

12/31/91

Kent County

A G R E E M E N T

between

COUNTY OF KENT

and

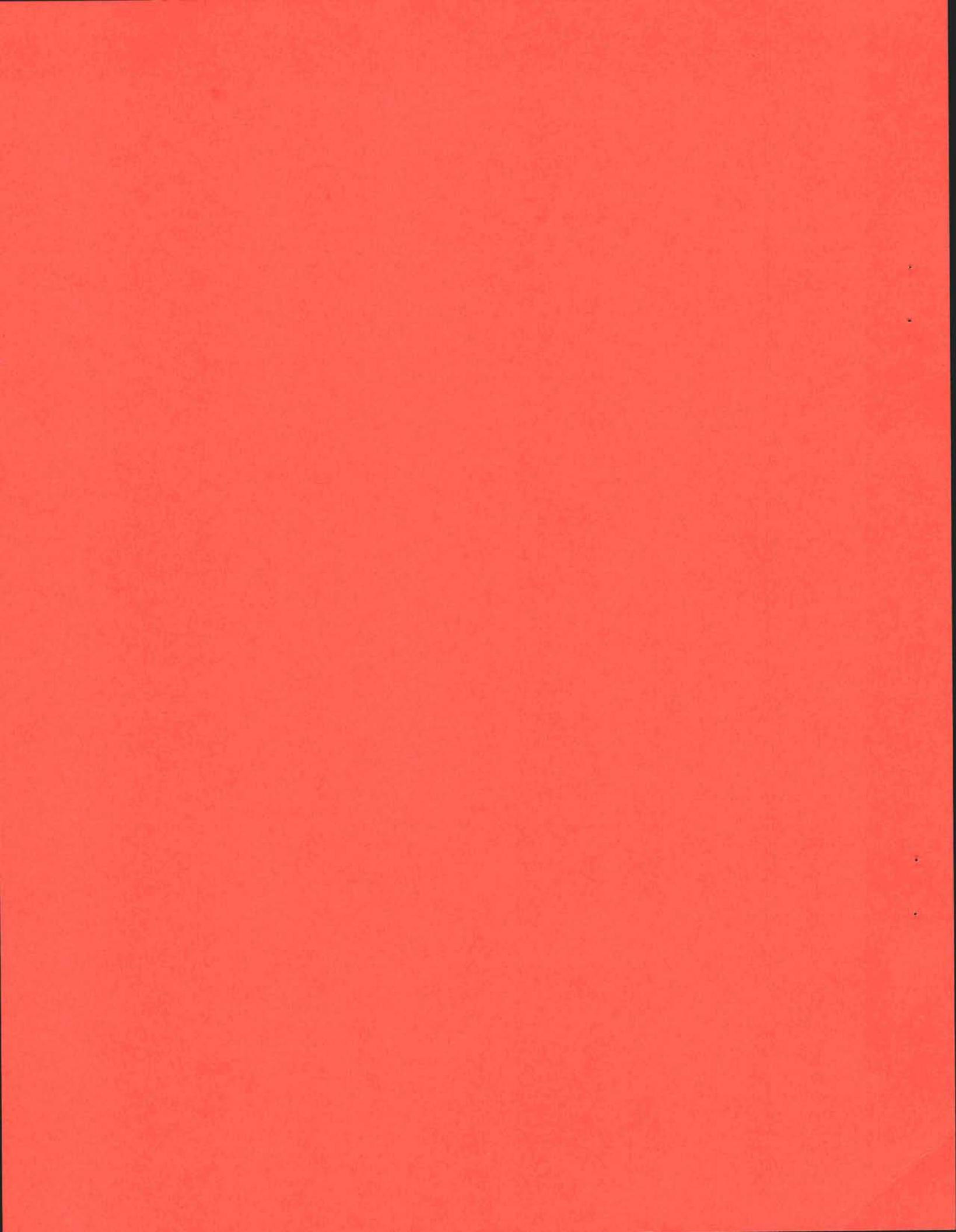
MICHIGAN NURSES ASSOCIATION

and

PUBLIC HEALTH NURSES COUNCIL OF KENT COUNTY

Effective: January 1, 1989 - December 31, 1991

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LABOR AND INDUSTRIAL
RELATIONS LIBRARY



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(iii)

(iv)

A G R E E M E N T

THIS AGREEMENT, made and entered this 16th day of JUNE 1989, effective January 1, 1989, at Kent County, Michigan, by and between the COUNTY OF KENT, hereinafter called the "County," and the MICHIGAN NURSES ASSOCIATION, hereinafter called the "Association," and the PUBLIC HEALTH NURSES COUNCIL OF KENT COUNTY, hereinafter called the "Nurses Council."

WITNESSETH:

WHEREAS, the County and the Association recognize that the efficient administration of the County Government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

WHEREAS, subject to law, and the paramount requirements of public service, employer-employee relationships should be improved by providing employees an opportunity for greater participation in the formulation and implementation of policies affecting the conditions of their employment; and

WHEREAS, effective employer-employee cooperation in serving the public requires a clear statement of the respective rights and obligations of the County and the Association.

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize the Michigan Nurses Association as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan Public Acts of 1947, as amended, for all employees employed by the County in the following-described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All registered nurses employed by the County of Kent as public health nurses, BUT EXCLUDING the Director of Community Nursing, all division heads and other supervisors.

Section 1.2. Persons who are awaiting Michigan registration and who are employed as public health nurses in the unit described above and are under temporary permit issued by the Michigan Board of Nursing shall be included in this unit.

DEFINITIONS

Section 2.1. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full time employees, full time part-time employees and regular part-time employees who are employed by the County in the collective bargaining unit described herein. For purposes of this Agreement, the following definitions shall be applicable:

(a) Full Time Employee: A full time employee is an employee who is working the official workweek on a regular schedule in a position classified by the County.

