

12/31/94

AGREEMENT

between

COUNTY OF MACOMB

and

MICHIGAN NURSES ASSOCIATION

representing

REGISTERED NURSES AT MARTHA T. BERRY MEDICAL CARE FACILITY

Macomb County

January 1, 1992
through
December 31, 1994

TABLE OF CONTENTS
REGISTERED NURSES - MARTHA T. BERRY MEDICAL CARE FACILITY

<u>ARTICLE</u>		<u>PAGE(s)</u>
Article 1	Purpose And Intent	1
Article 2	Recognition	1
Article 3	Non-Discrimination Clause	1
Article 4	Management Rights	2
Article 5	Association Membership	2
Article 6	Payroll Deduction For Association Dues	2-3
Article 7	Recognition Of Agency Shop	4
Article 8	Professional Negotiation Procedure & Representation	5-6
Article 9	The Role Of The Nurse	6
Article 10	Special Conferences	6
Article 11	Grievance Procedure	6-9
Article 12	New Employees	9-10
Article 13	Regular Employee	10
Article 14	Salary Increments	10
Article 15	Rates For New Jobs	11
Article 16	Promotions And Job Openings	11
Article 17	Holiday Pay	11-13
Article 18	Overtime Pay	13
Article 19	Weekend/Holiday Incentive	13-14
Article 20	Annual Leave (Vacation)	14-16
Article 21	Sick Leave	16-17
Article 22	Accumulated Sick Leave Payoff	17-18
Article 23	Funeral Leave	18
Article 24	Worker's Compensation Disability	18-20

Article 25	Leave Of Absence	20-23
Article 26	Insurance Benefits	23-27
Article 27	Retirement System	27-28
Article 28	Longevity	29-30
Article 29	Jury Duty	30-31
Article 30	Employment Status	31
Article 31	Seniority	31-33
Article 32	Layoff	33
Article 33	Recall	34
Article 34	Maintenance Of Discipline	34
Article 35	Termination Of Employment	34
Article 36	Professional/Pharmacy Meetings	34-35
Article 37	Withholding Of Professional Services	35
Article 38	Physical Examination Of Employees	35
Article 39	Use Of Facilities	36
Article 40	Savings Clause	36
Article 41	Snow Day Policy	36
Article 42	Posting Of Schedule	36-37
Article 43	Personnel Files	37
Article 44	Cost Of Living Allowance (COLA)	37
Article 45	Uniform Expense Allowance	37
Article 46	Mileage	37
Article 47	Wage Reopener	37-38
Article 48	Termination And/Or Modification	38-39
Appendix A	Salary And Increment Schedule	Attached
Appendix B	Temporary Assignments	Attached
Letter Of Understanding	Attached
Letter Of Understanding	Attached

Code Of Conduct Attached
Letter Of Understanding Re: Nursing Care Committee Attached
Letter Of Understanding Re: Panel Of Arbitrators Attached
Index Attached

1992-1994 AGREEMENT

REGISTERED NURSES-MARTHA T. BERRY MEDICAL CARE FACILITY

THIS AGREEMENT entered into on the first day of January, 1991, between the County of Macomb, hereinafter referred to as the Employer and the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864, a non-profit Michigan Corporation and its affiliate, the Nurses Staff Council, on behalf of REGISTERED NURSES employed at the MARTHA T. BERRY MEDICAL CARE FACILITY, hereinafter called the Association.

ARTICLE 1

PURPOSE AND INTENT

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

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

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

ARTICLE 2

RECOGNITION

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

All Registered Professional Nurses, (Professional shall mean the definition of Section 2 (12)-Professional Employee as defined in the National Labor Relations Act) employed at Martha T. Berry Medical Care Facility, excluding irregular part-time nurses, the Director of Nursing, the Assistant Director of Nursing only.

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

ARTICLE 3

NON-DISCRIMINATION CLAUSE

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

ARTICLE 4

MANAGEMENT RIGHTS

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

ARTICLE 5

ASSOCIATION MEMBERSHIP

Names and addresses of nurses employed to fill positions covered by this Agreement shall be furnished to the Association by Martha T. Berry Medical Care Facility. Names of nurses promoted or reassigned to regular positions which are excluded from the bargaining unit shall be provided to the Association so that they are not included in the collective bargaining activities of the Association.

ARTICLE 6

PAYROLL DEDUCTION FOR ASSOCIATION DUES

- A. The County of Macomb agrees to deduct from the salaries of nurses dues for the Michigan Nurses Association, the American Nurses Association and the Macomb District Nurses Association when authorized in writing by each nurse.
- B. Individual authorization forms shall be furnished or approved by the Association and when executed, filed with the Personnel-Labor Relations Department of the County of Macomb.
- C. All authorizations filed with the Personnel-Labor Relations Department prior to January 1 shall become effective for the month of January. An authorization filed after January 1 shall become effective with the second pay period in the month following the filing of the authorization.
- D. Authorizations once filed with the Personnel-Labor Relations Department shall be irrevocable for a period of one year or until termination of the Agreement between the County of Macomb and the Association (including any extensions, renewal or modifications thereof, or any new Agreement between the County of Macomb and the Association) and such authorization shall be automatically renewed for successive periods of one year, unless written notice of its revocation is given by the nurse to the County of Macomb and the Association by Certified Mail, return receipt requested, not more than thirty (30) or less than ten (10) days prior to the expiration of each term of one year or until the termination of the Agreement between the

County of Macomb and the Association (including any extensions, renewals, or modifications thereof, or any new Agreement between the County and the Association) whichever occurs sooner.

- E. Dues for the Nurses Association shall be deducted in twelve (12) monthly installments beginning with the second pay period of the month following the month in which the authorization is filed and each month thereafter.
- F. The Association shall, prior to December 1 and thirty (30) days in advance of the start of each County of Macomb fiscal year thereafter, give written notification to the Personnel-Labor Relations Department of the amount of the dues for the Michigan Nurses Association, American Nurses Association and the Macomb District Nurses Association, which are to be deducted. The amounts of deductions for these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment, upon the Association providing the Personnel-Labor Relations Department with thirty (30) days notice of such change.
- G. Dues deducted shall be sent to the Association at its office at 2310 Jolly Oak Road, Okemos, Michigan 48864, promptly under procedures to be established by the County of Macomb. The Association shall be responsible for disbursement of dues received by it to the Treasurers of the various Associations.
- H. The County is not responsible for dues after the employee's termination.
- I. PAYROLL DEDUCTION FORM: The Payroll Deduction Form to be used in connection with this Agreement shall be substantially the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION

Michigan Nurses Association
Lansing, Michigan

Dated: _____

To: COUNTY OF MACOMB

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

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

Signature of Employee

Social Security Number

ARTICLE 7

RECOGNITION OF AGENCY SHOP

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

- A. Employees covered by the Agreement at the time "Agency Shop" becomes effective and who are members of the Association at that time, shall be required to continue membership in the Association for the duration of this Agreement.
- B. Employees covered by this Agreement who are not members of the Association at the time Agency Shop becomes effective shall be required to become members of the Association or pay a service fee to the Association which shall be equivalent to the Association Annual Membership Dues, for the duration of the Agreement. The time referred to herein will commence on January 1, 1981.
- C. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of Agency Shop and covered by this Agreement, shall become members of the Association or pay an equivalent service fee to the Association.
- D. If the employee chooses not to exercise the Payroll Deduction For Association Dues Option, then monthly dues or the equivalent service fee shall be paid on or before the tenth (10th) day of the month in which they fall due.
- E. Employees who shall tender an initiation fee, if required, (and if not already a member) and the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 7.

Employees who do not elect to become members of the Association, shall pay, in lieu of initiation fee and periodic dues, uniformly required, a service fee which shall be equivalent to the regular monthly dues. They shall then be deemed to meet the conditions of this Article 7.

- F. Employees shall be deemed to be in compliance with the meaning of this Article 7 if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- G. The Employer shall be notified in writing by the Association of any employee who is sixty (60) days in arrears in payment of membership dues or service fees.
- H. Failure of employees covered by this Agreement to comply with provision of this Article, shall at the conclusion of the grace period of sixty (60) days referred to in Section G above and upon receipt of written request and proof of failure to comply from the Association, the Employer shall terminate employment of such employee.
- I. Limit of Employer's Liability: The Employer shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees, as authorized by them, under the Payroll Deduction For Association Dues Provision of this Agreement.

