

12/31/92

A G R E E M E N T

between

COUNTY OF KENT

and

REGISTERED NURSES STAFF COUNCIL, COUNTY OF KENT

Kent County

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

Effective: July 1, 1989 - December 31, 1992

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A G R E E M E N T

THIS AGREEMENT effective July 1, 1989, at Kent County, Michigan, by and between the COUNTY OF KENT, hereinafter referred to as the "County," and the REGISTERED NURSES STAFF COUNCIL, COUNTY OF KENT, hereinafter referred to as the "Staff Council."

WITNESSETH:

WHEREAS, the County and the Staff Council recognize that the efficient administration of the County Government and the well-being of the employees require that orderly, peaceful 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, the parties recognize that the interest of the community and job security of the employees depends upon the County's success in establishing proper services for the community; 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 Staff Council;

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

NOW, THEREFORE, the parties agree as follows:

RECOGNITION

Section 1.1. Collective Bargaining Unit. The County hereby agrees to recognize the Staff Council as the exclusive collective 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 full-time and regularly scheduled part-time Registered Nurses I and II as classified and employed by Kent County and Kent Community Hospital, Kent Oaks and Juvenile Detention, Child Haven and the Sheriff's

Department, BUT EXCLUDING public health nurses, supervisors and all other employees.

(a) If the Employer should establish a non-supervisory position which is to be filled with an RN III classification, the Employer shall advise the Staff Council in writing whether the position will be included or excluded from the bargaining unit. If the Council disagrees with the Employer's designation, the parties shall schedule a special conference to discuss the matter.

Section 1.2. 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 in Section 1.1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

(a) Permanent Full-Time Employee. A permanent full-time employee is an employee who is working the official workweek on a regular schedule at a job classified by the County as permanent.

(b) Full-Time Part-Time Employee. A full-time part-time employee is an employee who is working on a regular schedule in a position which is scheduled for less than the official workweek.

(c) Regular Part-Time Employee. A regular part-time employee is an employee who is working on a regular schedule but who is working less than the full-time requirements required of the position.

(d) Irregular Part-Time Employee. An irregular part-time 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.

(f) Facility. Facility shall mean any one of the following areas: Kent Community Hospital, Kent Oaks, Juvenile Detention, Child Haven and the Sheriff's Department.

STAFF COUNCIL MEMBERSHIP

Section 2.1. Voluntary Membership. Employees covered by this Agreement may join or not join the Staff Council according to their own personal choice. The decision to become a member of the Staff Council or to not become a member of the Staff Council is strictly voluntary with the individual employee.

Section 2.2. Staff Council Security.

(a) All employees who are members of the Registered Nurses' Staff Council for the County of Kent and who are subject to this Agreement 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 Staff Council a sum equivalent to membership dues and assessments uniformly levied upon all Staff Council members.

(b) All new employees shall pay to the Staff Council a "service fee" in an amount equal to membership dues of the Staff Council commencing the month following the completion of one (1) full month of employment by the employee. Upon completion of his/her probationary period, the new employee shall, as a condition of continued employment, either (1) become and remain a member in good standing in the Staff Council for the duration of this Agreement, or (2) pay to the Staff Council a sum equivalent to membership dues and assessments uniformly levied upon all Staff Council members.

STAFF COUNCIL DUES AND INITIATION FEES

Section 3.1. Checkoff.

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

(b) Authorizations once filed with the County shall be irrevocable for a period of one (1) year or until the termination of this Agreement (including any extensions, renewals or modifications thereof, or any new Agreement, between the County and the Staff Council). The following Authorization for Checkoff Dues form shall be used for this purpose:

Authorization for Payroll Deduction

I hereby request and authorize you to deduct from my earnings once each month, an amount established by the Staff Council as monthly dues.

The amount deducted shall be paid to the Treasurer of the Staff Council.

By: _____
Print: Last Name First Name Middle Name

To: _____
Employer

Date to Start Signed: _____
Deduction: Address: _____

(c) The Staff Council shall, prior to January 1, and thirty (30) days in advance of the start of each calendar year thereafter, give written notification to the County of the amount of the annual dues which are to be deducted. The amounts of deductions for dues shall not be subject to change during the entire calendar year, unless otherwise mutually agreed.

(d) Staff Council membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required.

(e) The County shall forward to the Treasurer of the Staff Council, within fifteen (15) days following deduction, a sum equal to the total monthly deductions made hereunder.

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

(g) The County shall not be liable to the Staff Council 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 Staff Council agrees to indemnify and hold the County harmless for any and all claims against the County in connection with the checkoff of Staff Council membership dues.

RIGHTS OF COUNTY

Section 4.1. 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 obligations 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.

STAFF COUNCIL REPRESENTATION

Section 5.1.

(a) Professional Rights and Responsibility Committee. The County agrees to recognize a Professional Rights and Responsibility Committee composed of eight (8) employees. Each member of the Committee shall be an employee of the County and shall have been employed for at least twelve (12) consecutive months. The Staff Council shall furnish the County, in writing, a list of its designated Professional Rights and Responsibility Committee members. Members of the Committee shall act in a representative capacity for the purpose of processing grievances in accordance with the grievance procedure for the employees at the facility where the individual Committee members are employed and shall have no authority to act in such capacity outside such facility.

(b) Reporting. When it is necessary for a Committee member to leave work to handle a grievance in accordance with the grievance procedure established in this Agreement, such Committee member shall notify her supervisor. She shall be excused at the earliest possible time after proper arrangements have been made. The Committee member shall return to her job as promptly as possible, and upon return shall immediately report to her supervisor. In order to enable the County to organize patient service and work on each shift, no employee or Committee member shall be ordinarily permitted to leave her work during the first hour of each shift for grievance purposes.

(c) Bargaining Committee. The County also agrees to recognize a Bargaining Committee composed of five (5) employees including the President of the Staff Council and the Chairperson of the Professional Rights and Responsibility Committee who have seniority. The Bargaining Committee's sole function shall be to prepare for and to meet with the County representatives for the purpose of negotiating modifications to this Agreement.

