

A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROFESSIONAL NURSES
ASSOCIATION - MICHIGAN NURSES ASSOCIATION
UNIT I

JANUARY 1, 2005

THROUGH

DECEMBER 31, 2007

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AGREEMENT, MAINTENANCE OF AGREEMENT, AND SAVINGS CLAUSE

This Agreement, made and entered into this first day of January, 2005, between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer" and the Michigan Nurses Association and its affiliate the St. Clair County Registered Professional Nurses Staff Council, hereinafter referred to individually or collectively as the "Association".

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement are in conflict with the provisions of any law, they shall be deemed modified to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

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 immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interest of all concerned.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the Association members.

ARTICLE 1 RECOGNITION

1.1: Association Recognition

The Employer hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all registered nurses employed by the Employer but excluding supervisors as defined in the Act, and excluding all other employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

1.2: Classifications and Positions

The following classifications of Nurses shall be subject to the Bargaining Unit. The nurse shall be classified by one of the following classifications as required by the Employer;

- a. Public Health Nurse (P.H.N.)
- b. Public Health Nurse Coordinator
- c. Public Health Nurse I (P.H.N. I)
- d. Nurse Practitioner

1.3: The Public Health Director shall be entitled to subcontract nurses provided subcontracted nurses do not exceed 20% of the total number of nurses paying union dues and/or service fees. The Association recognizes that the Employer may subcontract an unlimited number of employees to meet day to day staffing needs in the case of an emergency.

ARTICLE 2 ASSOCIATION SECURITY

2.1: All nurses covered by this Agreement who are presently members of the Association shall as a condition of continued employment, remain members of the Association or pay a service fee to the Association and, all nurses hired, rehired, reinstated or transferred into the Bargaining Unit shall within 31 days, as a condition of continued employment, become members of the Association and pay to the Association dues and initiation fees or, elect not to become a member of the Association and pay to the Association a service fee in an amount not to exceed the dues uniformly required for membership or as otherwise provided by applicable state or federal law.

2.2: Temporary nurses shall not be subject to representation or dues deduction for the first three (3) months of temporary employment.

2.3: The County or the Association, as the case may be, shall inform the other that a nurse entitled to representation declines to tender dues or service fee to the Association. The Association, the County and the nurse shall meet to discuss the matter. In the event the Association determines the nurse lacks an adequate reason for failing to provide either dues or service fee to the Association, the employment of the nurse shall be terminated by the County without undue delay.

2.4: Employee nurses who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership, or a service fee equivalent thereto, shall be deemed to have met the condition of this Article.

2.5: Employee nurses may have their annual membership dues (or service fees) deducted from their earnings by signing a Payroll Authorization Form, or they may pay such dues (service fees) directly to the Association under any of its plans for dues collection. Employee nurses who have executed such Authorization Form may have it canceled as provided on the Form.

2.6: The Employer will submit a list, monthly, to the Association or Staff Council on a form provided by the Association, indicating the names of the employees to be added or deleted or pay a service fee to the Association. Failure to provide the list shall be subject to the Grievance Procedure. Should the County be unable to provide a timely list, it shall notify the Association of the reason and when it will provide said list.

2.7: Annual Association dues (service fees) shall be deducted from the first two (2) paychecks in each month (with appropriate adjustments being made for any employee who is on leave or layoff).

2.8: The Association shall, at least thirty (30) days in advance of the start of each calendar year, give written notification to the Employer of the amount of the dues (service fees) which are to be deducted. The deduction amounts for these dues (service fees) shall not be subject to change during the entire calendar year except for one (1) mid-year adjustment,

upon the Association providing no less than thirty (30) days written notice to the Employer of such change.

2.9: Dues (service fees) deducted shall be sent to the Association at its office location or as otherwise designated by the Association.

2.10: Deductions shall be made only in accordance with the provisions of this Agreement. The Employer shall have no responsibility for the collection of any initiation fees, membership dues, service fees, special assessments, or any other deductions, not in accordance with this provision.

2.11: During the term of this Agreement and in accordance with 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 St. Clair County to deduct bi-monthly from my earnings a sufficient amount to provide for the regular payment of membership dues (service fees) established from time to time by the Association in accordance with its Constitution and Bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association in such a manner as may be agreed upon between my Employer and the Michigan Nurses Association at any time while this authorization is in effect.

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

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

License Number

Social Security Number

Signature

Date

2.12: A properly executed copy of such Payroll Authorization Form for each employee nurse 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 nurse by the Employer.

2.13: Deductions under all properly executed authorization forms shall become effective at the time such forms are tendered to the designee of the Employer and annual dues (service fees) shall be deducted as hereinbefore provided.

2.14: In cases where a deduction is made that duplicates a payment that an employee nurse has already made to the Association, or where a deduction is not in conformity with the provisions of the Association Constitution and Bylaws, refunds to the employee nurse will be made by the Association.

2.15: An employee nurse shall cease to be subject to payroll deductions beginning with the month immediately following the month in which they are no longer a member of the Bargaining Unit. The Association will be notified by the Employer of the names of such employee nurses following the end of each month in which the termination took place.

2.16: Any dispute between the Employer and the Association which may arise as to whether or not an employee nurse properly executed or properly revoked a Payroll Authorization Form, or concerning the membership of an employee nurse in the Association, shall be reviewed with the employee nurse by Employer. Should the review not dispose of the matter, the dispute may be referred to the Grievance Procedure.

2.17: 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.

2.18: The Association shall indemnify, defend, and save the County harmless against any and all claims, demand, suits or other forms of liability that shall arise out of or as a result from any conduct taken by the County for the purposes of complying with the provisions of this Article. It is further agreed that neither any employee nurse nor the Association shall have any claim against the County for any deductions made or not made, as the case may be, except that the County shall be responsible to provide the Association with dues deducted from the employee nurse's pay.

ARTICLE 3 MANAGEMENT RIGHTS

3.1: The Employer retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services to maintain order and efficiency in its departments and divisions, to hire, establish qualifications reasonably related to the required duties, establish reasonable work rules, layoff, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 4 NON-DISCRIMINATION

4.1: The Employer shall not discriminate against any employee because of race, color, national origin, religious affiliation, sex, marital status, age, unrelated physical handicap, physical appearance, membership or activity on behalf of the Association.

4.2: The Association with regard to membership or Association activity will not discriminate for any of the reasons set forth above.

ARTICLE 5 REPRESENTATION

5.1: Professional Committee

The Association shall be represented in the grievance procedure, special conferences, and negotiations by a Professional Rights and Responsibility Committee, hereafter referred to as the PR & R Committee. The Committee will be composed of a maximum of three (3) members of the local Nurses Staff Council which will include the Chairperson, the Co-Chairperson and one Committee member who is chosen by the members of the Staff Council. Two (2) members of the Committee will be recognized for paid time for the purpose of Contract negotiations with the Employer.

5.2: Committee Member Notification

The local Staff Council of the Association will furnish the County with the names of the membership of this Committee and their alternates.

5.3: Grievances And Collective Bargaining Release Time

The PR & R Committee members shall, without loss of pay, be permitted to leave their work during regular working hours, for purposes of investigating and presenting grievances to the County, collective bargaining, or special conferences after arrangements have been made with the Director of Nurses. Representation of employee nurses shall not unduly disrupt the operation of the Department. Requests for time to investigate and present grievances shall not be unreasonably denied.

5.4: Grievance Adjustment

The PR & R Committee members shall process grievances at all steps of the Grievance Procedure, however, the Committee or the County may request participation of a representative(s) of the Michigan Nurses Association State Office when a grievance reaches Step Three (3) of the Grievance Procedure.