(b) Full Time Part-Time Employee. A full time part-time employee is one who is working on a regular schedule in a classified position of the County which is a position which requires less than the official workweek.

(c) Regular Part-Time Employee: A regular part-time employee is one who is working regularly on a schedule but who is working less than the full time schedule which is required for the position classified by the County.

(d) Irregular Employee: An irregular employee is an employee who is working on any other basis, including seasonal or temporary, or an individual working under contract, and who is not included within the above definitions of full time employee, full time part-time employee or regular part-time employee.

(e) Supervisor: A supervisory employee is any person with the authority to hire, transfer, layoff, discharge, promote or effectively discipline other employees, or who has the responsibility to direct other employees or effectively recommend any such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act but requires the use of independent judgment and skill.

ASSOCIATION SECURITY AND CHECKOFF

Section 3.1. Modified Security.

(a) All employees who are subject to this Agreement and who are members of the Association shall, as a condition of continued employment, either (1) remain members in good standing for the duration of this Agreement, or (2) pay to the Association a sum equivalent to membership dues and assessments uniformly levied upon all Association members.

(b) All employees who are not members of the Association shall pay to the Association a "service fee" in an amount equal to membership dues of the Association commencing the month following the completion of one (1) full month of employment by the employee. Upon completion of his probationary period, the new employee shall, as a condition of continued employment, either (1) become and remain a member in good standing in the Association for the duration of this Agreement, or (2) pay to the Association a sum equivalent to membership dues and assessments uniformly levied upon all Association members.

Section 3.2. Checkoff.

(a) During the life of this Agreement and to the extent permitted by the law of the applicable jurisdiction, the County agrees to deduct on a monthly basis Association membership dues and assessments uniformly levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who voluntarily executes and files with the County a proper checkoff authorization form.

(b) The Association shall supply the employees with a checkoff authorization form approved by the County and shall transmit such checkoff authorization form to the payroll office of the County. Deductions shall be made only under the written checkoff authorization forms which have been properly executed and are in effect.

(c) Other arrangements for deductions of Association membership dues may be made by mutual agreement of the parties.

(d) Association membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Association dues and assessments shall be remitted directly to the Association by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

(e) The County shall forward to the Treasurer of the Association, within ten (10) days following deduction, a sum equal to the total deductions for the Association membership dues.

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

(g) In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and Bylaws, refunds to the employee will be made by the Association.

(h) The County shall not be liable to the Association by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employees' wages. The Association agrees to indemnify and hold the County harmless for all claims against the County in connection with the checkoff of Association membership dues and assessments.

(i) All dues and assessments so deducted will be forwarded to the Michigan Nurses Association at 120 Spartan Avenue, East Lansing, Michigan 48823.

RIGHTS OF COUNTY

Section 4.1. Management Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the

County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County 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 in positions within the County. Further, to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the County has the right to determine the method, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the County to the taxpayers thereof. The County shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

ASSOCIATION REPRESENTATION

Section 5.1. Administrative Committee. The County hereby agrees to recognize an Administrative Committee composed of four (4) employee representatives of the Nurses' Council, including the Chairperson of the Grievance Representatives, President of the Council, and one (1) member each from the Grievance and Bargaining Committee who have been permanent full time employees for at least one (1) year. This Committee shall act in a representative capacity for the purpose of processing grievances in accordance with the grievance procedure and for the purpose of meeting with Employer representatives to negotiate new and modified agreements.

Section 5.2. Grievance Representatives. The County agrees to recognize five (5) grievance representatives. These Grievance Representatives shall act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure for the employees in the bargaining unit. A Grievance Representative who initially acts as the representative on a grievance shall continue with that grievance throughout the grievance procedure. The Chairperson of the Grievance Representatives and the Administrative Committee shall assume the representative functions at their respective levels in the Grievance Procedure.

Section 5.3. Alternates. The Association may select alternate committee members and representatives who shall function solely in the absence of the regular Association representative.

Section 5.4. Reporting. When it is necessary for a Nurses' Council representative to leave his/her work in order to handle a grievance in accordance with the grievance procedure, such representative shall notify her immediate supervisor or division head. She shall return to her job as promptly as possible and upon returning, shall immediately report to her supervisor or department head. If it is impossible for the representative to be relieved of her duty upon request, she shall be excused at the earliest possible time after proper arrangements have been made. Where possible, grievance representatives shall investigate and/or discuss grievances at their offices.

Section 5.5. Non-Employee Representatives. Either party may have non-employee representatives present at any meetings between the parties.

Section 5.6. Notice of Representatives. The Association agrees to furnish the County a current roster listing the names of its officers, committee members, representatives and alternates. Such representatives shall not be recognized under the terms of this Agreement until such written notice is received by the County.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be a written complaint by an employee or the Association during the term of this Agreement concerning the application and interpretation of this Agreement as written.

Section 6.2. Grievance Procedure. All grievances shall be processed in the following manner:

Verbal Procedure. An employee with a complaint shall notify his/her immediate supervisor or the appropriate management personnel within the division within seven (7) working days after the occurrence or knowledge of the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his/her immediate supervisor or the appropriate management personnel. At the request of the employee, the employee may have his/her representative present in order to participate in this informal discussion. In those circumstances where the complaint concerns the bargaining unit as a matter of policy, the Grievance Chairperson may authorize a representative to initiate a grievance at Step 1 and shall signify such action on the grievance form.

Written Procedure.