(d) A fully executed copy of the ratified agreement shall be provided to the Staff Council within 45 days of adoption by the County Board of Commissioners.

GRIEVANCE AND ARBITRATION PROCEDURE

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

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

(a) Verbal Procedure. An employee with a complaint shall notify her shift supervisor or department head within five (5) 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 the supervisor. At the request of the employee, the employee may have a member of the Professional Rights and Responsibility Committee present in order to participate in this informal discussion. Every effort shall be made to satisfactorily settle the complaint in this manner. The supervisor shall render her disposition within five (5) working days.

(b) Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee and a Professional Rights and Responsibility Committee person and presented to her shift supervisor or Department Head within five (5) working days after receipt of the County's answer in the verbal procedure. The County shall give its written answer within five (5) days after receipt of the written grievance.

Step 2. If the grievance is not satisfactorily settled in Step 1, the grievance shall be submitted to the facility's Director or administrator or designee within five (5) working days after receipt of the County's written answer in Step 1. The Director or administrator and chairperson of the Professional Rights and Responsibility Committee shall meet within five (5) days to discuss the grievance in an attempt to satisfactorily resolve the grievance. The County shall give its written answer within five (5) days after such meeting.

Step 3. If the grievance is not resolved in Step 2, the grievance may be submitted within five (5) days after receipt of the County's written disposition in Step 2 to the County's Personnel Officer or her designated representative and not more than four (4) members of the Professional Rights and Responsibility Committee shall meet to discuss the grievance. Such meeting shall be scheduled at the mutual convenience of the parties, but not later than thirty (30) days after the grievance is submitted in Step 3. The County shall give its

answer within ten (10) days after such meeting. Either party may have outside representatives present if desired. If the grievance is not satisfactorily resolved, it may be submitted to arbitration in accordance with the procedures established in this Agreement.

Section 6.3. Grievance Resolution. All resolutions of grievances must be approved by the Personnel Officer before they are binding on the County. If the Personnel Officer disagrees with the settlement in Steps 1 or 2, she will notify the Staff Council in writing so that the Staff Council may appeal the grievance to Step 3.

Section 6.4. 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 Staff 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, but excluding arbitration. 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 6.5. Time Computation. Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

Section 6.6. Grievance Form. The grievance form shall be mutually agreed upon.

Section 6.7. Discharge Grievance. Any grievance concerning the discharge of an employee may be initiated at the third step of the grievance procedure.

Section 6.8. Policy Grievances. A grievance concerning an entire shift or the bargaining unit as a whole shall be filed by the Chairperson of the Professional Rights and Responsibility Committee within five (5) working days after the occurrence or knowledge of the events giving rise to the complaint at Step 2 of the grievance procedure.

Section 6.9. Arbitration Request. The Staff Council may request arbitration of any unresolved grievance which is arbitrable only during the term of this Agreement or any extension (s) thereof, by giving written notice of its intent to arbitrate within thirty (30) days following receipt of the County's disposition in Step 3 of the Grievance Procedure.

Section 6.10. Selection of Arbitrator. Upon the filing of a timely request for arbitration with the County, 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 and the remaining name shall serve as the arbitrator; the Staff Council shall strike the first name from the list.

Section 6.11. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall be at all times governed wholly 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 arbitrator recognizes that the County is a political subdivision created by the Legislature of the State of Michigan for service to the taxpayers of the County and that the rights and interest of the public are paramount. Job descriptions, classifications and work standards shall not be subject to arbitration. Any award of the arbitrator shall not be retroactive more than fifteen (15) days immediately preceding the time that the grievance was first submitted in writing. The arbitrator's decision shall be final and binding upon the Staff Council, County and employees. Expenses and fees of the arbitrator shall be shared equally between the County and the Staff Council.

Section 6.12. Lost Time. The County agrees to pay for all reasonable time lost by an employee during her regular working hours while pursuing the grievance procedure, provided, however, the County reserves the right to revoke this benefit if this privilege is being abused. Revocation shall not occur, however, until after the County has notified the Staff Council in writing of the abuse and after discussion between the Staff Council and the County, the abuse has not been corrected within a designated period of time.

Section 6.13. Access. Non-employee representatives of the Staff Council, after first notifying the County's Personnel Director, may visit the areas where the employees they represent are located for the purpose of representing such employees in accordance with the provisions of the grievance procedure established in this Agreement, provided that such visits occur at reasonable intervals during working hours and, provided further, that such visits do not interfere with the service of the facility visited.

Section 6.14. Witnesses. If the County or the Staff Council requests that the aggrieved employee or other persons are necessary, they shall be present at the hearing, or at any step or steps of the grievance procedure; provided, however, that if a witness is on duty, she will be excused after giving her testimony so that she can promptly return to duty. Members of the bargaining committee may attend the arbitration hearing.

STRIKES AND ILLEGAL ACTIVITY

Section 7.1. Prohibited. Neither the Staff Council 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 subject to the grievance procedure. The Staff Council acknowledges that discharge is an appropriate penalty for the violation of Section 7.1.

SPECIAL CONFERENCES

Section 8.1. Special Conferences. Special conferences for important matters of general concern may be arranged by mutual agreement between the President of the Staff Council or her designated representative and the County's Personnel Director or her designated representative. Conferences shall be held at a time mutually agreed upon. The Staff Council agrees that this conference procedure shall not be used for matters which should be processed through the grievance procedure, or discussed when this Agreement is opened for negotiations on modifications or extensions. A request for a conference shall be in writing and shall be accompanied by a proposed agenda of the matters to be discussed. Conference meetings will be between two (2) representatives of the Staff Council and representatives of the County. The County agrees to pay for any time lost from work of an approved employee participant. Both parties may use or invite non-employee representatives or guests.

PROFESSIONAL RESPONSIBILITY

Section 9.1. Professional Responsibility. The County recognizes that a Registered Nurse is not only responsible for high quality nursing care under the direction of a licensed physician, or other designated supervisors, but also performs assigned nursing care functions independently. The County shall provide appropriate orientation as required for all newly employed or newly permanently assigned Registered Nurses.