The Association will protect and save harmless the Employer from any and all claims, demands, suits and other forms of liability by reason of action taken or not taken by the Employer for the purpose of complying with Article 6, Payroll Deduction For Association Dues and Article 7, Recognition of Agency Shop of this Agreement.

ARTICLE 8

PROFESSIONAL NEGOTIATION PROCEDURE AND REPRESENTATION

- A. Selection Of Representatives And Ratification: In any negotiations described in this Article neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the Parties may be executed without ratification by a majority of the membership of the Association with the approval of the Michigan Nurses Association and without ratification by the County of Macomb, but the Parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.
- B. Representation: The Employer agrees that Association members engaged during their work shift and during regularly scheduled hours they would otherwise have worked, in negotiations or Special Conferences on behalf of the Association, with the Employer, during the term of this Agreement, shall be entitled to release time, as needed without loss of salary.
- C. Professional Committee: Registered Professional Nurses employed by the facility shall be represented by a Professional Rights and Responsibilities Committee (PR & R Committee) composed of two (2) members. They will be nurses employed at the Facility and their selection will be in a manner determined by the nurses. The Employer will recognize the Professional Rights and Responsibilities Committee members as representatives of the Association in the administration of the provisions of the Agreement and the grievance procedure. The Association will keep the Employer informed in writing of the nurses names and their alternates who are members of this committee. The alternates shall serve only in the absence of the regular members of the committee. The PR&R Committee shall process grievances at all levels of the procedure, however, the Committee or the Employer may request participation of a representative(s) of the Michigan Nurses Association State Office once the grievance reaches Step 2.
- D. Negotiating Committee: The Staff Council will be represented in negotiations by a Negotiating Committee composed of three (3) nurses from the Facility. The membership of the Negotiation Committee shall be determined by the respective unit.
- E. Professional Negotiations: Professional negotiation meetings between the Parties may be held at times during the scheduled working hours of the Association's Negotiation Committee members. The Employer will arrange to release the nurses from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.
- F. Grievance Adjustment: The Employer will grant necessary and reasonable time off with pay during such PR&R Committee member's scheduled working hours during any calendar week to those members of the Committee or their alternates who must be present to participate in the processing of grievances. The privilege of the representatives of the Professional Rights and Responsibilities Committee to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused. Nurses, before leaving their assigned work to investigate or assist in the processing of a grievance, shall first secure permission of their immediate Supervisor and will check in with their Supervisor when they return from such grievance adjustments.
- On grievances starting with Step 2, the PR&R Committee representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.
- G. Facility Access: Representatives of the Association, after first notifying the Administrator of the M.T.B.M.C. Facility, may visit the areas of the Facility where the nurses they represent are

located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and that they do not interfere with the service of the Facility.

- H. Arbitration: The Employer will compensate any member of the PR&R Committee who is a nurse and/or any alternate of this Committee acting in the absence of a regular member of the Committee, for any of their scheduled working hours which are required in connection with arbitration.

ARTICLE 9

THE ROLE OF THE NURSE

- A. The Parties hereto recognize the common goal and responsibility of providing to the citizens who require it, nursing care which is both adequate and safe.
- B. The County recognizes that the registered professional nurse is responsible for the direct and/or indirect total nursing care of the patients assigned to him/her and that modern hospital operation requires that various auxiliary nursing personnel are required to assist the nurse in providing nursing care.
- C. The Parties agree that: The nurse must and shall have authority commensurate with his/her responsibilities for directing the work of the various auxiliary nursing personnel who are part of total nursing care. Auxiliary nursing personnel may include Licensed Practical Nurses, Orderlies, Ward Clerks, Nurses Aides.
- D. The Parties agree that, a nurse or member of the nursing department may, to meet the immediate direct needs of a patient be required to perform functions which do not normally reflect the proper function of a registered nurse. Only in bonafide emergencies, would Registered Nurses be assigned to perform functions other than those normally identifiable to nursing care per se.

ARTICLE 10

SPECIAL CONFERENCES

Special Conferences mutually agreed upon, will be arranged between the Unit Chairperson and the Personnel-Labor Relations Director or his/her designated representative, for purposes of discussion of important matters. Such meeting shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Association. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the agenda. Members of the Association shall not lose time or pay for time spent in such Special Conferences. Representatives of the Michigan Nurses Association shall be permitted to attend and participate in Special Conferences. Reasonable time prior to convening of any Special Conference shall be allowed Association representatives for purposes of discussion and caucus.

ARTICLE 11

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation

or operation of this Agreement, without any interruption or disturbance of the normal operation of the Facility.

B. A nurse having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievances as follows:

1. STEP 1: VERBAL: The nurse(s) must first discuss the specific grievance with the Director of Nursing and/or Assistant Director. At the request of the nurse, a PR & R Committee Representative may be present during the discussion. Reasonable time will be granted the nurse for the purpose of appraising the PR & R Committee Representative of the alleged grievance. The Director of Nursing and/or Assistant Director shall attempt to adjust the matter consistent with the terms of this Agreement as soon as possible, and shall, within five (5) days give a verbal answer to the employee.

2. STEP 2: WRITTEN:

a.If the grievance is not settled at the verbal step, a written grievance may be filed by the PR & R Committee Representative with the Facility Administrator within ten (10) days after the Director of Nursing and/or Assistant Director's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the PR & R Committee Representative and the date the grievance is reduced to writing. Inadvertent omission of minor information will not prejudice the processing of the grievance.

b.A meeting shall be held between the Parties within ten (10) days, unless mutually waived in writing. Within five (5) days after the completion of the meeting, or the waiver thereof, the Facility Administrator or designee shall give a written answer to the PR & R Committee Representative.

3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS:

a.If the grievance is not settled in Step 2, such grievance may be submitted by the PR & R Committee Representative to the Director of Personnel-Labor Relations, with a courtesy copy to the Facility Administrator, within ten (10) days after the Facility Administrator's written response has been received by the PR & R Committee Representative. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel-Labor Relations Department.

b.The PR & R Committee Representative must make a request in writing to conduct a Step 3 grievance meeting and the Parties shall conduct a Step 3 meeting within fifteen (15) days of the receipt of the PR & R Committee Representative's written request. The Association representatives at said meeting may include, at the Association's discretion, the PR & R Committee Representative or designee, the grievant and a Labor Relations Representative of the Association. In addition, a witness(es) may be in attendance if deemed necessary by both Parties.

c.The decision of the Director of Personnel-Labor Relations shall be given in writing to the PR & R Committee Representative within ten (10) days of the completion of the Step 3 meeting.

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

C. SELECTION OF THE ARBITRATOR:

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

D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The fees and expenses of the Arbitrator shall be shared by the Parties equally.
3. To the extent that the laws of the State of Michigan permit, it is agreed that any

Arbitrator's decision shall be final and binding on the Association and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.

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

E. GENERAL CONDITIONS:

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

ARTICLE 12

NEW EMPLOYEES

- A. A new employee is to be started at the minimum salary based upon the applicable hourly rate, designated for the position to be used; PROVIDED, however, upon consultation between the Department Head, the Director of the Personnel-Labor Relations Department and the Finance

Director, the employee, if he or she has had previous experience in work similar to the type of work to be performed for the County, credit may be given for one-half (1/2) of such experience and the minimum salary may be increased on the basis of increments allowed as if said employee had been employed by the County. In no case, however, shall the starting salary be in excess of one-half (1/2) of the total increments allowed in the salary range. If the Department Head is desirous of allowing a greater starting salary than set forth above, it must be approved by the Chairman of the Board of Commissioners, Chairman of the Budget Committee, Finance Director, Personnel-Labor Relations Director and the particular Department Head.

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

ARTICLE 13

REGULAR EMPLOYEE

- A. Regular Full-Time Employee: One who is hired on a regular basis to fill a budgeted position which requires thirty (30) hours per week or more and/or any other employee who shall have worked thirty (30) hours per week or more for a period of at least six (6) consecutive months, provided such status as a regular employee shall continue so long as the foregoing minimum standard is complied with.
- B. Regular Part-Time Employee: One who is hired on a regular basis to fill a budgeted position which requires twenty-nine (29) hours per week or less and/or any other employee who shall have worked twenty-nine (29) hours per week or less for a period of six (6) consecutive months, provided such status as a regular part-time employee shall continue only so long as the foregoing minimum standard is complied with. The provisions of this definition of regular part-time employee shall apply only to benefits specifically provided for in this Agreement.