5.5: Travel Time

When scheduled negotiations and/or scheduled grievance procedures are carried on away from the place of employment of the nurse representing the PR & R Committee, such member of the PR & R Committee will be excused from work one-half hour before the beginning time of such scheduled meeting and shall return to work within one-half hour after the session ends. Such nurse shall have the right to punch in and work during the remaining period of the regular shift and will not be required to work overtime for the purpose of making up time spent in such negotiations and grievance procedure.

5.6: Representation Changes

Any problems arising under the representation provision not covered herein, shall be taken up directly with the PR & R Committee.

5.7: In any professional negotiations between the parties, neither of the parties shall have control over the selection of the negotiating representatives of the other party, and each party may select its own representatives. No final agreement between the parties may be executed without ratifications by a majority of the membership of the nurses' local Staff Count with the approval of the Michigan Nurses Association and the St. Clair County Board of Commissioners. Any agreement so negotiated shall apply to all members of the recognized Bargaining Unit and shall be reduced to writing and signed by the authorized representatives of the Board of Commissioners of the County and the Association.

ARTICLE 6
SPECIAL CONFERENCES

6.1: Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairperson of the Nurses Staff Council of the Association and the designated County representative upon the request of either party. Special conferences shall not be used for collective bargaining. Such meetings shall be between two (2) officers of the local Staff Council, and not more than two (2) non-employee representatives of the Association, and the County representatives. Arrangements for such Special Conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in Special Conferences shall be confined to those matters included in the agenda. Conferences shall be held at times agreeable to both parties.

6.2: Members of the Association shall lose neither time nor pay for time spent in such Special Conferences held during their scheduled working hours.

ARTICLE 7
PROFESSIONAL MEETINGS

7.1: The County will encourage and may require attendance by registered professional nurses at professional meetings where attendance is likely to increase the competency of a nurse in their professional capacity. The County agrees not to require attendance as described above where such attendance would constitute a personal or financial hardship.

7.2: Nurses who desire to attend a professional meeting may submit a request to the Director of Nursing. Nurses who attend a professional meeting shall receive their normal pay and the County shall pay all reimbursable expenses.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: DEFINITIONS

- a. A grievance is a dispute or complaint alleging violation, misapplication or misinterpretation of the Collective Bargaining Agreement or a policy of the County in conflict with the expressed or implied provisions of the Collective Bargaining Agreement.
- b. An aggrieved employee or Grievant is the employee nurse with a grievance.

The employee Grievant shall be entitled to be present at all steps of the Grievance Procedure.

- c. Days shall mean calendar days excluding Saturdays, Sundays and holidays.
- d. A proper grievance shall include all of the following: 1) signature of the Grievant(s), who may be representative of a class or group of employee nurses similarly affected, 2) specific statement of the allegation including reference to contract provision or policy at issue, 3) date of occurrence, 4) signature of local representative acting as steward and, 5) remedy or relief sought. An improper grievance shall not be processed through the Grievance Procedure.

8.2: STEP 1

- a. Any nurse having a complaint based upon an event, condition, or circumstance under which a member or members work, allegedly caused by an interpretation of a published policy or any provision of this Agreement shall within ten (10) working days of the alleged grievance, take the matter up with the immediate Supervisor who shall answer the grievance. Any nurse may request the Supervisor to call the PR & R Committee Representative to handle the grievance. In this case, the PR & R Committee will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operation of the Employer. The Staff Council agrees to limit to one person the number of people used to handle a grievance. In the event the grievance representative can demonstrate extenuating circumstances an additional representative may be granted the authority to represent the Grievant. Recognition of an additional representative shall not be unreasonably withheld.

8.3: STEP 2

- a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the office of the Director of Nursing within five (5) working days after the meeting or adjourned meeting at Step 1.
- b. The designated Association Representative and the Grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.
- c. The Director of Nursing shall have five (5) working days to answer the grievance in writing.

8.4: Step 3

- a. Grievances shall be considered settled at Step 2 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the Administrative Director within five (5) working days after the meeting or adjourned meeting at Step 2.
- b. At such meeting(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representatives, as is

appropriate. The designated Association Representative and the Grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.

- c. The Administrative Director shall have five (5) working days to answer the grievance in writing.

8.5: Step 4

- a. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within five (5) calendar days after completion of Step 3.
- b. Such notice shall contain a request by the Association that a hearing be scheduled at the earliest mutually convenient date of the delivery of said notice for the disposition of said grievance. At such hearing, both the Association and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.
- c. At such hearing(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representatives, as is appropriate. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.
- d. The designated representative of the Employer shall deliver an opinion of the Employer, relative to the grievance to the Association, in writing within five (5) working days following the hearing.
- e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Employer, and confirmed in writing.
- f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein.

8.6: STEP 5

- a. In the event the Michigan Nurses Association determines to pursue the matter to arbitration, it shall within thirty (30) calendar days following the Employers decision at Step 4, notify the Human Resources Director in writing of its intent to arbitrate the issue. The Association shall have an additional sixty (60) days following the written notice of intent, or a longer period if mutually agreed, to file a request for Arbitration or the matter shall be considered untimely. The Arbitrator shall be selected from the American Arbitration Association or as may be otherwise mutually agreed upon by the parties.
- b. The fees and expenses of the Arbitrator shall be borne equally by the parties. All other expenses of arbitration shall be borne by the party incurring such expenses.

- c. The Arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.
- d. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 9
MAINTENANCE OF DISCIPLINE

9.1: Registered Nurses employed by the County and covered by this Agreement will abide by such standards of professional conduct so that the efficient operation of the Agency is maintained.

9.2: Any discipline of a nurse that does not warrant discharge or a summary discipline will be of a corrective nature and will be based on a verbal warning followed by a written warning before the nurse is disciplined. While the Employer shall endeavor to administer progressive discipline, nothing shall prohibit discipline at any level appropriate to the circumstances.

9.3: Any discipline issued to an employee nurse shall be subject of the Grievance Procedure. It is noted that counseling is not considered discipline, unless stipulated in writing as an oral reprimand.

9.4: The County shall provide thirty (30) days advance notice of a change in departmental rules or policy governing personal conduct. It is recognized that an emergency or unforeseen circumstance or events outside the County's control may prohibit timely notice. In such a case, this provision shall not be considered to have been violated. Either party shall be entitled to request a meeting to discuss the rule(s) or policy.

9.5: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than six (6) months prior in the case of an oral warning and two (2) years prior in cases of all other forms of discipline unless such prior infraction involves an intentional falsification of their application or records of the Employer which had not been formerly disclosed in writing to the Employer.

9.6: The County shall provide the Association and the Staff Council Chapter Chairperson with a copy of written employee discipline within seven (7) days of its effective date.

9.7: A nurse who does not notify the department head of the reason for an absence within two (2) days of a scheduled workday, shall be notified that all seniority has been lost and that employment has been terminated, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

ARTICLE 10
WITHHOLDING OF PROFESSIONAL SERVICES

10.1: It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

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

10.3: The Employer shall have the right to discipline or discharge any employee participating in such interferences and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the Grievance Procedure as to matters of fact in the alleged actions of such employee.

10.4: The Employer will not lock out any employee during the term of this Agreement.

ARTICLE 11 ROLE OF THE PUBLIC HEALTH NURSE

11.1: The Health Department as a community agency and the professional registered nurses share the common responsibility of providing to the public who require it, nursing care which is safe and adequate.

11.2: Public Health Nurses work as members of the health care team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public Health Nurses participate in the diagnosis, planning and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work and in hospitals, clinics and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all care delivered by Public Health Nurses, they emphasize health promotion, maintenance of health and the prevention of disease and disabling conditions. Comprehensive care is given which includes assessment of the family unit as well as the individual. Emphasis is also placed on rehabilitation of the sick and disabled.

11.3: Public Health Nurses serve as coordinators of care bringing together the professional and non-professional workers involved to insure continuity and access to care. Public Health Nurses assist in community assessment and planning of health care programs.