The County recognizes that the Registered Nurse should be utilized to render nursing functions assigned to her by the County consistent with her professional training and skill, including serving as a team leader or charge nurse when so designated. The Registered Nurse should not be expected to perform ancillary services as a routine function.

The above is provided to generally define and recognize the proper role of the Registered Nurse, provided, however, the statement of intent recited in this Section shall not excuse a Registered Nurse from performing any assignment given to her by her supervisor, provided such assignment is consistent with her professional ethics.

SCHEDULING, HOURS OF WORK, PREMIUM PAY

Section 10.1. Regular Workweek. It is recognized by the Staff Council that the care and welfare of Hospital patients requires service on a seven (7) day week, twenty-four (24) hour a day basis. The regular workweek shall be ordinarily forty (40) hours performed on five (5) days of eight (8) consecutive hours each within a period of seven (7) consecutive days but this shall not constitute a guarantee of hours. The regular workweek applies to a full-time nurse and does not apply to a regular part-time nurse who works on a schedule that may change from time to time for mutual accommodation.

Section 10.2 Work Shifts. Work shifts generally consist of eight (8) consecutive hours of work with one-half (1/2) hour non-paid lunch period. Nurses shall be expected to complete their scheduled shift unless otherwise excused by their supervisor.

Section 10.3. Work Schedules. The County will plan and post work schedules two (2) weeks in advance of the first working day included in a schedule. The schedule may be changed if unusual or emergency patient or personnel circumstances require the change. However, in the event that any employee reports for work pursuant to the schedule and has not been notified of a change in the schedule, and that employee is not required to work, the employee will receive the equivalent of two (2) hours' pay at the employee's regular rate for the time spent reporting to work. In the event that an employee is called back to work after her regular working hours, the employee will receive a minimum of two (2) hours' pay at the employee's regular rate or be paid for the actual time worked, whichever is greater.

Section 10.4. Workday. A workday shall be defined as a twenty-four hour period commencing from the start of the employee's regular scheduled shift. For purposes of overtime premium pay, this definition shall not apply where:

- (a) An employee's regular shift is changed at her request,
- (b) the employee is employed as a relief employee,
- (c) the employee's regular shift has variable starting times or is scheduled on a rotation basis, provided, at least eight (8) hours of off-duty is scheduled between the end of one shift and the start of another.

Section 10.5. Overtime Work Premium. Employees working at Kent Community Hospital and Kent Oaks shall receive time and one-half (1½) their straight time regular rate of pay for all hours actually worked in excess of eight (8) in any one (1) workday and eighty (80) in a fourteen (14) day pay period. Employees working at Juvenile Detention, Child Haven and the Sheriff's Department shall receive time and

one-half (1½) their regular hourly rate for all work performed in excess of forty (40) hours in any one workweek. Those employees who are working a ten (10) hour regular schedule shall receive time and one-half (1½) their regular hourly rate for all hours worked in excess of ten (10) hours in any one work day.

Section 10.6. Alternative Work Schedules. The Staff Council recognizes that it may be necessary to adopt schedules of work other than those recited herein for the purpose of adapting to patient or personnel needs, therefore the Hospital may adopt alternative work schedules but agrees to meet with the Staff Council upon its request for the purpose of discussing the impact of such changes.

Section 10.7. Alternate Weekend Schedule. Employees who are employed or who elect to work the alternate weekend schedule, shall be scheduled for a twelve (12) hour work schedule on Saturdays and Sundays and shall receive forty (40) hours pay at their straight time regular rate. Employees working the alternate weekend schedule shall be considered part-time employees for the sole purpose of the membership provisions in Section 2.2(b). Employees working the alternate weekend schedule shall not be eligible for any fringe benefits, however, those full time employees who have accumulated sick leave and elect to work the alternate weekend schedule, shall have such accumulated sick leave frozen. Upon returning to the regular full time schedule, such accumulated sick leave shall recommence.

SALARIES

Section 11.1.

(a) Classifications and Rates. The classifications and pay ranges together with the salary schedule steps for the RN I and RN II classifications are set forth in Appendix "A" and incorporated herein.

(b) Progression. Salaries for all full-time Registered Nurses in the bargaining unit shall be paid in accordance with the classification and wage schedule as set forth in Appendix "A" and progression for experience shall be measured from the full-time Registered Nurse's anniversary date of hire. Progression for experience for part-time Registered Nurses shall be paid when the nurse completes the required years of service in the appropriate classification determined by a formula where 2,080 hours of work shall equal one (1) year of service. For purposes of determining work experience, compensated hours, excluding overtime and premium pay, shall be considered hours of work. Overtime hours shall be credited according to the actual hours worked and not as compensated by premium rate.

(c) Credit for Prior Experience. A Registered Nurse with previous nursing experience may be given credit on the salary schedule for such experience as the County deems it appropriate depending upon the circumstances involved.

(d) Salary Schedule Step Increases. The Council acknowledges that salary step increases shall be on a merit basis upon written authorization of the Department Head to the Personnel Officer. A Department Head shall be permitted to withhold an authorization for a step increase for a period not to exceed six (6) months in accordance with County Personnel policies. However, if no written disciplinary action is given to an employee during the first year of her employment, the next step increase shall be automatic upon completion of one (1) year of service. Other step increases shall be given after an additional one (1) year of service after each step provided that the Department Head does not withhold in writing such step increase prior to the employee's anniversary date. If a salary step increase is withheld, the County agrees to notify the Staff Council of such action.

(e) Temporary Permit Nurses. Employees employed under temporary permits issued by the Michigan Board of Nursing while official registration is pending shall start at the beginning Step in the salary scale. Such employees shall remain at the beginning Step in the salary scale until official Michigan registration is received, and in no event shall an employee progress to the next step in the salary scale until official Michigan registration is received and the probationary period is completed.