ARTICLE 14

SALARY INCREMENTS

After employment, each employee will be entitled to one normal increment after thirteen (13) continuous, complete two-week pay periods. Such increment will become effective on the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head before becoming effective; providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the Director of Personnel-Labor Relations. Increments will not be denied except for just cause and with the approval of the Personnel-Labor Relations Director who will inform the Michigan Nurses Association of the decision in a timely manner.

ARTICLE 15

RATES FOR NEW JOBS

When a new job is created which would be covered by the terms of this Agreement for purposes of representation, and cannot be properly placed in an existing classification, the Employer will establish a classification and rate structure to apply. In the event the Association does not agree that the rate is proper, the Association will have the right to submit the matter into the grievance procedure at the second step.

ARTICLE 16

PROMOTIONS AND JOB OPENINGS

Promotions to a higher classification will be based on qualifications. It will be the policy of the Employer to post job openings and requirements for such openings on the appropriately designated bulletin board. The employees must sign for the promotion in the Nursing Director's Office on the notice, thereby signifying their interest in the promotion. Qualifications being equal, the seniority of the employee will then receive first consideration. Posting shall be for a ten (10) working day period. If necessary, a temporary appointment may be made by the Department Head, but without prejudice to employees seeking the job.

An employee with regular status promoted to a higher classification will have a period of one hundred twenty (120) days trial in the new position to prove that he/she has the necessary qualifications to handle the requirements of the position. If the employee is not capable of fulfilling the requirements, he/she will be demoted to his/her previous classification without prejudice.

If no suitable Martha T. Berry Medical Care Facility Registered Nurse is considered after the internal posting procedure has been completed, the Employer shall, for informational purposes only, post such opening at the County Health Department on its designated bulletin board. Likewise, if the internal posting procedure at the County Health Department does not result in a suitable Registered Nurse being considered, then such opening shall be posted at the Martha T. Berry Medical Care Facility, for informational purposes only. The Employer is under no obligation to fill a position once the Employer has posted for said opening.

ARTICLE 17

HOLIDAY PAY

A. The designated holidays are:

New Year's Day

Presidents Day

Memorial Day

Labor Day

Veterans' Day

The day AFTER Thanksgiving

Christmas Day

Floating Holiday

Martin Luther King, Jr. Day

One-half (1/2) day Good Friday

Independence Day

Columbus Day

Thanksgiving Day

December 24th

December 31st

General Election Day in the EVEN numbered years

- B. Regular full-time employees on a seven (7) day, twenty-four (24) hour shift schedule, shall be paid for each holiday or they may request compensatory time in lieu of payment.
1. Payment shall be made in the pay period in which the holiday occurs and shall be based on the salary scale in effect on the date of payment. Holiday payment shall be in addition to the regular pay for actual time worked.
 2. Compensatory time off shall be taken within one month from the date of the holiday by mutual agreement between the Supervisor and the employee, prior to the posting of the two (2) week time schedule.
 3. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
- C. Regular full-time employees covered by this Agreement who normally work a regularly scheduled five (5) day week, Monday through Friday, shall be granted time off with pay for the designated holidays.
1. The holiday designated must fall on the week days, that is, Monday through Friday.
 2. Should the designated holiday fall on Saturday, the immediately preceding Friday shall be considered as the holiday.
 3. Holidays falling on Sunday will be observed on the immediately following Monday.
 4. Should Christmas Day and New Year's Day fall on Saturday, the preceding Thursday will be observed as the holiday in lieu of December 24th and December 31st being designated holidays.
 5. The foregoing shall not apply if New Year's Day falls on Saturday in any year which is subsequent to the year of expiration of this Agreement.
 6. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the observed holiday, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
- D. The Facility hereby agrees that for holidays specifically referred to in the Agreement between the Parties, all full-time Registered Nurses regularly employed at the Facility (nurses working thirty (30) hours or more per week) are assured, by virtue of the scheduling procedure a minimum of five (5) of these holidays off duty; and that at least one (1) of these five (5) shall be either Christmas or New Years.

It is understood and agreed this arrangement may necessitate the Nursing Office modifying the regular scheduling procedure no later than two (2) weeks prior to the holiday in question and that the modified schedule shall be posted at least two (2) weeks prior to the holiday. It is understood and agreed the aforementioned modifications shall not otherwise substantially alter the current arrangement for scheduling weekends off for Registered Nurses - except for those Registered Nurses classified as regular employees who work only four (4) days per week. For

these "four (4) day Registered Nurses" the following options will be offered:

1. Accept a schedule, during the holiday period, wherein they work six (6) consecutive days, or
 2. Accept a modified scheduling arrangement during the holiday period, wherein they may be scheduled to work less than four (4) days in one week and more than four (4) days in an adjoining week, or
 3. Waive their right to the aforementioned assurances of five (5) holidays off duty with at least one (1) of the five (5) being either Christmas or New Years.
- E. Regular part-time employees will be paid at the rate of time and one-half (1 1/2) for all hours worked on duly designated holidays spelled out within this Agreement.
- F. It is further understood and agreed no Personal Business days shall be granted on weekends, on a holiday or in a pay period in which a holiday occurs.

ARTICLE 18

OVERTIME PAY

- A. Overtime pay shall be allowed at the rate of time and one-half (1 1/2) for all work in excess of eight (8) hours per day and for all work in excess of eighty (80) hours in a two (2) week pay period, provided, such employees must actually and physically be on duty in excess of eight (8) hours in one day or in excess of eighty (80) hours in a two (2) week pay period with the exception of Sick Leave. Employees who shall have taken Annual Leave time off and return to work during any two-week pay period, shall have deducted their actual Annual Leave days at eight (8) hours per day from the ten (10) days required to qualify for overtime payment.
- B. A nurse called in for work at times other than his/her normal scheduled shift, shall receive a minimum of four (4) hours pay at time and one-half (1 1/2) and such employee shall perform a minimum of four (4) hours work within the employee's classification.

ARTICLE 19

WEEKEND/HOLIDAY INCENTIVE

- A. Effective March 5, 1990, a full-time Registered Nurse will receive a bonus point for each weekend day worked and each actual holiday worked.
1. A Registered Nurse must actually work the affected day and must complete a full eight (8) hour shift.
 2. The current practice of trading days shall continue; however, days traded will count as bonus points for only the Registered Nurse who actually worked the day.
- B. Bonus points can be accumulated up to a maximum of two hundred (200).

- C. Once forty (40) bonus points are earned, a Registered Nurse will be notified that he/she is entitled to one (1) of the following:
1. An extra day's pay, computed at eight (8) hours, straight time, or
 2. An extra day off that can be added to an Annual Leave lasting at least three (3) working days in duration. Extra time off must be taken in full day (8 hours) increments.
 3. If option C.2., above, is selected, the extra day off may not be taken on a weekend, holiday or in a pay period in which a holiday occurs, unless approval of the Director of Nursing or designee, at his/her sole discretion, is obtained.
- D. The utilization option, which is part C.1., or C.2., above, shall require Director of Nursing or designee approval prior to implementation.
- E. Part-time Registered Nurses will not be eligible for participation in this incentive program.

ARTICLE 20

ANNUAL LEAVE (VACATION)

- A. Every full-time employee with less than five (5) consecutive years of service shall be entitled to Annual Leave pay of .38 of a day for each completed bi-weekly pay period to a limit of ten (10) work days annually.
- B. Additional Annual Leave shall be paid to every full-time employee with five (5) or more consecutive years of service according to the following schedule:

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

- C. PART-TIME REGISTERED NURSES shall be entitled to Annual Leave of .038 of an hour for each hour worked, to a maximum of eighty (80) hours or ten (10) Annual Leave days per year.
- PART-TIME REGISTERED NURSES who complete five (5) consecutive years of service, shall be entitled to earn Annual Leave on the basis of .057 of an hour for each hour worked, to a maximum of eighty (80) hours or ten (10) Annual Leave days per year.
- D. Annual Leave days may be accumulated to a maximum of thirty (30) work days, except as

hereinafter provided. Employees hired on or after January 1, 1974, MAY NOT accumulate Annual Leave days in the year subsequent to year of earning. Each employee's date of hire will be used to determine the "year subsequent" referred to above. Failure to use accumulated annual leave in the year subsequent to year of earning, will result in loss of days so accumulated.

If the Department Head/Designee requires the services of employees referred to herein, and requests exception to this non-accumulation provision, the Department Head/Designee shall relay such request in writing to the Director, Personnel-Labor Relations for approval, prior to granting the exception. In the event approval is granted, the affected employees may accumulate their respective Annual Leave days, not to exceed thirty (30) work days.

