

12/31/89

THE COUNTY OF OAKLAND

AND

MICHIGAN NURSES ASSOCIATION

*Oakland County*

Collective Bargaining Agreement

1988 - 1989

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

AGREEMENT

This agreement is made and entered into on this 1st day of Dec., A.D., 1988, by and between the Oakland County Board of Commissioners and the Oakland County Executive, hereinafter referred to collectively as the "Employer" and the Michigan Nurses Association, hereinafter referred to as the "Association" and the association's affiliate the Professional Registered Nurses of Oakland County Health Division, hereinafter referred to as the "Association Council." It is the desire of both parties to this agreement to continue to work harmoniously and to promote and maintain high standards, between the employer and employees, which will best serve the citizens of Oakland County. All references to the feminine in this agreement shall apply equally to the masculine and vice versa.

I. RECOGNITION

The Employer recognizes the Association as the exclusive representative of the following employees, for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other terms and conditions of employment, in the following bargaining unit for which they have been certified, and in which the Association is recognized as collective bargaining representative, subject to and in accordance with the provisions of Act 336 of the Public Acts of 1947, as amended.

All full-time and regular eligible part-time Registered Public Health Nurses employed in the Health Division. Excluding all other employees, supervisors as defined by the Act, confidential, temporary, part-time non-eligible, and substitute employees, Registered Nurses working in the Jail Facility, and Health Educators.

II. MANAGEMENT RESPONSIBILITY

The right to hire, promote, discharge or discipline for just cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Employer except that Association members shall not be discriminated against as such.

In addition, the work schedules, methods and means of departmental operation are solely and exclusively the responsibility of the Employer, subject, however, to the provisions of this agreement.

III. DUES CHECK-OFF

(a) The Employer agrees to deduct the Association membership initiation fee and dues, once each month, from the pay of those employees who individually authorize in writing that such deductions be made. All authorizations delivered to the Employer prior to the first day of the month shall become effective during that succeeding month. Check-off monies will be deducted from the second paycheck of each month and shall be remitted together with an itemized statement to the Association at its offices located at 120 Spartan Avenue, East Lansing, Michigan 48823, within fourteen (14) days after the deductions have been made.

(b) An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month he/she is no longer a member of the bargaining unit. Any employee may voluntarily cancel or revoke the Authorization for Check-off deduction upon written notice to the Employer and the Association. Such voluntary withdrawal from payroll deduction of Association dues may only occur during the period December 16 through 31 of any calendar year.

(c) 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 by the Employer for the purpose of complying with this section.

(d) In the event that any other represented unit, other than a unit containing employees eligible for Act 312 Police/Fire Compulsory Arbitration or employees whose designated employer is other than the Oakland County Executive, negotiates a contract with the County of Oakland containing any form of Association security, the same right will automatically be given to the unit covered under this agreement.

#### IV. GRIEVANCE REPRESENTATIVES

##### Section 1.

There shall be two Grievance Representatives for the North Office Health Department and two Grievance Representatives for the South Office. All Grievance Representatives must work out of the Office they represent and only one Representative will be released to handle a specific grievance.

Grievance Representatives will be permitted to leave their work, after obtaining approval of their respective supervisors and recording their time, for the purpose of adjusting grievances in accordance with the grievance procedure. Permission for Grievance Representatives to leave their work will not be unreasonably withheld. Grievance Representatives will report their time to their supervisor upon returning from a grievance discussion.

The privilege 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 grievances and will not be abused, and that they will continue to work at their assigned jobs at all times except when permitted to leave their work to handle grievances.

##### Section 2.

Should any Grievance Representative position become vacant the Association agrees to promptly fill the vacancy and then notify the employer within five (5) working days.

##### Section 3.

Grievance Representatives may receive but shall not solicit grievances (this is not to be construed as to prohibit Grievance Representatives from advising members related to contract interpretation).

Section 4.

The Association will furnish the Employer with the names of its authorized representatives who are employed within the Unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representative of the Association with which it may be dealing.

V. GRIEVANCE PROCEDURES

The Employer and the Association support and subscribe to an orderly method of adjusting employee grievances. To this end, the Employer and the Association agree that an employee should first bring her problem or grievance to the attention of her immediate supervisor, with or without her grievance representative within 10 calendar days of the occurrence. The immediate supervisor shall attempt to resolve the grievance informally. Dismissals, suspensions, demotions and disciplinary actions of any type shall only be subject for the grievance procedure.