(f) On-Call Duty. If the County should establish "on-call duty," the County agrees to negotiate the rate of pay for such duty with the Staff Council.

Section 11.2. Shift Differential. Effective the first pay period on or after November 20, 1989, a shift differential of one dollar (\$1.00) per hour will be paid for all hours worked on the 3:00 P.M. - 11:00 P.M. shift and the 11:00 P.M. - 7:00 A.M. shift. A Registered Nurse who works overtime into the shift does not qualify for shift differential unless a full shift is worked. When the majority of an employee's scheduled hours fall after 3:00 p.m., the employee shall be entitled to shift differential for her entire scheduled shift.

Section 11.3. Promotions. Permanent vacancies in the classifications of RN I or RN II not directly assigned to patient care, shall be posted on the bulletin board for five (5) days. Interested applicants may apply by submitting their requests at the personnel office, hospital or County, whichever is appropriate. The vacant position shall be awarded to the most qualified applicant who has the required qualifications. Qualifications shall include the employee's skill, ability, experience, work record, seniority, human relations and leadership skills, and availability to meet the required hours and work schedules. A nurse who is promoted will be moved to the new classification increment rate which is immediately higher on the applicable salary schedule, notwithstanding her years of service in her former classification. She will then advance in accordance with the schedule in her new classification according to her work experience.

Section 11.4. Shift or Area Transfers Within a Classification. Permanent vacancies in the RN I and II classifications on a shift or in a work area shall be filled from qualified employees within those classifications who have requested such a shift or area transfer. Qualifications shall include the employee's skill, ability, experience, work record, seniority, human relations and leadership skills, and availability to meet the required hours and work schedules. Where qualifications are equal, the transfer shall be awarded to the employee with the greatest seniority. Recalls under Section 17.1 shall be accomplished prior to shift request under this Section.

SENIORITY

Section 12.1. Seniority Definition. Seniority shall be defined to mean the length of the employee's continuous service with the County commencing from 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 12.2. Probationary Period. All new employees shall be considered probationary employees for a period of twelve (12) consecutive months, after which time their seniority shall be as of their last date of hire. For purposes of benefits requiring seniority status, the employee shall be eligible for such benefits after six (6) months of employment. During said twelve (12) consecutive month period, an employee shall be considered a probationary employee who may be laid off or terminated by the County at any time without recourse. Effective July 1, 1989, any employees hired on or after July 1, 1989 shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. If the County wishes to extend the probationary period in the case of any employee whose performance has not been fully satisfactory in the opinion of the County, the County may do so for an additional period not to exceed three (3) months, by giving written notice and reasons therefor to the employee and the Staff Council.

Section 12.3. Seniority List. The County shall prepare a seniority list and submit it to the Staff Council semi-annually. Written changes in the list will be given to the Staff Council quarterly upon request.

Section 12.4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under the following conditions:

- (a) By quit or discharge.
- (b) Absence from work for three (3) working days unless otherwise excused.
- (c) Failure to report for work from a layoff within five (5) days following receipt or attempted delivery of notice of recall by registered or certified mail sent to the employee's last known address.
- (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.

LEAVES OF ABSENCE

Section 13.1. 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 shall be signed by the employee and given to the Department Head. Such request shall state the reasons for the leave, provided, however, that leaves of absence in excess of forty-five (45) calendar days will not ordinarily be granted except in situations of unusual circumstances. Approval shall be in writing by the employee's Department Head and the Personnel Officer.

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

(c) Seniority Accumulation. Seniority shall continue on a leave of absence of thirty (30) days or less. A leave of absence of more than thirty (30) days shall result in an adjustment of the employee's seniority date equal to the period of such leave of absence.

Section 13.2. Sick Leave. It is agreed that employees shall earn and be granted sick leave in accordance with the following schedule:

(a) No sick leave with pay will be taken by a newly hired employee during the first six (6) months of employment.

(b) After the completion of six (6) calendar months of employment, 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 Officer, 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 her 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.

(b) Father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren: three (3) 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 health and safety of the employee, or of other persons, or of property, while performing job duties.

(f) 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 sick leave privileges. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal.

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

(h) In case of work-incapacitating injury or illness for which the employee is, or may be, eligible for work disability benefits under 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 her compensation benefit, equal 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.

(i) Each part-time employee will earn one (1) day of sick leave (eight [8] hours) for every 173 hours worked. The conditions of sick leave shall be the same as for full-time employees.

Section 13.3. Military Leave.

(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 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 her regular salary or wage for a period not to exceed five (5) working days.

Section 13.4. Disability Leave of Absence.

(a) A leave of absence without pay or fringe benefits for disability reasons shall be granted for an approved period to any employee with seniority upon presentation of competent medical evidence as to the necessity for such leave. Continuation of such leave for a

temporary period shall be conditioned upon the continuation of such disability, and the Employer may require medical evidence as to the medical status of such employee as to the necessity of the leave or the employee's ability to return to work.

(b) An employee who returns from a disability leave for a temporary period shall be offered reinstatement to her former classification if available, or if not available, to the first available RN classification.

(c) Seniority shall continue for a disability leave for a temporary period.

Section 13.5. Educational Leave. An educational leave of absence may be granted to an employee in accordance with the policies of the County.

VACATIONS

Section 14.1. 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 she is first employed except that if the employee is hired between January 1 and June 30, she may take forty (40) hours' vacation after she has worked six (6) months, but if taken, her vacation in her second calendar year shall be reduced to forty (40) hours.

(b) An employee shall be entitled to eighty (80) hours of vacation leave during her second (2nd) calendar year of employment if her anniversary date of hire is between January 1 and June 30, and no vacation is taken under paragraph (a) above; otherwise she shall be entitled to forty (40) hours of vacation time.

(c) An employee shall be entitled to two (2) weeks' vacation leave during the course of the third (3rd) through the seventh (7th) calendar years of employment.

(d) An employee shall be entitled to three (3) weeks' vacation leave during the course of the eighth (8th) through the tenth (10th) calendar years or if seven (7) years of service by October 1.