- E. Annual Leave days cannot be used by an employee until he/she has been on the payroll for six (6) continuous months.
- F. Upon termination of employment, an employee who has worked at least thirteen (13) continuous bi-weekly pay periods shall be compensated for his/her accrued vacation leave at the rate of pay said employee received at the time of termination.
- G. Employees who are working as regular employees but for a period each week less than the hours of normal employment, shall be entitled to Annual Leave as above on a basis proportionate to the time they have worked.
- H. County of Macomb Employees who have been in the Armed Services of the United States under Military Leave from Macomb County, shall, upon reinstatement if within ninety (90) days following separation from military service, be given a vacation bank at the rate of one day for each month or part thereof spent in the Armed Services. Such leave not to exceed two (2) weeks in any single year or an accumulated total of twenty-four (24) days.
- I. Vacation schedules for employees covered by this Agreement shall be developed by the Department Head/Designee and must have his/her approval.
- J. Split vacations will be granted only when due and proper notification has been given to the Department Head/Designee and with his/her approval.
- K. Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.
- L. Vacation time in excess of two (2) days must be requested at least three (3) weeks in advance, unless otherwise approved by the Department Head/Designee.
- M. When a holiday is observed by the employee during the scheduled vacation, the vacation will be extended one day continuous with the vacation, except for those employees receiving holiday pay or compensatory time off in lieu of, as outlined in the holiday pay provision of this Agreement.
- N. A vacation may start on any day of the week. However, it is understood that the Director of Nursing may for good cause turn down a request for a vacation which would occur during another nurse's vacation time off if two (2) Full-time employment Registered Nurses on the day shift have that time off, or one (1) Full-time employment Registered Nurse on the second (2nd) shift, or one (1) Full-time employment Registered Nurse on the third (3rd) shift. Vacation

scheduling shall go as follows:

1. A nurse may apply for a vacation between February 1 and February 28 to cover the period of March 1 - February 28 of each year. Vacation request received by February 28 shall be granted based on seniority. The vacation schedule as determined by the aforementioned requests will be posted by the Nursing Office, on or before April 15th of the current year.
 2. Requests received after February 28 shall be granted on a first-come, first serve basis.
 3. If a vacation is not granted because of staffing, a nurse may take a vacation if he/she finds a replacement not already scheduled for that time, provided this does not necessitate overtime for the replacement.
- O. The Facility will continue to maintain separate seniority lists for full-time and part-time Registered Nurses respectively, as regards Annual Leave Preference, it is understood the Facility will continue the past practice of granting preference to full-time Registered Nurses in the event a full-time and part-time Registered Nurse request the same period.

ARTICLE 21

SICK LEAVE

- A. Every full-time employee shall be entitled to Sick Leave with full pay of one-half (1/2) day (computed at straight time) for each completed two (2) week pay period of service.
- B. Unused sick leave may be accumulated to a maximum of 125 work days (1,000 hours).
- C. An employee may utilize sick leave allowance for absences:
1. Due to personal illness or physical incapacity caused by factors over which the employee has no reasonable immediate control. Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition.
 2. Necessitated by exposure to contagious disease in which the health of others would be endangered by attendance on duty.
 3. Due to illness of a member of his/her immediate family who requires his/her personal care and attention, not exceeding five (5) sick leave days in any one calendar year. The term "immediate family" as used in this section shall mean current spouse, parents, grandparents, children, brothers, or sisters of the employee or of the employee's current spouse. It shall also include any person who is normally a member of the employee's household.
 4. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 5. Personal Days: An employee may use a maximum of two (2) earned sick leave days per calendar year for personal business reasons, subject to prior mutual agreement. Personal Business days must be used within the calendar year earned.

- D. Any employee absent for one of the reasons mentioned above shall inform his/her immediate Supervisor of such absence as soon as possible and failure to do so within the earliest reasonable time, may be the cause of denial of sick leave with pay for the period of absence.
- E. The employee may be required to produce evidence, in the form of a medical certificate, of the adequacy of the reason for absence during the time for which sick leave is granted.
- F. Sick leave shall be taken upon a regularly scheduled work week basis. Holidays falling within a period of sick leave shall not be counted as work days, except as provided for in the Holiday Pay provision of this Agreement.
- G. Sick Leave shall not accrue during a Leave of Absence Without Pay; provided, however, that Sick Leave time accumulated at the time of commencement of leave of absence shall be restored upon return to active employment by the employee, provided such leave of absence does not exceed the approved length of the leave of absence; otherwise such accumulated Sick Leave time shall be forfeited.
- H. A non-probationary employee who is seriously ill for more than five (5) days while on annual leave, may, upon application, have the duration of such illness charged against his/her sick leave reserve rather than against annual leave. Notice of such illness must be given immediately. Proof of such illness in the form of a physician's certificate shall be submitted by the employee.
- I. Employees shall not be entitled to use sick leave until the completion of six (6) two (2) week periods of continuous full-time service, except in cases of injury incurred in the line of duty.
- J. Employees who normally work at least thirty (30) hours per week, but for a period each week less than forty (40) hours, shall be entitled to Sick Leave, as above, on a basis proportionate to the time they have worked.
- K. Abuses of these Sick Leave allowances shall be subject to Facility Code of Conduct, attached hereto, as such Code of Conduct pertains to control of employee absenteeism.

ARTICLE 22

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.
- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. For employees hired on or after January 1, 1974, this payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.

C. Payoff When There is No Retirement:

1. An employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.
2. In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.

ARTICLE 23

FUNERAL LEAVE

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

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

ARTICLE 24

WORKER'S COMPENSATION DISABILITY

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

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.

- C. Any Employee suffering an injury within the meaning and definition of this paragraph shall immediately notify his/her supervisor. If instructed by the supervisor, the injured employee shall report to a medical facility approved by the County.
- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 13, Regular Employee. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty without restrictions.
- H. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 - 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) of the employee's regular wage or salary. The County's 2/3rds pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
 - 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement

benefits as provided in Article 27, Retirement System and the Macomb County Employees' Retirement Ordinance.

4. Any Sick or Annual Leave earned and accrued once the County two-thirds (2/3rds) pay supplement begins shall be paid to the former employee upon termination of the active employment relationship.
- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 25

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
 1. Personal illness/injury
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
 2. Illness/injury in immediate family
 3. Education
 4. Military Service
 5. Personal reason
- B. General Provisions:
 1. Leave of absence may be with pay or without pay.
 2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.
 3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
 4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family
 - Education
 - Personal reason

- Personal illness/injury
- b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
 - Military Service
 - An illness/injury for which an employee is eligible for and receiving Worker's Compensation benefits.
- 5. Duration of Leaves of Absence:
 - a. An approved leave of absence shall not exceed six (6) months, except that the following types of Leaves of Absence may have extensions of up to six (6) months granted:
 - Personal illness/injury
 - Education
 - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
- 6. The Department Head and the Director of Personnel-Labor Relations shall approve or disapprove all requests for Leave of Absence, except for Worker's Compensation claims which shall be governed by applicable statutes.
- 7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.

C. Types Of Leaves Of Absence:

- 1. Personal Illness/Injury:
 - a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/injury.
 - (2) Dates of incapacity.
 - (3) Anticipated date of return to work.
 - (4) Physician's signature
 - (5) Physician's name, address and telephone number.

- c. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
 - d. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
 - e. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate, or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform normally assigned duties and functions. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. Illness/injury of a member of the employee's immediate family:
- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.
 - b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. Education:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
4. Military:
- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.
 - c. An employee while attending, pursuant to governmental orders, the two (2) Week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.