11.4: The parties agree that filing, typing, and other clerical functions are not the routine responsibility of Public Health Nurses. Further, except in the case of emergencies, nurses shall not be required to assume work assignments so large that client needs and public health are threatened.

ARTICLE 12 SENIORITY AND PROBATION

12.1: Seniority definitions:

- a. County Seniority. Seniority accumulated from the nurses last date of hire for all positions held within the County.
- b. MNA Seniority. Seniority accumulated from the nurses last date of hire for positions held in Unit I Registered Nurses and/or Unit II Nursing Supervisors.

- c. Unit Seniority. Seniority accumulated from the nurses last date of hire in Unit I.
- d. Seniority. When the term "seniority" is used within this Agreement, it shall apply to County Seniority, MNA Seniority and Unit Seniority.

12.2 Seniority Accumulation

Seniority shall accumulate as follows:

- a. Full time nurses shall accumulate seniority from their last date of full time hire. Seniority shall be computed on the basis of full time service, unless otherwise abridged by this Agreement.
- b. Part time nurses shall accumulate seniority based on the total number of actual hours worked from their last date of hire as a part time nurse.
- c. A regular nurse is a nurse employed in a position funded for an indefinite period of time greater than six (6) months.
- d. A temporary nurse is a nurse hired for a predetermined period of time not to exceed six (6) months or as a substitute for a regular nurse on leave of absence regardless of duration. A temporary nurse shall not be eligible to accrue seniority nor be eligible for fringe benefits. The temporary nurse who becomes a regular nurse shall be entitled to seniority and fringe benefits beginning upon the date of change in status to regular employment.

12.3: Full or Part Time Status Change

Nurses whose full or part time status changes shall be entitled to seniority as follows:

- a. A full time nurse who becomes part time, shall have their length of service converted into hours based on 1,950 annual hours.
- b. A part time nurse who becomes full time, shall have their seniority date established by computing their total actual accumulated hours of work while part time into years, months, and days.
- c. The same formula as provided above shall apply, should a nurse's status change regardless of the number of times.

12.4: Loss of Seniority

A nurse shall lose seniority for the following reasons:

- a. Quits.
- b. Is discharged and such discharge is not reversed with seniority restoration ordered.
- c. Does not return to work when recalled from a layoff, unless such return is beyond the control of the nurse.

- d. Retires.
- e. Is absent without approval for two (2) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.
- f. Layoff for a continuous period of six (6) months or the length of the nurse's seniority, which ever is greater, but not greater than two (2) years.

12.5: Probationary Period

A full time nurse shall be on probation for the first four (4) months of their employment. A part time nurse shall be on probation for the first six (6) months of their employment. In the event of a transfer, promotion or status change occurring during the probationary period, the nurse shall be required to complete their probationary period.

12.6: Probationary Period Extension

The probationary period may be extended up to a maximum of two (2) months if the nurse's attendance or performance is questionable as determined by the Employer. The nurse and Staff Council shall be notified in writing no less than one (1) week in advance of an extension by the Employer.

12.7: Probationary Period Evaluation

The Employer will formally review and evaluate the performance of the nurse during the probationary period and provide the nurse with a written evaluation prior to the end of the probationary period and/or extension. Failure to provide an evaluation prior to the completion of the probationary period or extension, shall prohibit the Employer from extending initial probation or providing the nurse a probationary release.

12.8: Probationary Release

A nurse who does not perform satisfactorily while on probation shall have their employment terminated as a probationary release. Such release shall not be subject to the Grievance Procedure.

12.9: Seniority Lists

An updated seniority list shall be provided to the Staff Council Chairperson upon request.

ARTICLE 13 LAYOFF AND RECALL

13.1: Definition

A layoff shall mean a reduction in the number of nurses employed by the Employer or a reduction in the number of working hours in a workday, a workweek or pay period as determined by the Employer. A recall shall mean the return of nurses to work from a layoff as determined by the Employer.

13.2: Notice to the MNA

When a layoff is determined to be necessary by the Employer, the Association shall be notified promptly. The Association may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

13.3: Method of Layoff

The County shall determine where a layoff(s) shall occur. Layoff shall be to the nurse(s) with the least amount of MNA seniority first, provided the more senior nurse possesses the ability to perform the remaining work.

The senior nurse(s) shall be granted a thirty (30) calendar day trial period to establish and confirm their ability to perform the work and to receive orientation.

13.4: Layoff Non-Seniority Nurse

In the event of a layoff, a nurse who may be temporary or probationary shall be laid off before any seniority nurse. Seniority nurses who are displaced may in turn displace any probationary or temporary nurse within the department so long as such displacement is not to a higher classification. If there are no probationary or temporary nurses, the displaced nurse may displace any nurse in the department with less MNA seniority so long as such displacement is not to a higher classification.

13.5 Displacement

A nurse who is scheduled for layoff shall be entitled to displace a nurse with lesser MNA seniority provided;

- a. The more senior nurse is in an equivalent or higher paying classification.
- b. The more senior nurse possesses the ability to perform the work.
- c. A full time nurse shall be entitled to displace a part time nurse, or accept a layoff at the nurse's exclusive option.
- d. A part time nurse with sufficient seniority to displace a full time nurse shall be required to work full time or be laid off.

13.6: Employee Notice

Nurses to be laid off will have no less than fourteen (14) calendar days written notice of layoff. The Association will be provided a copy of the layoff notice given to each nurse.

13.7: Layoff Not Grievable

The method of layoff, insofar as it does not violate any provisions herein, shall not be subject to the Grievance Procedure.

13.8: Voluntary Furlough

When a layoff is necessary, nothing shall prevent a nurse from volunteering for a layoff. Be it provided the Employer shall have exclusive authority to approve or deny a request for voluntary furlough. The furloughed nurse shall assume the seniority of the nurse who would have been laid off for the purpose of determining recall order only.

13.9: Seniority and Benefits

During the period of layoff, a nurse shall accrue no seniority nor be eligible for any fringe benefits in except in accordance with applicable law. When the layoff is a reduction in the number of hours worked in a workday, workweek or pay period, the nurse shall continue to receive fringe benefits. A fringe benefit that is based on wages paid, such as retirement, shall be reduced proportionately.

13.10: Accrued Days

The laid off nurse shall have exclusive responsibility to elect:

- a. Payment for accrued vacation and sick days consistent with the terms and conditions of Article 21 - Vacations and Article 24 - Sick Days And Disability Insurance; or
- b. Retain accrued vacation and sick days until either recalled or seniority is lost under Article 12 - Seniority and Probation, Section 12.4.

Be it provided that the retained days shall:

- a. Accrue no interest.
- b. Be paid at the rate in effect upon layoff.
- c. Be paid after the two (2) year layoff period or when seniority is lost in accordance with Article 12 - Seniority and Probation, Section 12.4.

13.11: Recall

During a layoff, the Employer shall fill vacancies from nurses on layoff in inverse order of their layoff, provided however, that they have the ability to do the available work. Such a recall shall be limited to vacancies in the laid off nurses former department, division, program and classification. Should the Employer determine to restore or add classifications, notice of recall shall be made in writing to the last known address of the nurse providing seven (7) calendar days prior notice of the date to return to work, such notice shall be by mail, return receipt requested.

13.12: Seniority and Benefits Upon Recall

Upon return to work, the Employer shall calculate the nurse's adjusted County, MNA and Unit seniority dates. The adjusted seniority dates shall recognize seniority for the period prior to layoff only. The adjusted seniority dates shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

13.13: Failure to Return

A nurse who fails to be recalled to work within twenty-four (24) months of layoff or

refuses to accept a suitable offer of work shall have their employment terminated.