Step 1. A complaint shall be reduced to a written grievance signed by the employee and a Grievance Representative. The Grievance Representative shall present the written grievance to the Division Head within fifteen (15) working days following the occurrence or his/her knowledge of the occurrence of the events giving rise to the complaint. The Division Head, Grievance Representative and grievant shall discuss the grievance in an effort to satisfactorily settle the grievance. The representative of the County shall place his/her disposition of the grievance on the grievance form within ten (10) working days following submission of the grievance to him/her and then return it to the grievant. A copy of the written grievance and answer shall be mailed or delivered to the Grievance Committee Chairperson and the Personnel Office of the County for informational purposes.

Step 1(a). A grievance that has not been satisfactorily settled may be appealed to the Director of the Kent County Health Department or his delegate, submitting to him/her the written grievance within five (5) working days following receipt of the written answer in Step 1. The Grievance Representative Chairperson and the Director shall discuss the grievance in an effort to reach a satisfactory settlement, and the Director shall place his/her written disposition on the grievance within ten (10) working days following his/her receipt of the grievance.

Step 2. A grievance that has not been satisfactorily settled at Step 1(a) may be appealed by submitting the grievance to the County's Personnel Director within five (5) working days following receipt of the Employer's answer in Step 1(a). A meeting shall be scheduled between the County representatives and the Association's Administrative Committee to discuss the grievance. Such meeting shall be scheduled at the convenience of the parties within two (2) workweeks following the submission to the County's Personnel Office. The County's final answer to the grievance shall be placed on the grievance and returned to the Grievance Chairperson within five (5) days following the meeting.

Section 6.3. Grievance Resolution. All resolutions of grievances must be reduced to writing and approved by the Personnel Director of the County. If the Personnel Director does not agree with the settlement reached at Step 1 or Step 1(a), the Chairperson of the Grievance Committee shall be notified in writing, and the matter shall be processed in accordance with Step 2.

Section 6.4. Expedited Grievances. Any grievance concerning the discharge of an employee or bargaining unit policy matters which concern the entire Nurses' Council may be initiated at the second (2nd) step of the Grievance Procedure.

Section 6.5. Consultation with Grievance Chairperson. A Grievance Representative has the right to confer with his/her Committee Chairperson prior to his/her meeting with management personnel in Step 1. Such consultation that occurs during the normal business day shall be conducted so that unreasonable interference of the normal duties of the employee involved will not occur during the term of the Agreement.

Section 6.6. Arbitration Request. The Association may request arbitration during the term of this Agreement of any unresolved grievance which is arbitrable by giving written notice to the County of its intent to arbitrate within thirty (30) days following receipt of the County's disposition in Step 2 of the Grievance Procedure.

Section 6.7. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the Employer, the parties shall mutually agree upon an arbitrator. If no agreement is reached within ten (10) working days, either party may obtain a panel of arbitrators from the Federal Mediation and Conciliation Service or such other service as may be mutually agreed. Each party will alternately strike a name from the panel within ten (10) days, and the remaining name shall serve as the arbitrator; the Association shall strike the first name from the list.

Section 6.8. Arbitrator's Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He/she shall be at all times wholly governed by the terms of this Agreement, and he shall have no power or authority to amend, alter or modify this Agreement in any respect. The Association acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement, as generalized in Section 4.1 hereof. He shall have no authority to rule upon job descriptions, work assignments, work standards or personnel requirements. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. Any award of the arbitrator shall not be retroactive more than fifteen (15) days prior to the time that the

Grievance was first submitted in writing; provided, however, that in situations where the events causing the grievance were unknown to the grievant, if appropriate, the award may be retroactive not more than sixty (60) days prior to the time the grievance was first submitted in writing. The arbitrator's decision shall be final and binding on the Association, the County and its employees, provided, however, either party retains all legal rights to challenge arbitration and decisions thereof where the award was procured by fraud or undue means, or where the arbitrator was guilty of misconduct or exceeded his/her powers or jurisdiction. Nothing herein shall be construed as limiting either party from challenging the decision of the arbitrator as to arbitrability of an issue. The fees and expenses of the arbitrator shall be shared equally by the Association and the County.

Section 6.9. Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Nurses' Council, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, including arbitration upon notice from the Association. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

Section 6.10. Special Conferences. Special conferences for important matters of mutual concern may be scheduled at mutually convenient times. Representatives of the Employer, the Administrative Committee and non-employee representatives may be present. Special conferences shall not be used to supplant the Grievance Procedure nor shall this agreement on Special Conferences supersede Section 16.10.

Section 6.11. Lost Time. The County agrees to pay for all reasonable time lost by an employee and Grievance Representatives, during regular scheduled working hours while processing a grievance or in attendance at an arbitration hearing, provided, however, this benefit may be revoked if it is being abused. Revocation shall not occur, however, until after the County has notified the Association of the abuse and after discussion between the Association and the County and the abuse has not been corrected within a designated period of time.

Section 6.12. Witnesses. If the Employer or the Association requests that the aggrieved employee or other persons are necessary, they shall be present at the hearing; provided, however, that if a witness is on duty, he will be excused after giving his testimony so that he can promptly return to duty.

STRIKES AND ILLEGAL ACTIVITY

Section 7.1. Prohibited. During the term of this Agreement or any extensions thereof, neither the Association nor any employee shall, either directly or indirectly, cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown, or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference.

Section 7.2. Violation. Any employee who engages in any activity prohibited by Section 7.1 shall be subject to such disciplinary action as the County deems appropriate, up to and including discharge. The Association acknowledges that discharge is an appropriate penalty for the violation of Section 7.1.

HOURS OF WORK AND OVERTIME

Section 8.1. Workweek. The official workweek for employees shall be forty (40) hours per week, not including a lunch period of one (1) hour each day. Schedules shall be prepared by the Employer, and employees shall be notified in advance. Reasonable amounts of overtime beyond the official workweek or the regular schedule may be required when requested by the Employer in order to provide the required services to the public.