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

ARTICLE 26

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

- a. The Life Insurance provided by the Employer is \$13,500 death benefit and \$4,500 additional accidental death and/or dismemberment benefit.
 - b. Effective February 1, 1990, the Employer will provide a payroll deduction option for employees wishing to purchase additional death benefit Life Insurance. The amount of coverage shall be equal to one time the employee's annual wage (rounded to the nearest thousand dollars) and based on the County's and the individual's combined level of coverage.
 - c. Waiting Period: Employees who are eligible for life insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
2. Retirees: The Employer will provide fully paid Life Insurance coverage, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

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

- b. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- c. Effective February 1, 1990, coverage under the Prescription Drug Rider (PDR) will be offered to all eligible employees subject to the following terms and conditions:
 - (1) Such PDR coverage shall be limited to the \$5.00 Co-Pay Rider.
 - (2) The Employer will pay the monthly premium for such PDR coverage for all eligible subscribers.
- d. Effective February 1, 1990, Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- e. Effective February 1, 1990, the Employer shall offer Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- f. Effective February 1, 1990, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

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

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

- g. The Employer shall pay for the employee and his/her spouse the full cost of Medicare premiums, as required by the Federal Insurance Contribution Act, a part of the Social Security Program, providing the employee is on the active payroll and further, employee and his/her spouse has properly applied for and receives such Medicare coverage.
2. Retirees: The Employer will provide fully paid Blue Cross/Blue Shield Hospital-Medical coverage to the employee and the employee's spouse for the employee who leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance, based upon the following conditions and provisions:

- a. Coverage shall be limited to the current spouse of the retiree, at the time of retirement, provided such employee shall retire on or after January 1, 1974. Coverage for the eligible spouse will terminate upon the death of the retiree unless the retiree elects to exercise a retirement option whereby the eligible current spouse receives applicable retirement benefits following the death of the retiree.
- b. Coverage shall be limited to Blue Cross/Blue Shield MVF1 Master Medical with ML Rider, or its substantial equivalence.
- c. Prescription Drug Rider (PDR): Except for the provisions of Section B.2.j of this Article, effective January 1, 1980, the Employer will provide for eligible retirees and for their current spouse, at time of retirement, coverage under the PDR as follows:
 - (1) The employee leaves employment because of retirement and is eligible for and receives benefits under the Macomb County Employees' Retirement Ordinance.
 - (2) Such PDR coverage shall be limited to the three dollar (\$3.00) Co-Pay Rider.
 - (3) Such PDR coverage will be extended to the eligible employee and eligible current spouse, provided such employee retires on or after April 1, 1973.
- d. Retired employees and/or their current spouse, upon reaching age 65, shall apply if eligible, and participate in the Medicare Program at their expense as required by the Federal Insurance Contribution Act, a part of the Social Security Program, at which time the Employer's obligation shall be only to provide "over 65 supplemental" hospital-medical benefit coverage. Failure to participate in the aforementioned Medicare Program, shall be cause for termination of Employer paid coverage of applicable hospital-medical benefits, as outlined herein for employees who retire and/or their current spouse.
- e. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance, and/or their current spouse, who subsequently are gainfully employed, shall not be eligible for hospital-medical benefits, during such period of gainful employment, as hereinafter defined:

Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.
- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination

of Employer paid hospital-medical benefits as outlined.

- g. Effective February 1, 1990, retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. Effective February 1, 1990, the Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. Effective February 1, 1990, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization, or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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

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

- j. For employees who retire on or after February 1, 1990, the Prescription Drug Rider (PDR) coverage shall be limited to the \$5.00 Co-Pay Rider.

C. Health Maintenance Organization:

- 1. Active Employees: The Employer will provide a Health Maintenance Organization Option for regular employees covered by the present hospital-medical surgical program under this Insurance Section of this Agreement, provided the premium does not exceed the cost of the present insurance.
- 2. Retirees: Effective February 1, 1990, the Employer will provide a Health Maintenance Organization option for current and future retirees of the bargaining unit, provided the premium does not exceed the cost of the present insurance.

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

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

- 1. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.

2. Waiting Period: Employees hired on or after May 1, 1981, who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.
- E. Optical Program: An Optical Insurance Program will provide the following:
1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
 2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- F. Liability Insurance: The County shall provide for each regular employee Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 27

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employees.
- B. Effective January 8, 1990, Section 37 (b) of the Macomb County Employees' Retirement Ordinance is amended for employees covered by this Agreement to provide that the pension multiplier will be 2.1% and the County pension shall not exceed 63%. The employee's contribution to the retirement system will be 2.5% of their compensation received from and after the foregoing date.
- C. Annuity Withdrawal: Effective January 1, 1988, any nurse covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 24, 25, or 31 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the Employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowance shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the

Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.

- D. Purchase Of Military Service Credits: Effective January 1, 1988, members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance (being Section 52 of such Ordinance) shall be allowed to purchase said credits through payroll deduction. Member, who chooses the payroll deduction may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two years of credits are being purchased, the member will have two years to use the payroll deduction option).

If a member chooses the payroll deduction option, the cost of such credit shall be computed as provided in Section 52, 5.a) and b) of the aforementioned Ordinance, and the cost shall be adjusted every January 1, as appropriate.

- E. Pop-Up Option: Effective as soon as possible after ratification of this Agreement, a retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26(a) of the Macomb County Employees' Retirement Ordinance for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 of the Macomb County Employees' Retirement Ordinance as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

- F. Deferred Retirement Allowance Option: Effective as soon as possible after ratification of this Agreement, in the event a member, who has eight (8) or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21 of the Macomb County Employees' Retirement Ordinance, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of the Macomb County Employees' Retirement Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than ninety (90) days after the employee becomes 65 years of age.

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

ARTICLE 28

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
- B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- C. The basis of longevity compensation is as follows:

- 1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
- 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
- 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or leave of absence without pay authorized by the Department Head or designee and approved by the Personnel-Labor Relations Director.

An approved leave of absence without pay shall not be considered in the computation of years of service for longevity compensation.

- 4. Effective November 1, 1987, the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$16,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph C.1., provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full-time employment is attained.
- 5. The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of sixteen thousand dollars (\$16,000):

<u>STEP</u>	<u>CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF EACH YEAR</u>	<u>PERCENT USED, BUT ON BASE NOT IN EXCESS OF \$16,000</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

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

ARTICLE 29

JURY DUTY

- A. A Nurse who is called for jury duty shall notify his/her supervisor immediately upon receiving notice of such call.
- B. If a nurse serves on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and his/her normal weekly pay check upon his/her presentation to the Employer of a written statement of his/her jury duty earnings from the proper court official.
- C. If a nurse is called as a witness in a judicial proceeding for reasons arising out of his/her facility employment, he/she shall receive leave with pay at his/her regular straight time rate

for such attendance.

ARTICLE 30

EMPLOYMENT STATUS

- A. A newly appointed nurse shall have a written evaluation of his/her work performance from his/her immediate supervisor within three (3) months following employment and annually thereafter on his/her anniversary date. He/she shall acknowledge acceptance of such evaluation of his/her work performance from his/her immediate supervisor every twelve (12) months. He/she shall acknowledge acceptance of such evaluation by signature. Such signature will imply neither agreement or disagreement with such evaluation and each nurse will receive a copy of his/her evaluation.
- B. Nurses on staff who demonstrate potential ability and aptitude for positions of increased responsibility shall be given every possible consideration for promotion when vacancies occur. Preference for promotion will be given to nurses on staff who already meet the educational requirements and other qualifications. When two (2) or more nurses have equal qualifications for promotion to the same position, preference will be given to the nurse having the most time in service.
- C. If a nurse is not fully qualified for the higher position at the time of his/her appointment to it, he/she shall work toward attaining the educational qualifications in a regular, systematic manner.

ARTICLE 31

SENIORITY

- A. New employees shall be on a probationary status for the first six (6) months of their employment with the facility pursuant to Article 12, New Employees, Section B of this Agreement. Upon successful completion of the probationary period, the employee's departmental seniority will be retroactive to their date of hire and computed as described in B below.
- B. Departmental Seniority:
 - 1. Full-time nurses shall accumulate seniority from their last date of full-time hire. Departmental seniority shall be computed on the basis of full-time service, as defined in Article 13, Regular Employee, Section A unless otherwise abridged by this Agreement.
 - 2. Part-time nurses shall accumulate departmental seniority based on the total number of actual paid hours from their last date of hire as a part-time employee as such part-time employee is defined in Article 13, Regular Employee, Section B.
 - 3. Date of entry into the Department (departmental seniority) will provide a seniority date that will prevail for the purpose of "bumping rights" in the event of a layoff.
- C. Classification Seniority:

1. Classification seniority is service time earned by an employee in a particular classification covered by this Agreement (i.e., Head Nurse, Supervisor, etc.) from the date of hire, date of promotion, date of transfer or otherwise. Classification seniority will continue so long as the employee remains within the affected classification. Classification seniority shall be computed in a like manner and using the same formula as described in Section B, 1 and 2 of this Article for the purpose of determining the accrual of service time earned within a classification for full and part-time employees.
 2. Upon transfer or promotion to a different classification within this bargaining unit, a new classification seniority date will commence on the date of such transfer or promotion. Upon return to a classification, the affected employee will be credited with seniority previously earned in that classification.
 3. Classification seniority will prevail for purposes of layoff and recall rights within the classification that the employee occupies at the time prior to a layoff.
- D. Full Or Part-time Status Change: Nurses whose full or part-time status changes shall be entitled to seniority as follows:
1. A full-time nurse who becomes part-time, shall have his/her length of part-time service converted into years, months, and days based on 2080 annual hours.
 2. A part-time nurse who becomes full-time shall have his/her seniority date established by computing his/her total actual accumulated paid hours while part-time, into years, months, and days.
 3. The same formulas as provided above shall apply should a nurse's status change regardless of the number of times.
- E. Date of entry into County employment will provide a seniority date that will prevail for the purposes of annual leave and sick leave eligibility and accumulation, longevity, retirement and similar fringe benefits the parties hereto may agree upon.
- F. The Employer shall post a seniority list once each year, during the month of January. The Association shall be notified every ninety (90) days of any changes in the list.
- G. Loss Of Seniority: An employee shall forfeit seniority rights for the following reasons:
1. The employee voluntarily resigns.
 2. The employee is discharged and the discharge is not reversed through the Grievance Procedure.
 3. The employee is absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address that the employee has lost service credit and employment has been terminated.
 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.