13.14: Other Employment During Layoff

A nurse on layoff who takes other employment shall not lose status as an employee until the layoff has been in effect for twenty-four months or until seniority is lost in accordance with Article 12 - Seniority and Probation, Section 12.4.

ARTICLE 14
PROMOTIONS AND TRANSFER

14.1: Posting of Vacancies

The Employer shall post a notice of a nursing job vacancy occurring within either Bargaining Unit I or Bargaining Unit II in its various locations, in a conspicuous place. The posting shall include:

- a. A brief description of the job;
- b. The salary range;
- c. The shift (if other than days);
- d. The location (i.e., building or division).

14.2: The job shall be posted for ten (10) working days, (excluding Saturday, Sunday, and holidays).

14.3: Nurses from either Unit I or Unit II are eligible to apply for a position in either Unit I or Unit II. Nurses applying for the position shall make a written application either on the Employer's application form or in resume form, to the designee indicated on the posting. The resume, if submitted by the nurse, shall provide:

- a. Candidate's name;
- b. Date employed;
- c. Current classification;
- d. Qualifications for job (experience, skills, and/or education).

14.4: The County shall not be prohibited or restricted from recruiting nurses from among non-bargaining unit members for either Unit I or Unit II simultaneous to posting the job vacancy within the Bargaining Unit. A bargaining unit member vacancy candidate from either Unit I or Unit II who meets or exceeds the qualifications of the position shall be awarded a trial period.

14.5: Method of Evaluation

In all cases of promotion or transfer of nurses from one classification to another, the following factors shall be considered:

- a. Length of service - MNA seniority;
- b. Knowledge, training, ability, skill and efficiency, which may be rated by the Director of Nursing so long as such rating is done in an objective and measurable system;
- c. Physical fitness by medical certificate;
- d. Attendance record;
- e. Education.

Where factors b, c, d, and e are relatively equal, the length of service shall govern.

14.6: Salary Adjustment

A nurse awarded a promotion will be placed at the next higher step of the wage scale for the promotional position that will provide, at a minimum, a percentage increase from the former position wage that is equal to the percentage between steps of the new wage scale.

14.7: Trial Period

A trial period shall be provided as follows:

- a. Ninety (90) working days for a transfer.
- b. Ninety (90) working days with an extension of an additional ten (10) working days for a promotion.
- c. Ninety (90) working days for a status change from part time to full time or full time to part time.

The Employer shall notify the Association and nurse in writing of an extension indicating its reason for such extension. An extension shall not be subject to the Grievance Procedure.

During the trial period, a nurse who is unsatisfied or unsatisfactory shall be returned to their former position without recourse to the Grievance Procedure.

14.8: Emergency Transfers

Emergency transfers may be made by the department head provided the nurse is paid not less than his/her existing salary or the salary of the temporary position, whichever is higher.

14.9: The Employer shall be entitled to temporarily assign a nurse to perform the tasks of another nurse(s) within the bargaining unit for which the nurse is qualified. The temporarily assigned nurse shall not be made to suffer a reduction in his/her hourly rate of pay and shall be entitled to a higher rate of pay when the temporary assignment is to a position that provides a higher hourly rate of pay.

14.10: Positions Outside Professional Unit

If a nurse is transferred or promoted to a position in the County or in the Department that is

not included in Bargaining Unit I, and thereafter returns within one (1) year to a position within Bargaining Unit I, the nurse will accumulate seniority while working in the position to which the nurse was transferred or promoted.

If a nurse is promoted to a position in the County or in the Department that is included in Unit II, and thereafter returns after one (1) year to a position within Bargaining Unit I, the nurse will accumulate MNA seniority and County seniority while working in the position to which the nurse was promoted for benefit purposes and for purposes of applying for a position per Section 14.5. The nurse's Bargaining Unit I seniority date will be frozen at the point that they transfer or promote out of Unit I and the frozen time shall be reactivated upon their return to the Unit.

If a nurse is transferred or promoted to a position in the County or in the Department that is not included in either Bargaining Unit I or Bargaining Unit II, and thereafter returns after one (1) year to a position within Bargaining Unit I, the nurse will accumulate County seniority while working in the position to which the nurse was transferred or promoted for benefit purposes. The nurse's MNA and Unit seniority dates will be frozen at the point that they transferred or promoted out of Unit I and the frozen time shall be reactivated upon their return to Unit I. Nurses shall not be allowed to utilize frozen seniority for purposes of Section 14.5 when reapplying for a Unit I position.

ARTICLE 15 TERMINATION OF EMPLOYMENT

15.1: Registered professional nurses who resign from service with the County shall submit to their department head a letter of resignation at least two (2) weeks prior to their last day of employment.

15.2: At least two (2) weeks written notice of termination of employment by the Employer shall be given to an employee, except in case of discharge for cause.

15.3: The nurse shall forfeit one (1) day of retrievable sick leave pay for each workday short of the required two week notice of a voluntary quit. The week shall be defined as five (5) consecutive days with two (2) days of rest.

ARTICLE 16 HOURS OF WORK AND OVERTIME

16.1: Traditional Hours of Work

The normal work day shall consist of seven and one half (7 1/2) hours. The normal work week shall consist of thirty-seven and one half (37 1/2) hours. The normal days of operations of the Public Health Department shall be 8:00 AM to 4:30 PM Monday through Friday. The normal hours of operation shall be established by mutual agreement. In the event the normal days of operation are modified or changed as a result of collective bargaining with any other bargaining unit representing Public Health Department employees, the County and the Association shall expeditiously enter into collective bargaining in an effort to achieve conformity in the normal days of operation.

16.2 Non-Traditional Hours of Work

Should the County determine to change the daily operating hours of an existing special program or clinic to non-traditional operating hours, the change shall be implemented in the following manner.

- a. The County shall meet with the Association Staff Representative, a local representative and the affected nurse to discuss the hours of work and other working conditions, as well as the circumstances and documentation necessitating the change in operational hours.
- b. In the event the affected nurse declines to accept the change in hours of work, the County shall recruit the work as a job posting to members of the bargaining unit. The incumbent nurse may be required to work the non-traditional hours until such time as a replacement nurse is appointed when circumstances warrant. The incumbent nurse shall be entitled to accept a layoff rather than work the hours. The employee nurse with the most bargaining unit seniority who meets the qualifications making application shall be appointed to the position.
- c. The incumbent nurse shall be entitled to transfer to the position of the replacement nurse, provided the incumbent is qualified. In the event the position of the replacement nurse is a change in part time or full time status, the incumbent nurse shall be eligible for fringe benefits consistent with the status of the new position.
- d. In the event no qualified nurse applies for the position, the County shall be entitled to recruit the position externally. The incumbent nurse shall be required to work the non-traditional hours of work if circumstances warrant or the nurse shall be laid off.
- e. When a qualified external candidate is appointed to the position, the incumbent shall be entitled to displace the least senior nurse whose work the incumbent nurse is qualified to perform or to accept a lay off. Be it provided that the incumbent nurse shall only be entitled to displace a less senior consistent with the terms and conditions of Article 13 - Layoff and Recall.

The daily operating hour of a new special program or clinic shall be recruited in accordance with Article 14 - Promotions and transfer.

16.3 Newly hired Nurses may be placed on the salary schedule up to the fourth annual step. Nurses who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. An advance which is arbitrary, capricious or discriminatory is a proper subject for grievance. Be it provided that each nurse (including part-time employees) shall be automatically entitled to an annual step increase until attaining the maximum step of their classification pay range.

16.4: Hours of Work and Operations

The Employer shall determine the starting and quitting time of all nurses and programs.

- a. Each nurse working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in

the second half of their shift, as scheduled or designated by the supervisor.