Section 8.2. Overtime. Time and one-half (1-1/2) the employee's straight time hourly rate shall be paid for all hours worked in excess of forty (40) hours in the workweek and for all work performed on Saturday, Sunday or a recognized holiday (excluding the employee's birthday).

SENIORITY

Section 9.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the County commencing from his/her last date of hire. Continuous service is defined as that time actually spent on the active payroll of the County plus approved leaves of absence periods, unless otherwise provided in this Agreement. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames. Continuous service at any facility or operation taken over by the County shall be considered as continuous service with the County as determined by this Agreement.

Section 9.2. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) calendar months following their first date of employment with the County. Evaluations of those new employees shall be after the first six (6) calendar months. During this probationary period, an employee may be laid off or terminated by the Employer without regard and recourse to this Agreement. An employee who is absent from work for a period of time in excess of fourteen (14) days shall have his/her probationary period extended by a period of time equal to his/her absence. Upon completion of his/her probationary period, the employee shall be placed on the seniority list with seniority dating from his/her last date of hire.

Section 9.3. Benefits. Employee benefits shall commence and terminate as follows:

(a) Hospitalization insurance shall commence the first full month following date of employment if before the 19th; otherwise, the first of the month next succeeding the completion of one full month of employment. Employer contributions shall terminate the first of the month following termination of employment

or commencement of a leave of absence or layoff unless the employee contributes in advance the required premiums.

(b) Life insurance and sick leave shall commence the first of the month immediately following the completion of six (6) months of employment. Employer contributions cease as provided for hospitalization insurance.

(c) Pro-Rata Benefits. Paid sick leave, longevity and vacation benefits recited herein are predicated on an employee's working a full-time schedule on a basis of two thousand eighty (2,080) hours during a twelve (12) month period. Paid sick leave, paid leaves of absence and vacations shall be considered as a day of work (8 hours). An employee who is absent from work in excess of thirty (30) cumulative days due to an unpaid leave of absence or layoff shall receive these benefits if otherwise eligible on a pro-rata or reduced basis which shall be the ratio of his hours of work to a full-time schedule of two thousand eighty (2,080) hours.

Section 9.4. Seniority List. The County shall prepare a seniority list and submit it to the Association annually not later than February first (1st).

Section 9.5. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge; unless the employee is rehired within six (6) months of his/her quit or discharge;
- (b) Absence from work for three (3) consecutive working days unless otherwise excused;
- (c) Failure to return to work upon recall from a layoff;
- (d) Failure to return to work at the expiration of a leave of absence, unless otherwise excused;
- (e) Laid off for lack of work for more than twelve (12) months;
- (f) Retirement;
- (g) Promotion to a position outside the collective bargaining unit.

LEAVES OF ABSENCE

Section 10.1. Personal Leave.

(a) Personal Leave Without Pay. Employees may be granted a personal leave of absence without pay upon approval. Requests for personal leave of absence shall be in writing and given to the division head. Such requests shall state the reasons for the leave. Approval shall be in writing by the employee's division head and the Personnel Officer.

Each employee shall be entitled to forty (40) hours of leave without pay annually without loss of benefits, if scheduled in advance with the employee's immediate supervisor.

(b) Personal Leave With Pay. Personal leaves of absence may be granted with pay upon approval of the Finance Committee.

(c) Association Leave Without Pay. The County may grant up to five (5) consecutive days' leave of absence without pay to any member of the Executive Board to attend Association functions or seminars, provided, however, that two weeks' (14 days') advance notice is given and that such leave does not interfere with the personnel requirements of the Department. Seniority and all fringe benefits shall continue during such leave.

Section 10.2. Sick Leave. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

- (a) No sick leave payment will be made to a newly-hired employee during the first six (6) months, nor to a terminating or retiring employee after the last day worked.
- (b) After the completion of the first six (6) month period, each full time employee shall be credited with six (6) days of sick leave and will accumulate sick leave with pay at the rate of one (1) working day for each full month of employment exclusive of leaves of absence.
- (c) In no case shall the accumulated earned sick leave exceed one hundred eighty (180) days. This "bank" shall be established from the records since January 1, 1955.
- (d) When arranged for and approved by the Personnel Office, sick leave shall be granted:

(1) When it is established to the County's satisfaction that an employee is incapacitated for the safe performance of his duty because of sickness or injury.

(2) An employee shall not be charged sick leave time for a doctor or dentist appointment when such time off is of one or two hours' duration.

(3) When unusual situations or emergencies exist in the employee's immediate family.

(4) Funeral Leave. Upon notice to the Department Head, leave shall be given to attend the funeral or attend to personal family matters when death occurs in the employee's immediate family according to the following schedule:

- (a) Spouse, children, father, mother, sister, brother -- five (5) days.

Section 10.3. Military Leave.

(b) Father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents, grandchildren -- three (3) days.

(c) Aunts and uncles -- two (2) days.

Funeral leave with pay shall be deducted from an employee's accumulated sick leave. Additional time equivalent to air travel without sick leave pay shall be allowed for out-of-state immediate family deaths.

(e) No sick leave shall be granted for minor ailments which would not affect the safety of the employee, or of other persons, or of property, while performing job duties.

(f) Disability due to pregnancy shall be treated as any other disability.

(g) Medical certification will generally not be required to substantiate sick leave of absence of three (3) consecutive working days or less; however, medical certificates, or, in lieu thereof, a signed written statement from the employee setting forth the reasons for the sick leave, may be required at the discretion of the County for each absence regardless of duration if the County has reason to believe the employee is abusing his/her sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

(h) For clarification purposes, this section is interpreted as giving the Employer discretion of medical or written statement, and that, in the event an employee is ready for work, he/she may not be prevented from working until he/she obtains the medical statement verifying his/her illness.