5. Return from Sick Leave and Leaves of Absence will be treated the same as three (3) above.
6. The employee withdraws his/her contributions from the Macomb County Employees' Retirement System.
7. He/she retires.

ARTICLE 32

LAYOFF

- A. Layoff is defined as a reduction in the work force.
1. Layoffs, as required, shall be made within the affected classifications in the affected department.
 2. In the event of a layoff, a nurse who may be temporary, casual, or probationary, or licensed by temporary permit shall be laid off before a seniority employee in the affected classification.
 3. If a further reduction in the work force is required, such reduction in the case of seniority employees will be made by layoff of part-time seniority employees in inverse order of seniority within the affected classification in the affected department. Should further reductions in the affected classification be necessary, full-time seniority employees will be laid off by inverse order of seniority in the same manner as part-time employees.
 4. When a seniority employee is laid off, due to a reduction in the work force, he or she shall be permitted to exercise his/her seniority rights to replace the least senior employee in the next lowest classification wherein they have sufficient departmental seniority to qualify. Such employee may replace an employee in an equal or lower job classification under the following conditions:
 - a. They shall have departmental seniority as required and as defined in the Article 31, Seniority, Section B, of this Agreement.
 - b. Current ability to do the available work, meet the qualifications and perform the duties of the job without a trial or training period.
 - c. A seniority employee who qualifies for rights as set forth above, shall have the right to exercise such right or to accept layoff. Failure of the affected employee to exercise such "replacement rights" at the time of layoff, will result in forfeiture of "replacement rights" during the term of such layoff.
- B. Employees to be laid off for an indefinite period of time will have at least ten (10) working days notice of such layoff. The staff council chairperson and the Association shall receive a list from the Employer, of the employees being laid off, on the same date as the notices are issued to the employees.

ARTICLE 33

RECALL

- A. When the working force is increased after a layoff, employees will be recalled in the reverse order of layoff. Notice of recall shall be sent to the employee at his/her last known address, as listed in his/her personnel file by Certified Mail. If the affected employee fails to report for work within ten (10) working days from the date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted solely by the Employer, in proper cases.
- B. Recall rights for laid off employees will be limited to a period of one (1) year, or length of departmental seniority, whichever is greater, EXCEPT for employees hired on or after January 1, 1983, who after layoff shall have recall rights limited to length of departmental seniority but in no event to exceed a period of eighteen (18) months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 34

MAINTENANCE OF DISCIPLINE

- A. Registered Professional Nurses will abide by the Code for Professional Nurses of the American Nurses Association and by such rules of the appropriate health facility promulgated to assure the best possible patient care and the efficient operation of the facility.
- B. Discipline that is necessary will be of a corrective nature rather than punitive and will be based on verbal warnings followed by a written warning from the Director of Nursing before any penalty is assigned. A person receiving such a written notice shall sign a copy thereof to acknowledge receipt of the warning.
- C. Individual disciplinary penalties, including discharge, shall be given solely for just cause and may become a subject of the Grievance Procedure. An employee shall have the right to consult with a member of the PR & R Committee and to appeal any disciplinary action taken by following the grievance procedures. An employee who is discharged shall have the right to consult with the PR & R Committee member before leaving the Facility.

ARTICLE 35

TERMINATION OF EMPLOYMENT

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

ARTICLE 36

PROFESSIONAL/PHARMACY MEETINGS

- A. The Employer may direct attendance by Registered Professional Nurses at professional meetings

sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in his/her professional capacity. The Employer will rotate nurses to attend these meetings.

- B. Nurses desiring to attend professional meetings shall submit request to the Director of Nursing.
- C. If the Employer so directs their attendance, Registered Professional Nurses may be given time off, without loss of pay, to attend such professional meetings and will be reimbursed for out-of-pocket expenses incurred in such attendance.
- D. The President of the R.N. Staff Council shall designate one (1) staff nurse to attend the regular meetings between Pharmacy and Administration. Such nurses shall attend for the purpose of resolving problems and medication supply.

ARTICLE 37

WITHHOLDING OF PROFESSIONAL SERVICES

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

ARTICLE 38

PHYSICAL EXAMINATION OF EMPLOYEES

- A. An examination may be invoked relative to those employees returning to County employment from extended leave of absence or sick leave.
- B. Tests And Immunizations: With respect to tests and immunizations the Employer will follow the policy in effect at the time of the effective date of this Agreement and the Employer will negotiate any changes to this policy prior to the implementation of such changes. If tests and immunizations are required by the State and Federal government, the Parties will not be obligated to negotiate such change.

ARTICLE 39

USE OF FACILITIES

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

ARTICLE 40

SAVINGS CLAUSE

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

ARTICLE 41

SNOW DAY POLICY

Compensation for employees unable to report to work because of severe snow storms will be provided for as follows:

- A. Employees may choose to deduct one day from their accumulated Annual Leave Bank.
- B. Employees may choose to use their personal business days from their accumulated Sick Leave Bank, if available.
- C. Employees who are ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Business Day(s) normally accruing to them within a ninety (90) day period of time.
- D. Employees who terminate their County employment and who are ineligible for Annual Leave and/or Sick Leave usage, and who receive compensation under this policy, shall have such compensation deducted from any accumulated and withheld monies due them at time of termination.

ARTICLE 42

POSTING OF SCHEDULE

- A. Work schedule for all R.N.'s shall be posted twelve (12) days in advance of the starting date, which is Monday 1st shift.

- B. The schedule shall be available on all units at all times.
- C. The Nursing Department may contact any nurse to request he/she report to work as needed.
- D. The Facility agrees to call part-time R.N.'s first, then regular full-time R.N.'s for overtime, as needed.
- E. The Nursing Department will provide 48 hour advance notification to affected staff on any changes to the posted schedule.

ARTICLE 43

PERSONNEL FILES

The Facility shall promptly notify the employee and the Registered Nurses Council of any addition to the personnel record which could, in the broadest interpretation, be construed to have adverse effect on an employee's record. Items so included shall be signed and dated at the time of inclusion by the employee or a representative of the R.N. Staff Council.

ARTICLE 44

COST OF LIVING ALLOWANCE (COLA)

- A. Effective January 1, 1989, a cost-of-living allowance (COLA) of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour scheduled, payable quarterly.
- B. Payment, when due, will be payable quarterly, by separate check, no sooner than twenty-one (21) days, or later than thirty-five (35) days, following the last day of any given quarter.

ARTICLE 45

UNIFORM EXPENSE ALLOWANCE

The Uniform Expense Allowance for Registered Nurses employed at the Martha T. Berry Medical Care Facility (which includes part-time Registered Nurses on a pro-rated basis) will be \$200.00 per year. Payment is to be made on the employee's anniversary date or next normal business day after this date.

ARTICLE 46

MILEAGE

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

ARTICLE 47

WAGE REOPENER

- A. Between November 15, 1992 and December 15, 1992, and again between November 15, 1993, and December 15, 1993, either Party may notify the other in writing of its desire to reopen this

Agreement, provided such reopener shall be limited to the discussion of base wages only. Upon such notice being given, the duly authorized representatives of the Parties shall meet for the purpose of negotiating with respect to said matter. All other provisions of this Agreement shall remain in full force and effect during the conduct of negotiating a wage rate for the subsequent year. Except that it is expressly understood that in the event of a reopening, neither Party shall have the right to submit the issue of base wage rates to the grievance procedure (including arbitration). It is also expressly understood that the provisions of Article 37 (Withholding of Professional Services) shall continue in full force and effect in the event of a reopening.