(e) An employee shall be entitled to three (3) weeks plus one (1) day's vacation leave during the course of the eleventh (11th) calendar year of service.

(f) An employee shall be entitled to three (3) weeks plus two (2) days' vacation leave during the course of the twelfth (12th) calendar year of service.

(g) An employee shall be entitled to three (3) weeks plus three (3) days' vacation leave during the course of the thirteenth (13th) calendar year of service.

(h) An employee shall be entitled to three (3) weeks plus four (4) days' vacation leave during the course of the fourteenth (14th) calendar year of service.

(i) After an employee has been in the employment of the County for fifteen (15) consecutive years by October 1 of the current calendar year and during the course of the sixteenth (16th) calendar year, the employee shall be entitled to four (4) weeks' vacation leave.

(j) Effective January 1, 1990, an employee shall be entitled to the following vacation leave during the course of the designated years of service:

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

Section 14.2. Vacation Schedule. Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave according to employee preferences consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take 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 between January 1 and March 15. Exceptions to this policy shall be considered for individual cases. Once an employee has made her selection, she shall not be permitted to change 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. The Employer acknowledges that under most circumstances, a response to the employee's vacation request should be given as soon as possible and within two (2) weeks shall be used as a guideline. An employee may accumulate vacation leave up to four (4) weeks upon written notification to the Personnel Officer of the Department Head's approval.

Section 14.3. Vacation Credits. Days on leave 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 14.4. Vacation Pay. 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 takes his vacation.

Section 14.5. Special Circumstances. Employees shall receive payment for accrued, but unused, vacation upon termination of their employment with the County.

Section 14.6. Pro-Rata Vacation Benefit for Regular Part-Time Employees. All regular part-time employees with seniority as of their anniversary date of hire who have been employed by the County a minimum of twelve (12) months shall be eligible for a pro-rata vacation benefit at their straight time regular rate of pay exclusive of all premium pay. The pro-rata vacation benefit shall be based on an actual-hours-worked formula where two thousand eighty (2,080) hours actually worked during the preceding twelve (12) month period equals full vacation benefits in accordance with the schedule set forth in Section 14.1 for full-time employees.

Section 14.7. Hospitalization During Vacation. If an employee is hospitalized as an in-patient during a vacation period and presents a physician's statement specifying the hospitalization dates, the time involved in the hospital may be charged to the employee's accumulated sick leave and not to vacation leave.

Section 14.8. Vacation Credits During Leaves of Absence. A full-time employee may be off payroll for up to one hundred seventy-three (173) hours in a calendar year without affecting vacation benefits. Any additional time off of payroll shall not be considered as days worked for the purposes of acquiring vacation credits; provided, however, that special circumstances may be considered by the Personnel Officer with the approval of the Controller.

HOLIDAYS

Section 15.1. Holidays.

(a) An eligible employee who is not scheduled to work on a recognized holiday shall be entitled to holiday pay in the amount of eight (8) hours at her regular straight-time rate of pay. Employees who are regularly scheduled to work for more than eight (8) hours may receive their regular rate for the hours that they would have worked but for the holiday observance but shall not receive more than seventy-two (72) hours' pay for the total of the nine (9) recognized holidays.

(b) An employee who is scheduled to work and who works on a recognized holiday shall, in lieu of holiday pay and leave, receive two and one-half (2½) times her regular straight-time rate for all hours that she works on a recognized holiday.

(c) The following shall be recognized holidays:

New Year's Day	Veteran's Day
Washington's Birthday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

(d) All full-time employees shall be eligible to take two (2) personal days off with eight (8) hours' pay for each day, each calendar year. Personal days shall be scheduled in advance at a mutually agreeable time between the employee and her immediate supervisor.

Section 15.2. Full-Time Part-Time Employees. Full-time part-time employees who regularly work not less than twenty (20) hours each week shall be entitled to holiday pay benefits for New Year's Day and Christmas Day.

Section 15.3. Pro-Rata Holiday Benefit for Regular Part-Time Employees. All regular part-time employees with seniority as of the date of the holiday who have been employed by the County a minimum of twelve (12) months shall be eligible for a pro-rata holiday benefit at their straight time regular rate of pay exclusive of all premium pay. The pro-rata holiday benefit shall be based on an actual-hours-worked formula where two thousand eighty (2,080) hours actually worked during the preceding twelve (12) month period prior to the holiday equals full holiday benefit as set forth in Section 15.1(a) for full-time employees.

Section 15.4. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

(a) The employee must be a full-time employee on the day of the recognized holiday.

(b) If the employee is not scheduled to work on the recognized holiday, the employee must have worked on the scheduled workday immediately preceding and immediately 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 her regular scheduled vacation.

(c) If the employee is scheduled to work on the recognized holiday, she must have worked on that day.

(d) Employees who are prevented from working the day before or the day after a holiday or the holiday itself, if so scheduled, due to hospitalization, and who are otherwise eligible for holiday pay, shall receive holiday pay. The County Personnel Director and the Staff Council may, by mutual agreement, waive the terms of subparagraph (d) in appropriate circumstances, in accordance with the Personnel Director's letter of February 28, 1969.

(e) An employee must not be on a layoff or leave of absence on the day of the recognized holiday.

(f) 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.

INSURANCE

Section 16.1. Hospitalization Insurance. The County shall provide Major Medical - Option I insurance and \$2.00 co-pay Prescription Drug rider to all full-time employees. The County shall assume the total premium for dependent coverage for full-time employees who elect dependent coverage on MVF-1 Semi-Private Blue Cross Hospitalization Insurance. The County reserves the right to select the insurance carrier or vehicle provided substantially equivalent coverage is retained.

Section 16.2. Life Insurance. The County shall pay the required premiums to provide each full-time employee with seniority with a Fifteen Thousand Dollar (\$15,000) Term Life Insurance policy, with double indemnity.

Section 16.3. Liability Insurance. During the term of this Agreement, all employees shall be covered by the Kent County Board of Institutions Malpractice and Comprehensive Patient Liability Trust.