(i) Before an employee absent from his/her duties for twelve (12) consecutive days returns, he/she shall satisfy the County that he/she is fit to again perform his/her duties.

(j) In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under the Worker's Compensation Law of the State of Michigan, such employee, with the approval of the Personnel Officer, shall be allowed salary payments, which with his/her compensation benefit, equal his/her regular salary or wage. The period covered by the above shall be a period not to exceed six (6) weeks after which accrued sick leave may be utilized to maintain the difference between the compensation payment and the employee's regular salary or wage. Upon the exhaustion of the sick leave bank, the employee shall draw only those benefits as are allowable under the Worker's Compensation Law of the State of Michigan.

(a) Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided he/she satisfies the eligibility requirements established under this Agreement.

(b) Any permanent employee participating in a branch of the Armed Forces Reserve Training Program shall be granted a leave of absence not to exceed ten (10) working days upon presentation of proper documentation by the Commanding Officer. Such employee shall be paid by the County the difference between the amount received for such training and the employee's regular salary or wage.

(c) Any permanent employee who is called out on emergency duty by any of the established Armed Forces Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the State of Michigan and the citizens of the United States, shall be paid by the County the difference between the amount the employee receives for such duty and his regular salary or wage for a period not to exceed five (5) working days.

Section 10.4. Jury Leave. Employees summoned by the Court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day that an employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for either eight (8) hours and the amount the employee receives from the Court, up to a maximum of forty-five (45) days per year. In order to receive jury duty pay from the Employer, an employee must:

(a) Give the division head reasonable advance notice of the time that the employee is required to report for jury duty;

(b) Give satisfactory evidence that the employee served as a juror at the summons of the Court on the day that the employee claims to be entitled to jury duty pay; and

(c) Return to work promptly if after he/she is summoned by the Court, he/she is excused from jury duty service.

Section 10.5. Educational Leave.

(a) Leave of absence without pay may be granted to pursue an educational program if approved by the Department Head and the County's Personnel Officer.

(b) Special arrangements in work schedules may be provided to attend educational classes with the approval of the Department Head.

(c) Opportunities for paid workshops, seminars and other programs shall be offered and awarded to registered nurses equitably conditioned upon the

availability of funds, personnel needs of the Department and the level of training required of the particular registered nurse as determined by the Department Head and the County's Personnel Officer.

VACATIONS

Section 11.1. Vacation Eligibility. Full time employees of the County shall earn vacation leave with pay in accordance with the following schedule:

- (a) An employee shall not be entitled to a vacation leave during the course of the calendar year in which he/she is first employed except that if the employee is hired between January 1 and June 30, he/she may take one (1) week's vacation after he/she has worked six (6) months, but if taken, his/her vacation in his/her second calendar year shall be reduced to one (1) week.
- (b) An employee shall be entitled to two (2) weeks' vacation leave during his/her second calendar year of employment if his/her anniversary date of hire is between January 1 and June 30, and no vacation is taken under paragraph (a) above; otherwise he/she shall be entitled to one (1) week of vacation time.
- (c) An employee shall be entitled to two (2) weeks' vacation leave during the course of the third through the seventh calendar years of his/her employment.
- (d) An employee shall be entitled to three (3) weeks' vacation leave during the course of the eighth through the tenth calendar years or if seven years of service by October 1.
- (e) An employee shall be entitled to sixteen (16) days' vacation leave after eleven (11) years of service by October 1.
- (f) An employee shall be entitled to seventeen (17) days' vacation leave after twelve (12) years of service by October 1.
- (g) An employee shall be entitled to eighteen (18) days' vacation leave after thirteen (13) years of service by October 1.
- (h) An employee shall be entitled to nineteen (19) days' vacation leave after fourteen (14) years of service by October 1.
- (i) An employee shall be entitled to twenty (20) days' vacation after fifteen (15) years of service by October 1.
- (j) Effective January 1, 1990, employees shall be entitled to improved vacation leave as indicated below:

<u>After</u>	<u>Days of Vacation</u>
16 years' service	21
17 years' service	22
18 years' service	23
19 years' service	24
20 years' service	25

Section 11.2. Vacation Schedule. Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take his/her vacation leave one (1) day at a time unless otherwise approved by the Personnel Officer. Employees desiring a preference shall submit their written selection prior to March 15. Exceptions to this policy shall be considered for individual cases. Once an employee has made his/her selection, he/she shall not be permitted to change his/her selection, thereby disturbing the choice of another employee. The employee's supervisor may approve a change in selection provided another employee's choice is not disturbed or the other employee consents to the disturbance. An employee may accumulate vacation leave up to five (5) weeks upon written notification to the Personnel Officer of the Department Head's approval.

Section 11.3. Vacation Credits During Leaves of Absence. Days on leaves of absence (without pay) shall not be considered as days worked for the purpose of acquiring vacation credits, provided however, that special circumstances may be considered by the Personnel Officer with the approval of the Controller.

Section 11.4. Vacation Pay.

- (a) An employee will be paid for the vacation period on the basis of forty (40) hours per week and eight (8) hours per day, at the employee's rate at the time he/she takes his/her vacation.
- (b) An employee wishing to receive his/her vacation payment on the payday preceding his/her vacation may apply to the Controller no later than three (3) weeks prior to that pay period.

Section 11.5. Accrued Vacation. Vacation earned and unused as of January 1, shall be paid to an employee upon termination of employment. In case of death, payment will be made to the named beneficiary or estate.

HOLIDAYS

Section 12.1. Recognized Holidays.

An employee shall be entitled to holiday leaves with pay on the following recognized holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day

Day after Thanksgiving
Day before Christmas
(Dec. 24)
Christmas Day
Personal Day *

*An employee at the "G" step shall receive one (1) personal day annually.