- B. It is specifically understood and agreed by the Parties that in the event of a timely reopening of this Agreement, only the base wage rates contained in Appendix A, shall be a subject of discussion and neither side shall make proposals of revision of any other Agreement Article, Clause, Section, Appendix, Attachment or Understanding, written or oral, and if either Party makes such a proposal(s) the other Party shall not be obligated to bargain on such proposal(s).
- C. The Employer agrees that it will not ask for a reduction in the 1992 base wage level during the 1993 wage reopening period. The Employer also agrees that it will not ask for a reduction in the 1993 base wage level during the 1994 wage reopening period.

ARTICLE 48

TERMINATION AND/OR MODIFICATION

This Agreement shall be and continue in full force and effect until December 31, 1994.

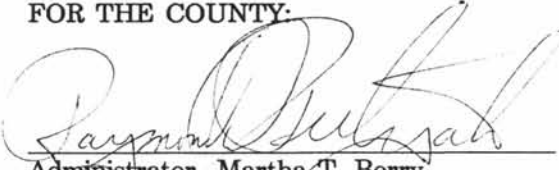
- A. If either Party desires to terminate this Agreement it shall, one hundred twenty (120) days prior to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on one hundred twenty (120) days written notice prior to the current year's termination date.
- B. If either Party desires to modify or change this Agreement it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of the terms of this Agreement.
- C. Notice of Termination And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Association, to 2310 Jolly Oak Road, Okemos, Michigan 48864 and if to the Employer, addressed to Personnel-Labor Relations Director, Macomb County Building, Mt. Clemens, Michigan 48043, or to any such address as the Association or the Employer may make available to each other.

It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances

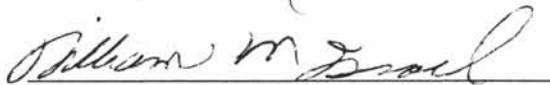
and remain within the jurisdiction of the County of Macomb.

IN WITNESS WHEREOF, the COUNTY of MACOMB, a Municipal Corporation of the State of Michigan, has caused the foregoing agreement to be executed by the Chairman of the Macomb County Board of Commissioners and by the County Clerk of the County of Macomb, as directed by and authorized by the Macomb County Board of Commissioners and the Michigan Nurses Association of Okemos, Michigan has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

FOR THE COUNTY:

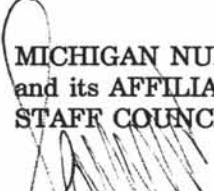


Administrator, Martha T. Berry




Director, Personnel-Labor Relations

MICHIGAN NURSES ASSOCIATION
and its AFFILIATE NURSES
STAFF COUNCIL:



MNA Field Representative



Norman J. Gallinger, M.D.

Dated: 11-24-93

APPENDIX A

SALARY AND INCREMENT SCHEDULE

EFFECTIVE JANUARY 1, 1992

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>
Shift Supervisor	\$29,025.15	\$29,539.63	\$30,093.66	\$30,597.32	\$31,126.15	\$31,655.00	\$32,183.84	\$32,687.50	\$33,227.17
In-Service Instructor	\$28,195.10	\$28,708.60	\$29,212.25	\$29,715.91	\$30,219.57	\$30,723.23	\$31,226.88	\$31,755.72	\$32,267.45
Head Nurse	\$28,195.10	\$28,708.60	\$29,212.25	\$29,715.91	\$30,219.57	\$30,723.23	\$31,226.88	\$31,755.72	\$32,267.45
Assistant Head Nurse	\$27,468.83	\$27,953.10	\$28,431.57	\$28,910.06	\$29,438.90	\$29,917.38	\$30,395.85	\$30,899.51	\$31,411.47
Charge Nurse	\$26,664.73	\$27,298.36	\$27,927.93	\$28,557.50	\$29,187.07	\$29,841.81	\$30,477.69		
Staff Nurse	\$25,627.20	\$26,240.66	\$26,870.23	\$27,449.45	\$28,079.02	\$28,708.60	\$29,310.47		

EFFECTIVE JANUARY 1, 1993

<u>CLASSIFICATION</u>	<u>START</u>	<u>6</u> <u>MONTHS</u>	<u>12</u> <u>MONTHS</u>	<u>18</u> <u>MONTHS</u>	<u>24</u> <u>MONTHS</u>	<u>30</u> <u>MONTHS</u>	<u>36</u> <u>MONTHS</u>	<u>42</u> <u>MONTHS</u>	<u>48</u> <u>MONTHS</u>
Shift Supervisor	\$29,605.65	\$30,130.42	\$30,695.53	\$31,209.27	\$31,748.67	\$32,288.10	\$32,827.52	\$33,341.25	\$33,891.71
In-Service Instructor	\$28,759.00	\$29,282.77	\$29,796.50	\$30,310.23	\$30,823.96	\$31,337.69	\$31,851.42	\$32,390.83	\$32,912.80
Head Nurse	\$28,759.00	\$29,282.77	\$29,796.50	\$30,310.23	\$30,823.96	\$31,337.69	\$31,851.42	\$32,390.83	\$32,912.80
Assistant Head Nurse	\$28,018.21	\$28,512.16	\$29,000.20	\$29,488.26	\$30,027.68	\$30,515.73	\$31,003.77	\$31,517.50	\$32,039.70
Charge Nurse	\$27,198.02	\$27,844.33	\$28,486.49	\$29,128.65	\$29,770.81	\$30,438.65	\$31,087.24		
Staff Nurse	\$26,139.74	\$26,765.47	\$27,407.63	\$27,998.44	\$28,640.60	\$29,282.77	\$29,896.68		

APPENDIX B

1992 TEMPORARY ASSIGNMENT RATE

Effective January 1, 1986, employees working out of classification on temporary assignments, shall receive an hourly rate equal to 66 2/3% of the difference between maximum salaries of the regular classification and the temporary classification, as follows:

TEMPORARY ASSIGNMENTS

	<u>Charge Nurse</u>	<u>Assistant Head Nurse</u>	<u>Head Nurse</u>	<u>In-Service Instructor</u>	<u>Shift Supervisor</u>
--	---------------------	-----------------------------	-------------------	------------------------------	-------------------------

REGULAR ASSIGNMENT

<u>Staff Nurse</u> 1992 : \$13.98	\$14.35	\$14.65	\$14.92	\$14.92	\$15.23
<u>Charge Nurse</u> 1992 : \$14.54	X	\$14.84	\$15.11	\$15.11	\$15.41
<u>Assistant Head Nurse</u> 1992 : \$14.99	X	X	\$15.26	\$15.26	\$15.56
<u>Head Nurse</u> 1992 : \$15.39	X	X	X	X	\$15.70
<u>In-Service Instructor</u> 1992 : \$15.39	X	X	X	X	\$15.70

1993 TEMPORARY ASSIGNMENT RATE

Effective January 1, 1986, employees working out of classification on temporary assignments, shall receive an hourly rate equal to 66 2/3% of the difference between maximum salaries of the regular classification and the temporary classification, as follows:

TEMPORARY ASSIGNMENTS

	<u>Charge Nurse</u>	<u>Assistant Head Nurse</u>	<u>Head Nurse</u>	<u>In-Service Instructor</u>	<u>Shift Supervisor</u>
<u>Staff Nurse</u> 1993 : \$14.32	\$14.70	\$15.00	\$15.28	\$15.28	\$15.59
<u>Charge Nurse</u> 1993 : \$14.89	X	\$15.19	\$15.47	\$15.47	\$15.78
<u>Assistant Head Nurse</u> 1993 : \$15.34	X	X	\$15.62	\$15.62	\$15.93
<u>Head Nurse</u> 1993 : \$15.76	X	X	X	X	\$16.07
<u>In-Service Instructor</u> 1993 : \$15.76	X	X	X	X	\$16.07

REGULAR ASSIGNMENT

Letter of Understanding
between
Michigan Nurses Association - Martha T. Berry
and the
County of Macomb

In 1992, the Employer shall provide to all members of the Michigan Nurses Association - Martha T. Berry, any percentage wage change negotiated between the Parties. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a gross percentage increase which exceeds that negotiated by the Michigan Nurses Association - Martha T. Berry in 1992, the Employer shall provide an additional wage increase to the members of the Michigan Nurses Association - Martha T. Berry so that Michigan Nurses Association - Martha T. Berry members receive a gross percentage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1, 1992.