- b. Nurses who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.
- c. Each nurse working at least six (6) hours a day shall be entitled to a one (1) hour unpaid lunch period.
- d. The County shall be entitled to establish non-traditional operational hours in order to better provide services to the public. The County shall post a notice of the schedule available, the required qualifications and any other relevant information regarding the assignment. The most senior qualified nurse who volunteers to work the scheduled hours shall be scheduled. In the event no qualified nurse makes a request, the Nursing Director shall be entitled to appoint or hire a nurse to work the scheduled hours.

16.5: Overtime

Nurses shall be compensated at time and one half (1 1/2) their base hourly rate for:

- a. All work performed in excess of their normally scheduled hours in a day or a week except in conjunction with on-traditional operational hours. Be it provided that a full time nurse required to temporarily work non-traditional working hours shall be entitled to overtime compensation for all hours worked outside their normal scheduled hours of work. The full time nurse who volunteers to temporarily work non-traditional working hours shall not be entitled to overtime compensation.
- b. A nurse shall not have overtime compounded by applying daily and weekly overtime in the same instance.
- c. All work performed by nurses on the sixth (6th) day shall be compensated at 1 1/2 times, irrespective of the total hours in the week.
- d. All work performed by nurses on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.
- e. Any nurse called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.
- f. On a call back, a nurse reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

16.6: Scheduling Overtime

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified nurses as circumstances allow.

16.7: Overtime Notice

No nurse shall be required to work overtime without reasonable notice.

16.8: Compensatory Time

Provided it meets with funding and operational needs of the Department, nurses will be permitted the option of taking compensatory time off in lieu of overtime pay provided this choice is indicated at the time overtime is requested, and reasonable notice is given before the time off is taken.

16.9: On Call Provision (Weekends)

Public Health Department Nurses who are required to provide nursing care on weekends shall receive compensatory time at a rate of one and one-half (1 1/2) times for hours actually worked. The nurse shall be guaranteed a minimum of three (3) hours compensatory time or one and one-half (1 1/2) the time actually worked on Saturday or Sunday, whichever is greater.

16.10: On Call Provision (Holidays)

Public Health Department Nurses who are required to be on call on days designated by the County as holidays shall receive compensatory time at the rate of time and one-half (1 1/2) for all those hours which they are required to be available. They shall receive compensatory time off at the rate of two (2) times for all hours actually worked.

ARTICLE 17
PART TIME NURSES

17.1: A nurse who is scheduled to work for less than full time, as previously defined herein, shall be classified as part time. They shall:

1. Be paid at the same hourly rate as a full time nurse employed in the same job classification.
2. All nurses, who are members of the bargaining unit shall be advanced on the salary schedule by one step per year of service.
3. Be paid for holidays worked on the same basis as full time employees.
4. Be provided vacation as set forth in Article 21 - Vacations.
5. Be provided the uniform allowance as set forth in 18.1 through 18.4.
6. Be provided leave of absence as set forth in 23.1 through 23.3.
7. Be provided injury leave (worker's compensation) as set forth in 26.1 through 26.4.
8. Be provided mileage as set forth in 19.1 through 19.5.
9. Be provided educational courses as set forth in 28.1 through 28.4.
10. Be provided the health program as set forth in 27.1 through 27.3.
11. Be provided the liability insurance as set forth in 35.1.

12. Be provided the hospital-medical insurance as set forth in 29.1 and 29.2
 13. Be provided the life insurance as set forth in 29.6.
 14. Be provided the dental insurance as set forth in 29.5.
- 17.2: Nurses who assumed part time status prior to January 1, 1975 shall:
1. Receive vacations in accordance with Article 22 - Vacations, if normally scheduled to work half time or less. In the event the nurse is normally scheduled to work more than half time, the nurse shall be entitled vacation based upon seventy-five percent (75%) of the full time schedule.
 2. Receive sick days based upon normally scheduled hours. A nurse who works half time or less shall be entitled to accrue one half (1/2) day a month to a maximum of thirty (30) sick days. A nurse who works more than half time shall be entitled to accrue three-fourth (3/4) days a month to a maximum of thirty (30) sick days.
 3. Receive dental insurance consistent with a full time nurse.
 4. Receive holiday pay as provided for full time nurses.
 5. Receive hospitalization and life insurance at no premium cost to the nurse. The nurse shall not be eligible for non-participation compensation.

ARTICLE 18
UNIFORM ALLOWANCE

18.1: Each full time nurse shall be entitled to \$400 uniform allowance in a calendar year so long as the employee is required to wear a uniform.

18.2: Part time nurses shall be entitled to uniform allowance based on a prorated computation of the number of hours worked in the preceding six (6) months. Be it provided that the payment shall not exceed fifty (50%) percent of the annual allowance.

18.3: The allowance shall be paid in two (2) equal parts; the first full pay period in June and December each calendar year.

18.4 Nurses hired, transferred into, or changing from part time to full time or full time to part time in the Bargaining Unit shall receive a prorated allowance based on the number of hours worked in the period prior to but not greater than six (6) months.

ARTICLE 19
MILEAGE

19.1: Nurses who use their personal vehicles on business required by the Employer shall be reimbursed at the maximum I.R.S. allowable per mile non-taxable amount.

19.2: Nurses shall receive mileage reimbursement for travel from home to the following

situations:

- a. The first work assignment is greater in distance than the distance from the nurse's home to the main or branch office.
- b. The last work assignment to the main or branch office. The difference shall be reimbursable to the nurse.

ARTICLE 20
HOLIDAYS

20.1: One day time off will be granted to registered professional nurses for the following legal holidays, established by the Employer. In the event the Michigan Supreme Court should establish a different holiday schedule, that schedule shall become the holiday schedule.

| | |
|-----------------------------------|-------------------------------|
| New Year's Day | (January 1) |
| Martin Luther King's Birthday | (Third Monday of January) |
| President's Day | (Third Monday of February) |
| Memorial Day | (Last Monday of May) |
| Independence Day | (July 4) |
| Labor Day | (First Monday of September) |
| Veteran's Day | (November 11) |
| Thanksgiving Day | (Fourth Thursday of November) |
| Friday following Thanksgiving Day | |
| December 24 | |
| Christmas Day | (December 25) |
| December 31 | |

20.2: To qualify for holiday pay the nurse, if scheduled, must report to work the day prior or the day after the holiday. Nurses scheduled to work the holiday but fail to work the holiday shall not receive holiday pay.

20.3: In the event a holiday falls on a Sunday, the following Monday shall be considered as the said holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the said holiday. Other holidays may be granted by action of the Employer.

20.4: Holidays Not Worked

- a. A registered professional nurse who is full time will be paid for the above holidays at the regular straight time rate of pay.
- b. Part time registered professional nurses hired prior to January 1, 1975 shall be paid at the same rate as the full time nurses.
- c. Part time nurses hired on or after January 1, 1975 shall be entitled to holiday pay for holidays which occur on the nurse's normally scheduled workday on the basis of the actual hours of work normally scheduled for that day.
- d. If the holiday falls on a normal day off for a registered professional nurse working a non-traditional work schedule, the nurse shall be credited with hour-for-hour vacation.

- e. Be it provided that the nurse's vacation and sick day accruals and credits shall be computed as hours.

20.5: Holidays Worked

- a. Full time nurses who are scheduled to work and work the day designated as a holiday shall be paid at two and one-half (2 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when a nurse works less than seven and one-half (7 1/2) hours on a holiday and is otherwise eligible for holiday pay, shall receive the balance of the seven and one-half (7 1/2) hours not worked.
- b. Part time nurses hired prior to January 1, 1975 shall be eligible for two and one-half (2 1/2) times their regular straight pay under the same limitations and regulations as a full time nurse.
- c. Part time nurses hired on or after January 1, 1975 shall be paid at two (2) times their regular hourly rate for all hours worked.