Step 1.

If the grievance is not settled informally, it shall be discussed with the Grievance Representative and shall be reduced to writing, signed by the grievant and submitted to her immediate supervisor within five (5) working days of the informal discussion.

Step 2.

The written grievance may be discussed between the Grievance Representative and the immediate supervisor if so desired. If a discussion is held, the grievant may attend if she so desires. The supervisor will attempt to adjust the matter and will give a written decision within ten (10) working days of receipt of the written grievance.

Step 3.

Any grievance not settled at Step 2 may be submitted to the next meeting of the grievance committee. The Association grievance committee shall consist of two Grievance Representatives. This committee may be assisted by a representative of the Michigan Nurses Association. A grievant may be present during all or a portion of a Grievance Committee Meeting by mutual agreement of the parties. Any grievance not submitted to the next grievance meeting, by written notification to the Employer within five (5) working days of the immediate supervisor's written decision, shall be considered dropped. The Employer will give a written decision within fifteen (15) working days of such meeting.

Step 4.

Any matter not settled in Step 3 of the grievance procedure may be submitted to final and binding arbitration. The request for arbitration must be submitted to the Employer within fifteen (15) calendar days of the Employer's written response to the Grievance Committee Meeting. The grievance upon which Arbitration has been demanded shall be referred to one of the following Arbitrators in accordance with the date of the written grievance, the oldest grievance being referred first:

1. John Coyle
2. Richard Kanner
3. Alan Walt

A grievance shall be referred to the listed Arbitrators in the order in which they appear. Once a grievance has been referred to an Arbitrator, a subsequent grievance shall be referred to the next Arbitrator on the list. After a grievance has been referred to the last Arbitrator listed, the cycle shall repeat, beginning with the first Arbitrator. The Arbitrator may interpret and apply the provisions of this Agreement to determine the grievance before the Arbitrator. However, the Arbitrator shall have no power or authority, in any way,

to alter, modify, amend, or add to any provisions of this Agreement, or set a wage rate. The Arbitrator shall be bound by the express provisions of this Agreement. Expenses for arbitration shall be borne equally by both parties.

Any grievance not appealed, from a decision in one of the steps of the grievance procedure, to the next step as prescribed, shall be considered dropped and the last decision final and binding, except that time limits may be extended by mutual agreement of the parties. In the event that the Employer shall fail to supply the Association with its answer to the particular step within the specified time limits, the grievance shall be deemed automatically positioned for appeal at the next step with the time limit for exercising said appeal commencing with the expiration of the grace period for answering.

#### VI. SENIORITY

New employees may acquire seniority by working six (6) continuous months, in which event the employee's seniority will date back to the date of hire into the Division. When the employee acquires seniority, his/her name shall be placed on the seniority list, in the order of his/her seniority date.

An up-to-date seniority list shall be furnished to the Association every six (6) months.

An employee shall lose his/her seniority for the following reasons:

- (a) If the employee resigns or retires;
- (b) If the employee is discharged, and not reinstated;
- (c) If the employee is absent from work for three (3) working days, without properly notifying the Employer, unless a satisfactory reason is given;
- (d) If the employee does not return to work at the end of an approved leave;
- (e) If the employee does not return to work when recalled from

a layoff.

#### VII. LAYOFF AND RECALL

If and when it becomes necessary for the Employer to reduce the number of employees in the work force, the employees will be laid off in seniority order, based on capability of performing available jobs and shall be recalled in the inverse order. (Refer to Rule #9, Oakland County Merit System Handbook.) All employees so laid off shall be offered the opportunity of recall for a period equal to their length of service, but not to exceed three (3) years, prior to the hiring of any new employees. An employee being recalled to work shall have at least three (3) working days written notice before the employee must report to work. A certified letter sent to the employee's last known address shall constitute proper notice.

#### VIII. PROMOTIONS AND TRANSFERS

##### Section 1.

(a) Promotions made within the bargaining unit shall be carried out in a manner consistent with the provisions of the Oakland County Merit System.

(b) The Employer will post on the Bulletin Boards notice of new positions or vacancies in existing positions in or out of the bargaining unit, for a period of five (5) days, Saturdays, Sundays, and holidays excluded.

(c) Employees who wish to be considered for the position shall make a written application to the Chief of the appropriate service or his/her designated representative during the posting period, stating the employee's qualifications. The Employer will decide who is best qualified to fill the position after considering the factors determined applicable by the Employer.