(a) An eligible employee shall be credited with a personal day on the day that the following previous holidays were recognized but not scheduled as a day off with pay: Washington's Birthday, Veteran's Day, an employee's birthday and Martin Luther King's Birthday. The personal day may be taken on any subsequent day, provided that it is approved by the department head and that it is taken within twelve (12) months following the date that it is credited. Personal days not taken shall be forfeited. Personal days shall be compensated at the employee's regular rate for eight (8) hours. No additional compensation shall be due under Section 8.2 for working on the recognized holiday where a personal day is given in lieu thereof.

Section 12.2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) An employee, to be eligible for a holiday with pay, must be a full time employee on the day of the holiday and must have worked on the scheduled work-day immediately preceding and following the holiday, except that when a recognized holiday falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning or end of his regular scheduled vacation.

(b) Employees who are prevented from working the day before or the day after a holiday due to hospitalization, and who are otherwise eligible for holiday pay shall receive holiday pay. The County Personnel Director and the Association may, by mutual agreement, waive the terms of subparagraph (a) in appropriate circumstances.

(c) When one of the recognized holidays falls on a Sunday, Monday shall be observed as a holiday. When a recognized holiday falls on a Saturday, the preceding Friday shall be observed as a holiday.

(d) An employee who is scheduled to work on a holiday and fails to report shall not receive holiday pay for that day unless otherwise excused by the Personnel Director.

Section 12.3. Pro-Rata Holiday Benefit. All regular full-time part-time employees with seniority who are regularly scheduled for twenty (20) or more hours per week shall, if otherwise eligible under Section 12.2, be entitled to receive holiday pay of four (4) hours for each of the following holidays: New

Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

INSURANCE

Section 13.1. Hospitalization. The County shall provide all full time employees with Blue Cross - Blue Shield, MVF-1, semi-private hospitalization insurance with a Master Medical Option 1 insurance rider. Premiums for the full-time employee and his/her dependents shall be fully paid by the County as provided in Section 9.3. In addition, all full time employees with seniority shall be provided a \$2.00 co-pay Drug Rider. A FAE rider shall be added, effective upon ratification of this Agreement.

The Employer reserves the right to establish a self-insurance hospitalization program or to select another insurance carrier which will provide substantially the same or equivalent benefits insofar as is possible except as to the administration of such hospitalization insurance.

(a) The Employer agrees to give the Association sixty (60) days' advance notice of its intent to establish a self-insurance hospitalization program. Grievances filed relating to the conversion to a self-insurance hospitalization program may be initiated at Step 2 of the Grievance Procedure.

Section 13.2. Life Insurance. The County shall pay the required premiums to provide each full time employee with seniority with a Ten Thousand Dollar (\$10,000) Term Life Insurance policy with double indemnity.

Section 13.3. Dental Program. The County will provide a Program for all full time employees with seniority wherein benefits shall provide fifty percent (50%) of dental fees paid by the Program with an \$800 maximum and fifty percent (50%) of the dental fees paid by the employee. Orthodontics are not covered by the Program.

Section 13.4. Coordination of Benefits. All medical and dental programs shall provide for coordination of benefits among members of the same family employed by the Employer.

Section 13.5. Retiree's Health Insurance. In lieu of any payout for accumulated sick leave, the Employer will provide health care insurance for employees who retire under the Employer's retirement plan on January 1, 1991, or thereafter, in accordance with the following:

(a) The Employer shall pay the required premiums for a single subscriber or a two-person (employee and current spouse) for a Blue Cross/Blue Shield, semi-private, insurance policy (or for such other comparable insurance coverage or carrier as the Employer shall determine), exclusive of any riders, except the \$2.00 co-pay drug rider, up to and not to exceed an amount determined by multiplying \$3.00 times the employee's full years of continuous service with the Employer, not to exceed thirty (30) years, paid monthly.

(b) Insurance premiums shall be paid commencing the first month following retirement, including disability but excluding deferred, and

ending upon age 65 or the death of the employee, whichever comes first.

- (c) No payments shall be made by the Employer if:
 - (i) the employee receives a deferred pension;
 - (ii) the retiree is covered by a health care program or insurance under his spouse's employment;
 - (iv) the balance of the required premiums required by the carrier in excess of those paid by the Employer, are not paid by the employee;
 - (v) the retiree permanently moves his residence outside the State of Michigan, provided however, that once each year upon submission of receipts for insurance by the Association to the Employer, payment as otherwise provided herein shall be submitted to the Association for distribution to its members who have furnished receipts.

PROMOTIONS AND TRANSFERS

Section 14.1. Postings. Vacant positions in the bargaining unit which are to be filled shall be posted on the bulletin board at all Health Department offices for five (5) days. A copy of the posting shall be given to the Association for informational purposes. Interested employees may make application for such vacancies by filing with the Director of Community Nursing. The Employer shall consider the employee's experience, work history, qualifications and seniority of the applicant and the best interest of the Department in filling the vacancy.

LAYOFF AND RECALL

Section 15.1. Layoff Procedure. In the event that a reduction in personnel is necessary, the County agrees to lay off the least senior employees in the classification affected first, and thereafter using the order of inverse seniority. Recall to work shall be made on the basis of the most senior employee first and thereafter in the order of seniority. It is understood that if, in the opinion of the County, it is necessary for the efficient operation of the County's business, where particular skill and experience is required, seniority need not be followed.

(a) For purposes of layoff and recall only, four (4) members of the Association's Grievance and Bargaining Committee shall head the seniority list of their respective classifications during their term of office. The Association recognizes that the County is not obligated to "make work" for members of the Association's Grievance and Bargaining Committee and that such representatives must have the necessary skill and experience to perform the required work.