Section 16.4. Dental Insurance. The Employer shall provide a dental plan for all full-time employees with benefits which pay fifty percent (50%) of dental fees up to a maximum of \$800 and the remaining fifty percent (50%) of the dental fees paid by the employee. The Employer shall also provide to all full-time employees an orthodontic rider with benefits on a 50-50 co-pay basis with maximum dental benefits remaining at \$800 annually. Effective January 1, 1990, the maximum shall be increased to \$1200 annually.

Section 16.5. 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;
- (iii) the balance of the required premiums required by the carrier in excess of those paid by the Employer are not paid by the employee;
- (iv) 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.

LAYOFF AND RECALL

Section 17.1. Layoff and Recall Procedure. In the event that the County determines a reduction in personnel is necessary, the County agrees to lay off the least senior employees in the classification and facility affected first, and thereafter using the order of inverse seniority in such classification and facility. Recall to work shall be made to the employee's former shift, classification and facility on the basis of seniority. It is understood that if, in the opinion of the County with consultation with the Staff Council, it is necessary for the efficient operation of the County's business, seniority need not be followed where particular skill and experience is required. A Registered Nurse II who is displaced due to the layoff provisions hereunder shall be assigned to a Registered Nurse I position on the same shift, if she has the greater seniority, otherwise to another shift, seniority permitting; provided, however, that she has the necessary skill, ability and experience to perform the required work. Upon such reassignment, the Registered Nurse II shall receive the Registered Nurse I salary at the same step that was held as a Registered Nurse II. It shall be the employee's sole responsibility to keep a current telephone number and address on file with the County on the approved form.

MISCELLANEOUS

Section 18.1. No Discrimination. There shall be no discrimination against any employee or employees by either the County or the Staff Council in regard to hiring, tenure of employment, promotions, transfers or other conditions of employment because of race, color, creed, national origin, sex, religious affiliation or age.

Section 18.2. Work Rules. The County reserves the right to promulgate and publish from time to time reasonable work rules and regulations not inconsistent with this Agreement. The Staff Council shall file a grievance within fourteen (14) days after the rule is published if the Staff Council feels that the rule is unreasonable. For informational purposes, the County shall furnish a copy of proposed work rule changes or additions to the Staff Council Chairperson.

Section 18.3. Evaluations. Written evaluations of the Registered Nurse shall be completed by her immediate supervisor in accordance with the policy and schedules established by the Employer. The Nurse shall acknowledge receipt of such written evaluation by signing the form. If a Nurse is in disagreement with the evaluation, a written dissent shall be prepared by the Nurse and filed with the Personnel Officer within fourteen (14) days following such evaluation. The Nurse shall receive a copy of her written evaluation upon request.

Section 18.4. Dual Employment. No employee shall hold dual employment where such additional employment shall:

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

Section 18.5. Temporary and Irregular Employees. The County reserves the right to hire temporary or irregular employees. Such employees shall not be subject to the terms of this Agreement and shall not displace employees covered by this Agreement.

Section 18.6. Retirement Plan. All employees shall participate and be eligible for coverage in the Kent County Retirement Plan. Said Plan shall provide normal retirement benefits at two percent (2%) of the employee's annual compensation as defined in the Plan. Employee contributions shall be four and one-half percent (4½%) of annual compensation as defined in the Plan.

Section 18.7. Retirement Bonus. All employees who retire under the Employer's retirement plan, excluding disability retirement, and who have accumulated an unused sick leave balance of a minimum of thirty (30) days shall receive one thousand dollars (\$1,000) upon retirement.

Section 18.8. Longevity Benefit. The longevity benefit shall be frozen at the then existing benefit level for those employees who received a longevity benefit in 1988. All employees who were not eligible and who did not receive a longevity benefit in 1988 shall not be eligible for this benefit.

Section 18.9. Weekend Differential. The County agrees to continue during the term of this Agreement its policy regarding payment of a weekend differential applicable to hours worked during weekends under the same terms and conditions in effect prior to the execution of this Agreement. The weekend differential for all Registered Nurses shall be one dollar (\$1.00) per hour.

Section 18.10. Mileage Allowance. During the term of this Agreement, the County agrees to continue its reimbursable mileage allowance program under the same terms and conditions in effect prior to the execution of this Agreement.

Section 18.11. Amendment or Modification. Upon mutual agreement of the parties, this Agreement may be amended or modified in writing at any time during its term.

Section 18.12. Professional Meetings and Seminars. The County agrees to continue its policy of encouraging attendance at professional meetings and seminars where such attendance is likely to increase competence as a Registered Nurse and in accordance with the personnel and patient service requirements of the County. The County also agrees to continue its policy of making facilities available on County premises for the purpose of conducting a professional meeting or seminar from time to time in accordance with personnel and patient service requirements of the County. It is expressly understood that the meetings and seminars referred to in this Section of the Agreement relate to purely professional activities and do not include anything concerned with the internal affairs, collective bargaining, contract or grievance administration or other business of the Staff Council.

Section 18.13. Staff Council Bulletin Boards. The County will provide a bulletin board which may be used by the Staff Council for posting notices of the following types:

- (a) Notices of Staff Council recreational and social events.
- (b) Notices of Staff Council elections and results.

(c) Notices of meetings.

(d) Staff Council newsletters or similar notices.

Section 18.14. Gender. Reference to the male gender shall equally apply to the female gender and vice versa.

Section 18.15. 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 18.16. Discipline.

(a) 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 Staff Council acknowledges that the Employer may temporarily transfer an employee or change her 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.

(b) For informational purposes, the Employer agrees to mail to the Union's office notice of all discharges or disciplinary suspensions of three (3) days or more.

(c) Discipline will be of a corrective nature except nothing shall prevent the Employer from taking immediate and appropriate disciplinary action including discharge should it be required by the circumstances.