20.6: Holiday In Vacation

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

20.7: Holiday-Leave Of Absence Or Layoff

A nurse who is on a paid leave of absence or on a layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave or a layoff caused by a reduction in the Public Health Department's staff which commenced during the week prior to or during the week in which the holiday occurs.

20.8: Holiday Hours Paid

Holiday hours paid for but not worked shall be considered as scheduled hours worked.

ARTICLE 21
VACATIONS

21.1: Nurses shall be entitled to vacation according to the following schedules:

| <u>Years of Service</u> | <u>Full Time Nurses</u> <u>Days</u> | <u>Part Time Nurses</u> <u>Days</u> |
|-------------------------|--|--|
| 1 - 4 | 10 | 5 |
| 5 - 9 | 17 | 8 1/2 |
| 10 - 14 | 20 | 10 |
| 15 - 19 | 23 | 11 1/2 |
| 20 + | 25 | 12 1/2 |

21.2: Nurses who have satisfactorily completed their probationary period shall be entitled to a week of vacation after six (6) months of employment which time if used, shall be charged to their first anniversary entitlement.

21.3: The full allocation of days according to the above schedule shall be credited to a nurse upon each anniversary of employment with the Department.

21.4: A nurse shall not be entitled to use more days than have been earned or in advance of days to be credited. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

21.5: Nurses shall be allowed to maintain a maximum accrual of thirty-five (35) days vacation.

21.6: Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Bargaining unit seniority shall prevail when requests are simultaneous.

21.7: A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

21.8: Upon termination or retirement, the nurse, or in the event of death of the nurse the nurse's beneficiary, shall be paid for all unused days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment.

ARTICLE 22 JURY DUTY, COURT TIME

22.1: Jury Duty - Notification

A nurse who is called for jury duty shall notify the Director of Nurses immediately upon receiving notice of such call.

22.2: Jury Pay Supplement

If a nurse serves on jury duty during days when normally scheduled to work, the County will provide the normal weekly pay check and the nurse shall turn over the jury pay to the County. Any reimbursements, such as by way of example, mileage, meals, lodging, and/or reimbursable out-of-pocket expenses shall belong to the nurse. If paid as part of the jury pay, the County shall provide the reimbursement portion only to the nurse in a reasonable time and manner.

22.3: Jury Duty - Accrued Time

Days on which the nurse performs jury duty shall be considered as time worked.

22.4: Court Time

Nurses who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County.

ARTICLE 23
LEAVES OF ABSENCE

23.1 Leaves of absence for reasonable periods, not to exceed one (1) year or in compliance with applicable law, will be granted without loss of seniority for:

- a. Illness leave (physical or mental); and
- b. Prolonged illness of spouse or child.

A nurse may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the ACT and a fact sheet shall be provided the nurse in a reasonable method and manner. Leave taken under the ACT will be taken consistent with the ACT, this provision and the policy of the County.

23.2: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

- a. Serving in any Union position.
- b. Educational purposes, when job-related. Such leave may be extended for like cause by consent of the Employer.
- c. Other special cases which may be decided individually by the Employer.
- d. Illness in the immediate family.

Be it provided, however, that such leave shall be consistent with meeting the operational needs of the Department.

23.3: All leaves based upon illness, shall be supported by a statement from the attending physician when requested by the Employer.

23.4: The Employer may require the nurse on leave, due to an illness, to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

23.5: The requirements of Section 3 and 4 may be waived by the Employer, but such waivers shall not form a basis for submitting a grievance when such waiver is not granted.

23.6: A nurse shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician, and may be subject to Section 4. In the event the Employer places the nurse on an involuntary medical leave, such leave shall be paid consistent with the nurse's normal pay and benefits.

23.7: While on leave of absence without pay, the nurse accrues no vacation time, sick leave, retirement credit, or gain from any other fringe benefit.

23.8: A nurse who engages in employment without the Employer's permission while on a

medical leave of absence, including while receiving workers compensation, shall be subject to discharge.

23.9: Failure to report to work on the next scheduled workday after a leave of absence expires shall result in immediate discharge and shall not be subject to the Grievance Procedure. The provision of this section may be waived by the County if extenuating circumstances are proven.

23.10: A nurse elected to an Association position or selected by the Association for an activity which takes them from their employment for more than thirty (30) days, but not more than one (1) year, may with the consent of the Employer receive a leave of absence, without pay and without loss of seniority for the duration of the assignment. A member of the Association employed by the County and elected to a State Council or National Convention, shall be allowed time off, to attend such conventions with the approval of the department head.

23.11: Under no circumstances shall a nurse be granted a leave of absence for the purpose of engaging in employment with another employer. A nurse on an educational leave of absence shall be entitled to perform work for another employer provided the nurse has been granted prior approval by the County.

23.12: Nurses who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty, provided proof of service and pay is submitted. The County will comply with all the rights and provisions of the Universal Military Act and any other or subsequent Federal or State Legislation or Regulation affecting the employment and re-employment of members or former members of the Bargaining Unit and the County's employ.

ARTICLE 24 SICK DAYS AND DISABILITY INSURANCE

24.1: Full time regular nurses shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

24.2: Full time regular nurses shall be entitled to accrue sick days to a maximum of thirty (30) days.

24.3: A nurse shall be eligible to use sick days, upon satisfactory completion of the probationary period, for personal illness or serious or critical illness or event related to a serious or critical illness of their spouse, parent or child. Up to three (3) days may be used without medical proof for a non-complicated delivery of a grandchild. Additional days may be granted at the discretion of the Employer in the event of a medically complicated delivery. The nurse shall be required to provide proof of illness of the spouse, parent or child.

24.4: A nurse shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

24.5: The County may place a nurse whose attendance is questionable and who uses two (2) sick days in a thirty (30) calendar day period or six (6) days in a ninety (90) calendar

day period, without a statement from their attending physician indicating the nature of their illness on "proof required status". Proof required status shall mean the nurse must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The nurse shall be on proof required status for six (6) calendar months. The nurse who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

24.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

24.7: A nurse shall be eligible for salary continuation when an illness or injury extends beyond twenty (20) consecutive work days. Compensation shall commence the twenty-first (21st) work day and shall provide two-thirds (2/3) of the disabled nurse's normal pay before all payroll deductions including taxes and F.I.C.A. Salary continuation shall be for a period of five (5) years. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

24.8: The County shall provide the disabled nurse salary continuation from the twenty-first (21st) work day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled nurse salary continuation, the nurse shall be entitled to continuation of the fringe benefits.

24.9: The disabled nurse shall not be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability.

24.10: Commencing the one hundred and eight-first (181st) calendar day, salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled nurse shall not be eligible for fringe benefits. Be it provided, however, that the disabled nurse shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions;

- a. The disabled nurse shall be entitled to six (6) months of health care coverage provided the nurse pays fifty percent (50%) of the premium costs.
- b. The County shall require prepayment of all premium costs.

24.11: Nothing shall prohibit the County from offering the nurse a redemption in lieu of salary continuation. Be it provided, however, that the nurse shall have sole responsibility to accept or reject a redemptive offer.

24.12: The nurse shall be eligible to supplement disability compensation with vacation on a ratio of one (1) vacation day to three (3) days of absence in order to remain at full normal gross salary.

24.13: When a nurse's illness or physical condition raises the question of fitness to perform normal duties, or if the nurse exhibits questionable attendance, the Supervisor may require the nurse to submit to a physical examination and the County shall pay the expenses incurred.

24.14: A nurse on an approved disability leave using sick days, salary continuation or

disability insurance shall be subject to all the provisions of Article 23 - Leave of Absence.

24.15: Nurses must promptly notify their supervisor of their absence or be subject to discipline.