(b) Employees who are to be indefinitely laid off shall receive fourteen (14) calendar days' advance notice unless such layoff is necessitated by an emergency situation where such advance notice is not possible. An employee

recalled to work shall have a minimum of five (5) work days after notice before the employee has to report for work. Recall notice shall be sent by Certified Mail, return receipt requested. If the employee fails to report, he shall be considered a voluntary quit.

(c) Employees recalled to work shall have recall rights to their former position and must accept such recall unless the employee has accepted a permanent transfer to a new position, and in which case, he/she shall not have recall rights. An employee who is transferred to a lower-paying position in lieu of layoff shall have recall rights to his/her former position if that position reopens.

MISCELLANEOUS

Section 16.1. Discharge and Discipline. The parties agree that the standards of just cause for imposition of discharge or disciplinary suspension are not the same as the standards required by law arising out of the alleged commission of crimes. Therefore, any discharge or disciplinary suspension shall be based upon the standards of just cause, independent of the issuance of or the lack thereof of a criminal complaint. The Association acknowledges that the Employer may temporarily transfer an employee or change his work duties, without loss of pay or benefits, pending investigation of alleged misconduct, whether there are criminal allegations or not, if in the Employer's opinion, such action is warranted due to the public duties or interest involved.

Section 16.2. Mileage. Reimbursable mileage shall be at a rate based upon retail sales price of unleaded, self-service gasoline at the Meijer's Gas Station located at 28th Street and Kalamazoo Avenue in Grand Rapids, in accordance with the following formula:

<u>Retail Price</u>	<u>Mileage Reimbursement</u>
\$1.199 per gallon	\$0.24
1.299 per gallon	0.25
1.399 per gallon	0.26
1.499 per gallon	0.27
etc.	etc.

If the retail price should reach \$2.50 per gallon or if gasoline rationing occurs, the County and the Association agree to renegotiate the mileage.

Section 16.3. Dual Employment. No employee shall hold dual employment where such additional employment shall:

- (1) Create a conflict of interest between the County job and the proposed outside work.
- (2) Work an interference with the employee's regular County work.
- (3) Interfere with the quality or quantity of the employee's regular County work.

Section 16.4. Temporary Employees. The County reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement.

Section 16.5. Clothing Allowance. All eligible employees who adhere to the uniform policy of the Department shall receive an annual uniform allowance effective December 31, 1983 in the amount of One Hundred Seventy-Five Dollars (\$175.00). All employees who are scheduled and who work a minimum of twenty (20) hours per week and who are actively employed on December 31 of any calendar year shall be eligible to receive the clothing allowance. The clothing allowance shall be paid in January of each year. An employee who is on layoff or leave of absence on December 31 shall receive the clothing allowance upon returning to work if such return to work occurs on or before July 1 in the year in which the allowance is paid. Effective January 1, 1984, all eligible new employees shall receive a \$100 clothing allowance upon their employment. Effective January 1, 1987, all eligible employees who adhere to the uniform policy of the Department shall receive an annual uniform allowance in the amount of Two Hundred Twenty-five Dollars (\$225.00).

Section 16.6. Retirement Plan. The Kent County Retirement Plan first effective on January 1, 1949 shall be continued and shall be improved to provide normal retirement benefits at two percent (2%) of the employee's annual compensation as defined in the Plan after eight (8) years of continuous service with the County. Employee contributions to the Plan shall be four and one-half percent (4.5%) of their annual salary.

Section 16.7. Longevity Compensation. The longevity compensation plan as established in the Personnel Policy Manual for the County of Kent shall be continued.

This longevity benefit shall be frozen at the level established on January 1, 1989. All employees who were not eligible for longevity on January 1, 1989, and all newly hired employees on or after that date shall not receive longevity benefits.

Section 16.8. Rules and Regulations. The County reserves the right to establish rules and regulations and personnel policies not inconsistent with this Agreement. The Association may object to the reasonableness of any work rule in the Department by filing a grievance within five (5) days after posting or adoption of such rule.

Section 16.9. Captions. The captions used in each Section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 16.10. Retirement Bonus. An employee who retires under the Kent County Retirement Plan on or after January 1, 1990, and who has on the date of her retirement an accumulated and unused sick leave balance of thirty (30) days or more, shall receive One Thousand Dollars (\$1,000.00) upon her retirement.

Section 16.11. Waiver Clause. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties, shall

govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. 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 respect to any subject or matter not removed by law from the area of collective bargaining, 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 County and the Association, for the life of this Agreement, 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, 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.

Section 16.12. Role of the Public Health Nurse. The following is intended as a generalized statement of the role of the public health nurse and shall not restrict the Employer in the exercise of its lawful management rights nor shall it excuse a public health nurse from performing his/her assignments given to him/her by his/her supervisor which is connected with the mission of the Department, provided that such assignment is consistent with his/her professional ethics:

Kent County public health nurses work as members of a 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 assessment, planning and implementation and evaluation of community health needs. They may provide skilled nursing services to individuals and families at home, school, work and in hospitals, clinics, nursing homes and other settings. Public health nurses may participate in educational programs for nurses, community groups, co-workers in public health and allied professions. Kent County public health nurses emphasize promotion and maintenance of health including prevention of disease and disabling conditions. They may provide comprehensive care including maximum rehabilitation of the sick and disabled. The public health nurse frequently serves as liaison between the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The public health nurse presents the potential public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. The public health nurse lends support and special skills to the total configuration of public health practice.

Section 16.13. Classification and Rates. The classifications and rate schedule attached as Appendix "A" is incorporated herein and made a part of this Agreement. Steps "A" through and including "G" shall be applicable in accordance with the County pay plan. Retroactive payment is limited to those employees who are on the Employer's active payroll as of August 2, 1989.