(d) Disciplinary action will be taken for just cause. In the event that disciplinary action results in loss of pay or discharge, the employee will be informed of his right to be represented by a member of the PR and R Committee at the time the disciplinary action is imposed. In the event of disciplinary action taken, the Employer shall provide a summary statement in writing of the reasons why said action, other than oral reprimand, is being imposed.

(e) If an employee's work record is free of discipline for a period of two (2) years, the Employer will not take into account any prior infractions more than two (2) years old in imposing discipline.

The following classifications and rates shall become effective the first pay period on or after July 1, 1989:

R.N. I

	<u>START</u>	<u>6 MONTHS</u>	<u>AFTER</u>			
			<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$22,651.20	\$23,462.40	\$24,273.60	\$25,875.20	\$27,518.40	\$28,891.20
B	871.20	902.40	933.60	995.20	1,058.40	1,111.20
H	10.89	11.28	11.67	12.44	13.23	13.89

R.N. II

	<u>START</u>	<u>6 MONTHS</u>	<u>AFTER</u>			
			<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$25,875.20	\$26,790.40	\$27,518.40	\$29,140.80	\$30,742.80	\$32,281.60
B	955.20	1,030.40	1,058.40	1,120.80	1,182.40	1,241.60
H	12.44	12.88	13.23	14.01	14.78	15.52

The following classifications and rates shall become effective the first pay period on or after January 1, 1990:

R.N. I

	<u>START</u>	<u>6 MONTHS</u>	<u>AFTER</u>			
			<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$24,232.00	\$25,105.60	\$25,979.20	\$27,684.80	\$29,452.80	\$30,908.80
B	932.00	965.60	999.20	1,064.80	1,132.80	1,188.80
H	11.65	12.07	12.49	13.31	14.16	14.86

R.N. II

	<u>START</u>	<u>6 MONTHS</u>	<u>AFTER</u>			
			<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$27,684.80	\$28,662.40	\$29,452.80	\$31,179.20	\$32,884.80	\$34,548.80
B	1,064.80	1,102.40	1,132.80	1,199.20	1,264.80	1,328.80
H	13.31	13.78	14.16	14.99	15.81	16.61

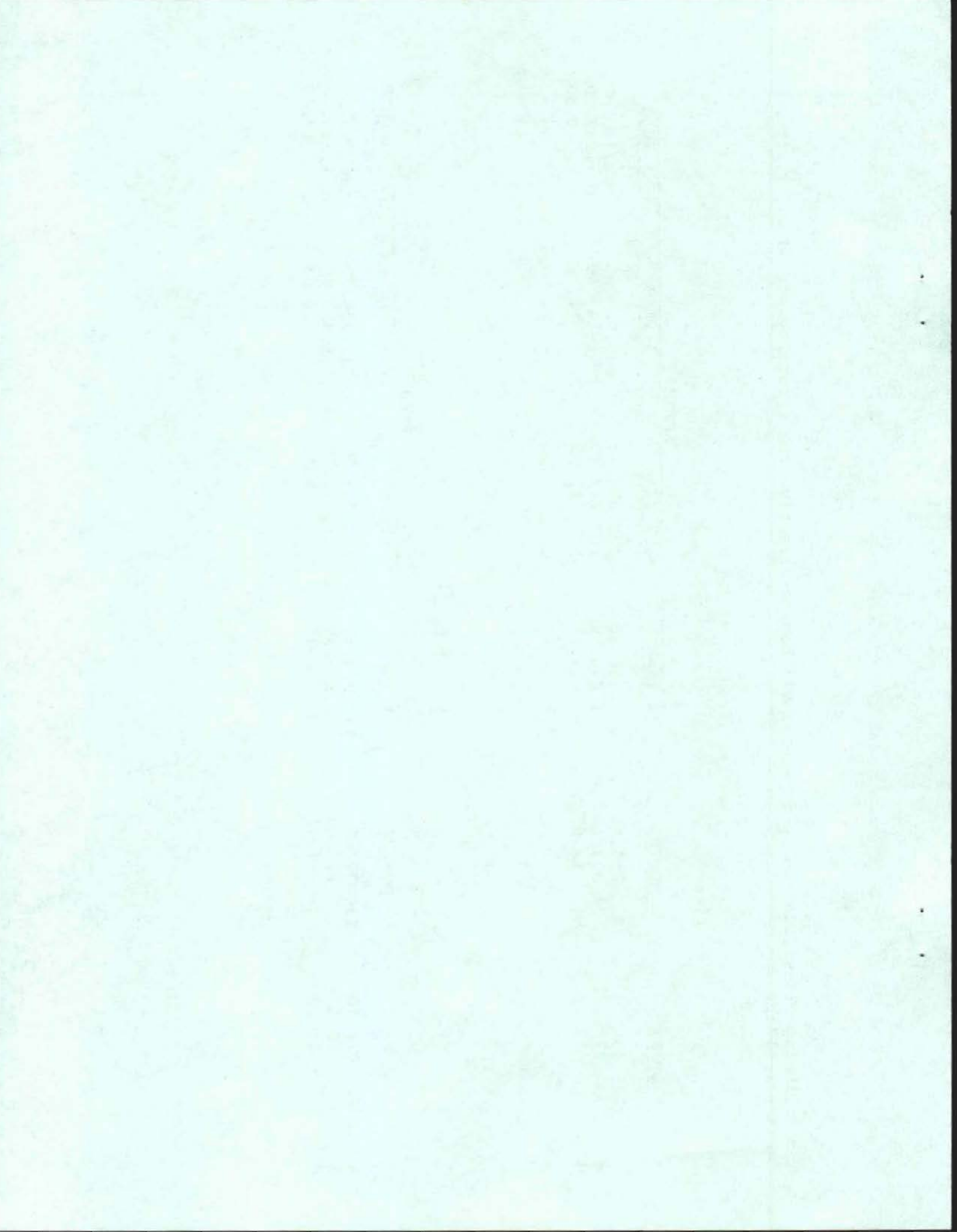
The following classifications and rates shall become effective the first pay period on or after January 1, 1991:

R.N. I

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	AFTER	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$25,438.40	\$26,353.60	\$27,268.80	\$29,078.40		\$30,929.60	\$32,448.00
B	978.40	1,013.60	1,048.80	1,118.40		1,189.60	1,248.00
H	12.23	12.67	13.11	13.98		14.87	15.60

R.N. II

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	AFTER	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$29,078.40	\$30,097.60	\$30,929.60	\$32,739.20		\$34,528.00	\$36,275.20
B	1,118.40	1,157.60	1,189.60	1,259.20		1,328.00	1,395.20
H	13.98	14.47	14.87	15.74		16.60	17.44



The following classifications and rates shall become effective the first pay period on or after January 1, 1992:

R.N. I

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	AFTER	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$26,707.20	\$27,664.00	\$28,641.60	\$30,534.40		\$32,468.80	\$34,070.40
B	1,027.20	1,064.00	1,101.60	1,174.40		1,248.80	1,310.40
H	12.84	13.30	13.77	14.68		15.61	16.38

R.N. II

	<u>START</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	AFTER	<u>3 YEAR</u>	<u>4 YEAR</u>
A	\$30,534.40	\$31,595.20	\$32,468.80	\$34,382.40		\$36,254.40	\$38,084.80
B	1,174.40	1,215.20	1,248.80	1,322.40		1,394.40	1,464.80
H	14.68	15.19	15.61	16.53		17.43	18.31



LETTER OF UNDERSTANDING

91-1

COUNTY OF KENT

and

REGISTERED NURSES STAFF COUNCIL

SUBJECT: APPLICATION OF HOLIDAY ELIGIBILITY

Effective with the signing of this Letter of Understanding, for purposes of determining Holiday Eligibility, the following policy will be enacted:

If an employee is absent from work on the scheduled workday immediately preceding and/or following the named recognized holiday, due to an approved funeral leave, jury leave, or witness leave, such time shall be considered as time worked for purposes of holiday eligibility.

Implementation of this policy will be applied retroactively exclusively and solely for the purposes of the complete and final settlement of grievance 91-1, entitled Class Action - Holiday Pay, and pertaining to the denial of the 1990 Thanksgiving Holiday of 16.0 hours to Theresa Joseph and the denial of the 1991 New Years Holiday of 8.0 hours for Patricia Stine.

Holiday Eligibility determinations, made prior to the signing of this Letter of Understanding, remain as issued under the old policy.

COUNTY OF KENT

REGISTERED NURSES STAFF COUNCIL

Kenneth J. Kuipers

Marla Friske

Jill H. Jones

Shirley Bass

Deanne Brown

Judy Conn

Date: 2-22-91

Date: 2/21/91

LETTER OF UNDERSTANDING

NO. 1991-2

SUBJECT: Mileage Reimbursement

DATE: May 16, 1991

REGISTERED NURSES STAFF COUNCIL, COUNTY OF KENT, and its members and the County of Kent will waive all overpayments and all underpayments of mileage due under the parties' Collective Bargaining Agreement up to the date of this Letter of Understanding.

A representative of the REGISTERED NURSES STAFF COUNCIL, COUNTY OF KENT, and a representative of the Employer will monitor the price of no-lead 87 octane gasoline at the Meijers service station located near the corner of Kalamazoo and 28th Street, Grand Rapids, Michigan, monthly. Upon written notice from one party to the other indicating a change in the price of no-lead gasoline which would warrant a change in the mileage allowance and upon verification of such gasoline price change, such mileage allowance change will go into effect the first day of the month immediately following such notice.

REGISTERED NURSES STAFF COUNCIL,
COUNTY OF KENT

COUNTY OF KENT

Judith L. Conn

Kenneth J. Kuipers

Kathryn C. Bussard

Dylo H. Jones

Sue Plummer

Deanne Brown



TRUST BUILDING
GRAND PALMS MICHIGAN 49502

COMPTROLLER'S OFFICE

TELEPHONE 438-33

EMPLOYEE CONTRACT AGREEMENT

February 28, 1969

In negotiating the present Employees Contract Agreement, a considerable amount of time was spent in discussing the eligibility requirements for Holiday pay. Section 42 being the result of these discussions. Realizing the difficulty of spelling out all the necessary regulations to cover each individual case, the second sentence of sub-paragraph (b) provides: "The County Personnel Director and the Association may by mutual agreement waive the terms of sub-paragraph (a) in appropriate circumstances." Sub-paragraph (a) defines the requirements that must be met for an employee to be paid for a Holiday.

In an effort to define the guidelines under which these requirements would be waived, the Association representative, Mr. John Breuer, and the County Personnel Director met and agreed that at least three conditions would be met before the requirements would be waived:

1. The employee has notified his supervisor of his inability to work because of illness and the supervisor certifies this.
2. The employee's past history of sick leave use does not indicate abuse of this privilege.
3. At least half of the total sick leave days earned by the employee during his employment, less those used by an extended illness, shall remain to the employee's credit.

Assuming that the employee has satisfied requirement No. 1 and 2, meeting the No. 3 requirement would be determined as follows:

John Doe, hired June 1, 1966, was to fill to work the work-day following the February 22 Holiday.

He has earned 7 sick leave days in 1966

12 sick leave days in 1967

12 sick leave days in 1968

1 sick leave day in 1969

32 total sick leave days earned

With 16 or more days remaining, he would be eligible for pay for the Holiday. If, however, he was off work because of surgery for two weeks in 1966, this would be deducted from the total, thus: 32 days total earned
12 days extended illness
20 days remaining

In this case, 11 days must remain to qualify John Doe for Holiday pay.

As you can see, an employee could meet the first two requirements and still not be eligible for a waiving of the third requirement.

It should be understood that it is almost impossible to avoid working a hardship in some cases and still retain any control over abuses. It was agreed between the Personnel Office and the Association representative that the above requirements were as fair as could be arrived at. It is our hope that this somewhat belated explanation will answer any questions you may have.

Harold Brighan
Harold Brighan, Personnel Director

John E. Breuer
John Breuer, Association Representative

IB:dlw