24.16: Upon termination of employment **for any reason other than gross misconduct**, a nurse with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

| <u>Months of Service</u> | <u>% of Accrual</u> |
|--------------------------|---------------------|
| 12 to 24 | 20% |
| 25 to 36 | 30% |
| 37 to 48 | 40% |
| 49 to 60 | 50% |
| 61 to 72 | 60% |
| 73 to 84 | 70% |
| 85 or more | 80% |

24.17: Personal Day

Upon satisfactory completion of probation, each full time nurse covered by this Agreement shall receive two (2) personal leave days with such days to be deducted from any accumulated sick days when used. Two personal days shall be available each anniversary year thereafter, however, such personal days shall not accumulate from year to year. A request for use of a personal day should be made at least forty-eight (48) hours in advance.

ARTICLE 25 FUNERAL LEAVE

25.1: Full time nurses, upon satisfactory completion of probation shall be eligible to use funeral leave days in the event of a death of family members and relatives as follows:

1. Up to five (5) working days with pay for:

Spouse, child, Step Child, Mother and Father.

2. Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for:

Brother or sister

3. Up to three (3) working days with pay to be deducted from the sick days for:

Step Parent, Mother-in-Law, Father-In-Law, Son-In-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Grand Parent, Grand Child, Step Sibling, Step Grand Child, Legal Guardianship/Dependent

4. One (1) workday with pay to be deducted from sick days for:

Spouse Step Parent, Spouse Son-in-Law or Daughter-in-Law, Spouse Grand Parent, Spouse Grand Child, Spouse Step Sibling, Spouse Brother-in-Law or Sister-in-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 26
INJURY LEAVE
(Worker's Compensation)

26.1: A nurse injured on the job and eligible for Worker's Compensation shall receive their normal pay minus taxes and minus Worker's Compensation benefits pay.

26.2: That pay which supplements Worker's Compensation benefit pay, to provide normal pay minus taxes, shall be deducted from accumulated sick days at a ratio of one (1) sick day for each three (3) days of worker's compensation.

26.3: The nurse shall be eligible to utilize sick days to maintain normal pay minus taxes until such time as Worker's Compensation benefit pay commences as prescribed by law.

26.4: In no case shall a nurse use more sick days than have been earned.

ARTICLE 27
HEALTH PROGRAM

27.1: Physical Examination

The County may require each nurse to have an annual physical examination at the expense of the County. Nurses who elect to have an annual physical examination performed by the County and the remaining part of the physical performed by their own physician shall do so at their own expense.

27.2: Tuberculosis Control

The parties shall comply with all standards and practices governing and regulating the control of tuberculosis testing and exposure in the work place. In this effort, the parties shall strictly adhere to all applicable laws (including O.S.H.A. regulations) and accepted health standards and practices.

As part of the employment physical evaluation, a baseline TB skin test will be done on all new employees unless not indicated in accordance with TB program guidelines. All other employees will be given TB skin tests according to their risk of exposure annually.

27.3: Immunization

The County shall provide each nurse the opportunity to receive immunizations as determined by the Employer free of charge.

ARTICLE 28
EDUCATIONAL COURSES

28.1: Course Eligibility

Any registered professional nurse employed by the County, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing or the department head agrees would aid in the practice and performance of services to the County and will contribute to professional growth, may submit in advance of commencing such course or courses, a letter of application to the department head for approval to receive reimbursement for the cost of tuition and books.

28.2: Letter of Application

The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content and where it is offered.

28.3: Approval of Application

Approval of the nurse's application by the department head will permit the course or courses and assure reimbursement from the Employer as funds allow as determined by the Director of Nursing.

28.4: Reimbursement

If said course or courses are approved, reimbursement for the cost of tuition and books shall be made no later than thirty (30) days after successfully completing the course or courses.

ARTICLE 29
HEALTH CARE, LIFE AND DENTAL INSURANCE

29.1: Each full time employee nurse and each part time employee nurse regularly scheduled to work twenty (20) or more hours a week shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 2

Annual Deductible: \$100 – Employee
\$200 – Family

Annual Co-Pays: 90%/10% (BC/BS pays 90% of all approved charges.)

Out-Of-Pocket Maximum Including Deductible (Excluding Mental Health Services.):

\$ 600.00 Employee
\$1,200.00 Family

\$15.00 Office Visit Co-Pay

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 – Vision Rider

HCA – Hearing Care

FC - Dependent Eligibility

SD - Sponsored Dependent

- A. Employee nurses hired on or after January 1, 1986 pay 100% of FC and/or SD riders plan costs.
- B. Employee nurses hired prior to January 1, 1986 who do not enroll dependents on the FC and/or SD riders until on or after January 1, 1986 shall pay 50% of the rider premium cost and the County shall pay 50% of the plan costs.
- C. Employee nurses hired prior to January 1, 1986 with enrolled dependents shall not pay any of the premium cost of the FC and/or SD riders, which shall be paid 100% by the County. Be it provided however, that enrollment changes on or after the date of implementation shall be subject to the preceding subsection b.
- D. Part time employee nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

29.2: Each full time employee eligible to participate in the plan shall be entitled to select any one of the following options in the place of the core plan.

A. OPTION I BUY UP COMMUNITY BLUE PLAN 1

All coverages and riders subject to:

No Deductibles

Prescription Drug Rider

\$10.00 Generic Prescription Drugs

\$20.00 Brand Name Prescription Drugs

MOPD - Mail Order Prescription Drugs

\$250 Maximum Annual In Network Preventative Services

VCA 80 - Vision Care

HCA – Hearing Care
\$15.00 Office Visit Co-Pay

No Out-Of-Pocket Maximum Plus Deductible (Excluding Mental Health_Care Services.)

Annual Employee Cash Cost (Deducted bi-weekly)
\$ 750.00 – Single Plan
\$1,250.00 – Two Person Plan
\$1,500.00 – Family Plan

B. OPTION III NON-PARTICIPATION COMPENSATION

Full time employee nurses eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

\$ 650 - One Person subscriber
\$1100 - Two Person subscriber
\$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee nurse elect the compensation through deferred compensation or individual flexible spending account. The employee nurse shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

29.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

29.4: All employee nurse plan costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The plan cost(s) shall be paid in equal installments the first two (2) pay periods of each month.

29.5: The County shall provide full time employee nurses with the plan 100/50/50 dental insurance with a carrier of the County's choosing. Part time employee nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

A. CORE PLAN

Plan 100 50/50 to an annual maximum of \$1,000 per individual per year.

Orthodontia Plan 50/50 to a lifetime maximum of \$1500 of \$3000 per individual.

B. OPTION I

\$200 to a flexible reimbursement account.

C. OPTION II

\$150 cash rebate.

29.6: The Employer will provide a \$35,000 with AD & D group life insurance plan for qualified employee nurses as the core option. Part time employee nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium for the entire plan to be eligible for coverage.

A. OPTION I

The eligible employee nurse may purchase an additional amount equal to the core at the Employer's group rate. The employee nurse shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II

The eligible employee nurse may purchase an amount equal to twice the core at the Employer's group rate. The employee nurse shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

29.7: In order to acquire and maintain health and/or dental benefits, the employee nurse must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

29.8: An employee nurse who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

29.9: On an approved leave of absence without pay, the employee nurse may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

ARTICLE 30
RETIREMENT PLAN

30.1: All full time regular employees and part time regular employees working at least one thousand (1000) hours in a calendar year shall, upon their date of hire, participate in the St. Clair County Employees Retirement Plan. The part time employee shall be required to work the same number of annual hours as a full time employee to acquire a year of retirement service credit. Once qualified to participate, the part time employee shall be required to participate thereafter regardless of the number of hours worked in a calendar year.

30.2: The County shall determine the level of funding necessary to assure and maintain the financial stability of the system. Each employee shall contribute five percent (5%) of their total gross wages by way of biweekly payroll deduction.