DURATION

Section 17.1. This Agreement shall remain in force until 12:00 midnight, December 31, 1991, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written

notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, negotiation, change or any combination thereof.

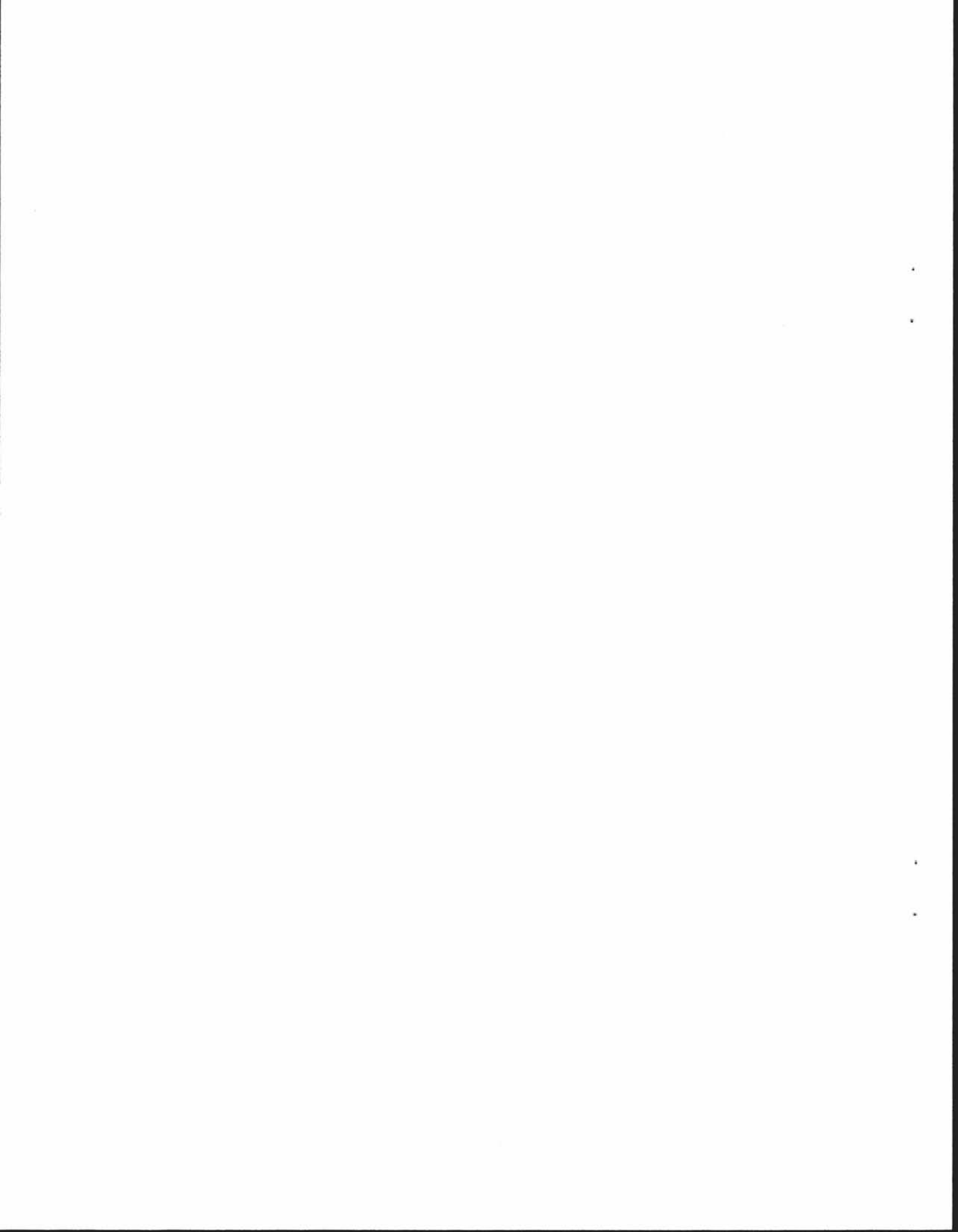
IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 25 day of October, 1989.

MICHIGAN NURSES ASSOCIATION
and PUBLIC HEALTH NURSES
COUNCIL OF KENT COUNTY

COUNTY OF KENT

John Jankovic
John E. Hatch
Barbara Kiersey
Suzanne M. Kuntz
Tanya Miller

Kenneth J. Krupers
Richard J. Pelt
Daniel A. Ward
Gene Bell



CLASSIFICATION AND RATES

(Steps A through and including G shall be applicable in accordance with the County pay plan.)

I. The following wage rates shall be effective the first pay period on or after January 1, 1989:

<u>PHN</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
A	\$22,339.20	\$23,150.40	\$24,190.40	\$25,001.60	\$26,228.80	\$27,289.60	\$28,641.60
B	859.20	890.40	930.40	961.60	1,008.80	1,049.60	1,101.60
H	10.74	11.13	11.63	12.02	12.61	13.12	13.77

II. The following wage rates shall be effective the first pay period on or after January 1, 1990:

<u>PHN</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
A	\$23,462.40	\$24,315.20	\$25,396.80	\$26,249.60	\$27,539.20	\$28,662.40	\$30,076.80
B	902.40	935.20	976.80	1,009.60	1,059.20	1,102.40	1,156.80
H	11.28	11.69	12.21	12.62	13.24	13.78	14.46

III. The following wage rates shall be effective the first pay period on or after January 1, 1991:

<u>PHN</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>
A	\$24,627.20	\$25,542.40	\$26,665.60	\$27,560.00	\$28,912.00	\$30,097.60	\$31,574.40
B	947.20	982.40	1,025.60	1,060.00	1,112.00	1,157.60	1,214.40
H	11.84	12.28	12.82	13.25	13.90	14.47	15.18