For the County:

William M. DeLoach 11-16-93
date

For the Association:

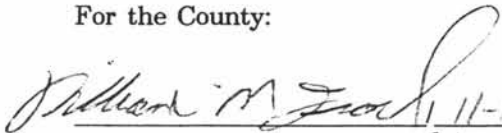
[Signature] 11/16/93
date

Norman J. Kallinger Jr. 11-23-93
date

Letter of Understanding
between
Michigan Nurses Association - Martha T. Berry
and the
County of Macomb

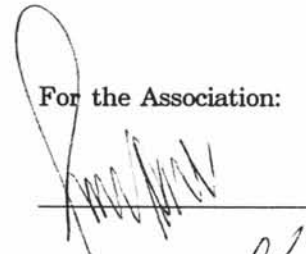
In 1993, and again in 1994, the Employer shall provide to all members of the Michigan Nurses Association - Martha T. Berry, any percentage wage change negotiated pursuant to Article 47, Wage Reopener. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by the Michigan Nurses Association - Martha T. Berry in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of the Michigan Nurses Association - Martha T. Berry so that the Michigan Nurses Association - Martha T. Berry members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1, of each subsequent year.

For the County:




date 11-16-93

For the Association:



date 11/16/93



date 11-23-93

CODE OF CONDUCT

Your conduct should at all times be above reproach. When on the premises of this facility, you are urged to conduct yourself quietly and efficiently, with special regard for the patients and in consideration of your fellow employees.

Conduct which will be considered grounds for disciplinary action from reprimand to discharge are defined as, but not necessarily limited to, the following:

1. Theft or misappropriation of property of employees, patients or of the facility.
2. Punching other employees' time card, or having other employees punch yours.
3. Deliberate falsification of medical records.
4. Deliberate falsification of employment records.
5. Removal from the premises of the facility, any record or confidential information of any nature.
6. False, vicious, or malicious statements concerning any employee, the facility or its services.
7. Repeating fact or rumor regarding diagnosis concerning any patient's illness or hospitalization.
8. Using facility equipment for personal use without proper authorization.
9. Deliberate abuse of equipment.
10. Bringing in to patients, possession of, or drinking intoxication beverages on immediate facility premises; except as prescribed for patient care.
11. Excessive unexcused absence or tardiness.
12. Unauthorized use of drugs.
13. Any employee found guilty of violations of facility rules, improper conduct, insubordination, is subject to disciplinary action.
14. It is understood that all employees must comply with the rules governing uniforms and personal appearance.
15. Employees will smoke only in designated areas.
16. Employees are forbidden to eat food prepared for the patients.
17. Personnel assigned to a given area must not leave that area during their shift without obtaining permission from their Supervisor, except in case of emergency.
18. Any abuse of fellow employee or patient.

19. Sleeping on the job.
20. Personnel shall not leave the building while on duty (except in the event of a bonafide emergency) without first obtaining permission from their Supervisor. In the event an employee must leave the building without permission from his/her immediate Supervisor due to an emergency, he/she is to notify his/her immediate Supervisor, as quickly as possible, that it was necessary to leave the building and the reason for such. "Five-day" employees are exempt from this procedure only in that they are permitted to leave the building for the lunch period.
21. All employees issued time cards are to "punch in and out" on each occasion entering or leaving the building. The only exceptions permitted will be employees called away from duty due to a bonafide emergency, e.g., accidents or serious illness at home. Immediately upon returning to duty after such emergency call, the employee is expected to "punch in" and report to his/her Supervisor as to the reason and duration of his/her absence from duty.

ACTION TO BE TAKEN

ITEM

1. First occurrence - up to 3 working days suspension or discharge.
2. First occurrence - up to 5 working days suspension or discharge.
3. First occurrence - discharge.
4. First occurrence - up to 3 working days suspension or discharge.
5. First occurrence - written reprimand. Second occurrence - up to 3 working days suspension.
6. First occurrence - Administrator may suspend.
7. First occurrence - written reprimand.
8. First occurrence - Administrator shall use proper judgement as to the offense.
9. First occurrence - Administrator shall use proper judgement as to the offense.
10. First occurrence - up to at least 10 working days suspension.
- 11.1 "In any absence from duty of three (3) or more consecutive scheduled work days, the employee shall attempt to provide twenty-four (24) hours but no less than eight (8) hours advance notice of his/her intent to return to duty; providing the employee will not be permitted to go on duty when he/she does return, nor will he/she be paid if he/she does go on duty without having provided the twenty-four (24) hour advance notice".
- 11.2 Sick leave may be used in accordance with the following conditions:
 - a) Personal illness - employees shall notify the Employer at least one (1) hour prior

to the start of the scheduled shift, unless prevented from doing so due to unusual circumstances, and shall provide the Employer with as much advance notice as possible.

- b) If an employee is absent due to illness for three (3) or more consecutive scheduled work days, a medical certificate may be required upon return to duty.
- c) Personal appointments on scheduled work days - prior approval is required.
- d) Family illness - employees shall notify the Employer at least one (1) hour prior to the start of the scheduled shift, unless prevented from doing so by unusual circumstances, and shall provide the Employer with as much advance notice as possible.

Employees may be disciplined for excessive tardiness, absenteeism or patterns of abuse. Counseling will be employed as an attempt to correct the problems prior to the imposition of disciplinary suspension. Corrective discipline will be employed as follows:

- 1. Verbal Warning
- 2. Written Reprimand
- 3. Suspension for two (2) days
- 4. Suspension for thirty (30) days
- 5. Termination

Excessive absence shall be defined as a total of four (4) or more incidences of absence in any three (3) month period, excluding the following:

- 1. Periods of hospitalization
- 2. Leave of Absence
- 3. Illness extending beyond three (3) consecutive working days.
- 4. Vacations
- 5. Holidays (Employees Scheduled off Duty)
- 6. Disciplinary layoffs
- 7. Any other absences specifically excused by the Employer.

Examples of Patterns of Abuse:

- 1. Repeated absence on week-ends on which the employee is scheduled to work.
- 2. Repeated absence in conjunction with holidays on which the employee is scheduled to work.
- 3. Repeatedly leaving duty prior to the scheduled quitting time.

Tardiness

Employees shall not have time deleted from his/her pay for tardiness of less than fifteen (15) minutes.

Tardiness as defined above, which occurs more than twice in any consecutive two (2) month period may become subject to discipline as defined in this policy.

It is understood that tardiness of a short duration, e.g., less than five (5) minutes shall not be considered just cause for discipline under this policy unless such tardiness persists over a prolonged period of time.

Purging of Employee's Record:

If after disciplinary action (a suspension) has been imposed (with the sole exception of a sustained discharge) and the employee maintains a good attendance record for a period of six (6) months such that he/she is not subject to further disciplinary action under these rules, his/her record shall be expunged to the effect the Employer will resume further disciplinary action, if necessary, from the verbal warning step. The Employer may present the entire record for review in response to grievances and in the event of arbitration under the agreement between the parties.

12. First occurrence - immediate suspension.
13. First occurrence - discipline should be from oral reprimand up to discharge depending on severity of action.
14. First occurrence - oral reprimand
Second occurrence - written reprimand
Third occurrence - suspension for one (1) day
15. First occurrence - oral reprimand
16. First occurrence - three (3) working day suspension
17. First occurrence - oral reprimand
Second occurrence - written reprimand
Third occurrence - suspension for one (1) day
Subsequent occurrences - longer suspension
18. First occurrence - oral reprimand to discharge depending on severity of the action.
19. First occurrence - up to three (3) working days suspension
20. First occurrence - three (3) day suspension
Second occurrence - thirty (30) day suspension
Third occurrence - discharge
21. First occurrence - written warning
Second occurrence - five (5) day suspension
Third occurrence - discharge

LETTER OF UNDERSTANDING

between

Michigan Nurses Association - Registered Nurses at Martha T. Berry

and

COUNTY OF MACOMB

RE: PANEL of ARBITRATORS

The Parties agree that the following arbitrators shall serve on the panel of grievance arbitrators as per Article 11, Grievance Procedure.

PANEL OF ARBITRATORS:

1. Mark Glazer
2. Ruth Kahn
3. Patrick A. McDonald
4. Mario Chiesa

FOR THE EMPLOYER:

Cheryl King

Dated: 1-23-92

FOR THE UNION:

Norman J. Hollinger