30.3: Employees who terminate their employment prior to eligibility for retirement may withdraw the amount they contributed plus interest. Contributions withdrawn from the plan prior to retirement shall result in termination of all benefits from the plan.

30.4: A retiring employee shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

| <u>Years of Service</u> | <u>Annual Multiplier</u> |
|-------------------------|--------------------------|
| 1 through 10 | 1.75% |
| 11 through 19 | 2.00% |
| 20 through 24 | 2.00% |
| 25 through 29 | 2.40% |

Upon attaining the twentieth (20) year and each year thereafter, the multiplier shall be retroactive to the first year. The multiplier maximum accrual shall not exceed seventy-five percent (75%).

30.5: A retiring employee shall be eligible to participate in the health care program established by the retirement plan upon attaining eleven (11) years of service. An employee with eleven (11) years of service but less than twenty (20) shall prepay the total premium cost established by the plan. Employees with twenty (20) or more years shall not be required to pay the premium for basic coverage.

30.6: An employee shall be eligible for early retirement when the combination of years and months of actual service and age equal eighty (80) years, provided the employee shall also have completed twenty-five (25) years of actual service. Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employees Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or the purchase of military service time.

30.7: Individual bargaining unit members employed as of December 31, 1993 shall be entitled to select either the plan provided herein or maintain the plan in affect prior. Bargaining unit members employed or reemployed on or after December 31, 1993 shall be subject to the plan provided herein.

30.8: Effective January 1, 1998 final average compensation for retirement purposes shall be computed on the base salary only and shall not include compensation from;

- a. Overtime or compensatory time payoff.
- b. Vacation accrual payoff upon separation from employment for any reason.
- c. Sick day accrual payoff upon separation from employment for any reason.

30.9: Effective January 1, 2005 and thereafter the County shall notify the Union no less than thirty (30) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

ARTICLE 31 USE OF FACILITIES

31.1: The Association may use available rooms at the Department for Association

meetings, with the prior consent of the Department head.

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

ARTICLE 32
SERVICE RECOGNITION

32.1: The County shall recognize years of continuous service of full time nurses hired before January 1, 1995 by providing the following maximum payment:

| <u>Years of Service</u> | <u>Full Time Employees Maximum Payment</u> | <u>Part Time Employees Maximum Payment</u> |
|-------------------------|--|--|
| 10 - 14 | \$1000 | \$ 500 |
| 15 - 19 | \$1500 | \$ 750 |
| 20 - 24 | \$2000 | \$1000 |
| 25+ | \$2500 | \$1250 |

32.2: Full time employee nurses who satisfy the minimal requirement each year shall be paid a single lump sum the first full pay period following their date of hire.

32.3: Part time employee nurses hired prior to January 1, 1975 shall be eligible for a lump sum payment prorated on the number of hours worked in their anniversary year.

32.4: Employee nurses with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE 33
SAFETY AND HEALTH

33.1: The County recognizes the predominant importance of accident prevention, occupational health, and the elimination of hazards to health and safety at the Health Department and agrees to promote safe work habits and methods, identify and correct hazards, establish and enforce safety rules through a Joint Association and Management Safety Committee and promote safety consciousness for all employees.

33.2: The Employer or the Association shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

33.3: In the event the safety recommendation is not implemented, or the Association is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during the employee's regularly scheduled hours of work.

33.4: Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Employer and employees.

33.5: The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 34
EMPLOYEE RECORDS REVIEW

34.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file maintained at the County Human Resources Office. The Employer shall provide a location away from public view and during normal working hours.

ARTICLE 35
EMPLOYEE LIABILITY

35.1: The County shall indemnify each employee against claims of liability which may arise from the course of their employment.

ARTICLE 36
NATURAL OR MANMADE DISASTER

36.1: In the event of natural or manmade disaster or emergency, the Chairperson of the Vice Chairperson of the Board of Commissioners, the County Administrator or the Deputy County Administrator may declare same and authorize the pay of those employees unable to work. Any employee who reports to work shall receive compensatory time or straight time for the work performed. In the event that any member(s) of the Bargaining Unit are sent home from work due to the above reasons or any reason excluding discipline, the employees shall be entitled to a full days pay.

ARTICLE 37
WAGES

2.5% Effective January 1, 2005

| | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|---|--------------|---------------|---------------|---------------|---------------|
| Public Health Nurse | \$19.10 | 19.86 | 20.68 | 21.48 | 22.37 |
| Public Health Nurse Coordinator | \$19.37 | 20.15 | 20.97 | 21.76 | 22.64 |
| Public Health Nurse I | \$19.68 | 20.49 | 21.27 | 22.12 | 23.00 |
| OB/GYN Nurse Practitioner | \$24.79 | 25.79 | 26.78 | 27.86 | 28.96 |
| Family Practice/ Pediatric Nurse Practitioner | \$25.83 | 26.86 | 27.93 | 29.06 | 30.22 |

2.5% Effective January 1, 2006

| | <u>START</u> | <u>1 YEAR</u> | <u>2 YEAR</u> | <u>3 YEAR</u> | <u>4 YEAR</u> |
|---|--------------|---------------|---------------|---------------|---------------|
| Public Health Nurse | \$19.57 | 20.36 | 21.20 | 22.02 | 22.92 |
| Public Health Nurse Coordinator | \$19.86 | 20.66 | 21.50 | 22.30 | 23.21 |
| Public Health Nurse I | \$20.17 | 21.00 | 21.80 | 22.67 | 23.58 |
| OB/GYN Nurse Practitioner | \$25.41 | 26.43 | 27.45 | 28.56 | 29.68 |
| Family Practice/ Pediatric Nurse Practitioner | \$26.48 | 27.53 | 28.63 | 29.79 | 30.97 |

January 1, 2007 – Wage Reopener

The Association may request a meeting with representatives of the County to bargain a mutually acceptable wage for the 2007 calendar year. The Association request, if forthcoming, shall be made in writing no more than ninety (90) calendar days prior to December 31, 2006. The parties are agreed that the 2007 calendar year wage shall be the only topic of bargaining unless otherwise mutually agreed by the parties.

ARTICLE 38
TERM OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2005 and shall continue in operation and effect through December 31, 2007. If either party hereto desires to terminate, modify, or amend this Agreement it shall, at least sixty (60) days prior to December 31, 2007, give notice in writing to the Employer or to the Association, as the case may be, of its intention to modify or terminate this Agreement. If neither party shall give notice to terminate, change, or modify this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 2008 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

In witness whereof, the parties hereto have executed this

_____ day of _____ 2005.

MICHIGAN NURSES ASSOCIATION

THE COUNTY OF ST. CLAIR, MI

Date: _____

Date: _____

LETTER OF UNDERSTANDING
REGARDING
ST. CLAIR COUNTY MNA UNIT I
ARTICLE 22 – VACATIONS

The County of St. Clair and Michigan Nurses Association hereby establish and agree that Marilynn Turner-Schmitt shall be and is entitled to twenty-one (21) vacation days on the basis of seventy-five percent (75%) proration of twenty-eight (28) days credited to her vacation accrual upon each anniversary of employment in accordance with the policies set forth in Article 22 – Vacations. In addition Ms. Turner-Schmitt shall be and is entitled to the fringe benefits of a full time employee as a part-time employee for the duration of her employment with the St. Clair County Public Health Department.

FOR THE ASSOCIATION

FOR THE EMPLOYER

Lisa Harrison, MNA
Labor Representative

Jon Parsons,
Health Director

A. Ruth Napolitan
Bargaining Committee Member

Gary A. Fletcher
Chief Bargaining Spokesperson

Karen VanDale
Bargaining Committee Member

Terry Pettee
Bargaining Committee Member

Date: _____

Date: _____