##### Section 2.

A full-time PHN II will move into transition after no more than three (3) years of full-time service as a PHN II in the Oakland County Health Department

unless at the sole discretion of the employer the nurse exhibits deficiencies in his/her performance which prohibits transition from commencing. The employer will meet with the nurse to discuss those areas in need of improvement.

The period of transition (preparation for promotion from PHN II to PHN III) for full-time public health nurses shall not exceed four (4) years except by mutual written consent of the employer and the employee. The period of transition shall not commence until the employee is notified in writing by the employer that the employee has been accepted for promotional consideration and is in transition as of a certain date. The employer may decide at any point during the transition period to promote the employee to PHN III.

### Section 3.

PPHS staff employed by Oakland County may be transferred out of their district to meet community and program needs.

## IX. GENERAL CONDITIONS

### Section 1.

The Association shall be notified in advance of anticipated permanent major changes in working conditions and discussions shall be held thereon.

### Section 2.

Employees elected to any permanent full time Association office or selected by the Association to do work which takes them from their employment with the County, shall at the written request of the Association be granted a leave of absence without pay. The leave of absence shall not exceed two (2) years, but it may be renewed or extended for a similar period at any time upon the written request of the Association.

### Section 3.

When any position not listed on the wage schedule is filled or established, the County shall designate a job classification and rate structure for the position. In the event that the Association does not agree that the

classification is proper, it shall have the right to submit the issue as a grievance through the grievance procedure within a three month period.

#### Section 4.

Special conferences for important matters may be arranged at a mutually convenient time between the MNA representative and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Employer and no more than two (2) Association council representatives of the Association and the MNA Representative, if so desired. 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.

A special conference shall be scheduled within ten (10) working days after the request is made to be held at a future date mutually agreed upon.

Matters taken up in special conferences shall be confined to those included in the agenda. The members of the Association shall not lose time or pay for time spent in such special conferences.

#### Section 5.

The employer may in its sole judgment and discretion decide to permit early merit increases ahead of the schedule provided in this Agreement. Such early merit increases shall be recommended by the department head and be subject to approval by the Employee Relations Division of the Personnel Department. Approval of an early merit increase in one case shall not create a precedent for granting an early merit increase in any other.

#### Section 6.

When Health Division Administration determines the need to establish committees or similar groups which requires PHN involvement, a notice will be sent to the Nursing Supervisors and Public Health Program Coordinators of vacancies on

such committees or groups. A copy of this notice will also be forwarded to the Association Council Chairperson for information purposes. The Nursing Supervisors and Public Health Program Coordinators will discuss these vacancies with staff and make recommendations regarding participants to Administration.

Section 7.

When requested in advance, the Employer will allow use of available rooms for Association and/or Association Council meetings during non-working hours.

Section 8.

The Employer shall assign space on bulletin boards which shall be used by the Association for posting notices bearing the written approval of any elected officer of the Association Council, which shall be restricted to:

- a. Notices of Association meetings
- b. Notices of Association elections
- c. Notices of results of Association elections and Association appointments
- d. Notices of Association recreational and social affairs
- e. Other notices of bonafide Association affairs, which are not political or libelous in nature.

Section 9.

All Public Health Nurses will be provided with identification to place in their automobiles while on duty. Said identification will state that they are Oakland County Health Division employees and are on duty.

Section 10.

1. Notice to Employer. At least two (2) weeks written notice of termination of employment shall be given to the Employer by an employee. However, if due to extenuating circumstances, the employee is unable to give two (2) weeks notice, the Employer may elect to waive the two (2) weeks notice requirement in the payment of termination benefits. If the

required notice is not given or there is no waiver thereof by the Employer, then no termination benefits are payable. (To include Annual Leave Reimbursement and/or Sick Leave Reimbursement.)

2. Notice to Employee. At least two (2) weeks written notice of termination of employment or pay in lieu thereof shall be given to an employee, unless the termination is a discharge for cause.
3. Return of Employers Property. All employees are required to return to the Department any property issued to them by the County during their term of employment. Failure to return all property will exempt the Employer for responsibility for payment of termination benefits. (To include Annual Leave and/or Sick Leave.)

#### Section 11.

The County may grant one Leave Without Pay not to exceed thirty (30) consecutive calendar days, in a calendar year, to PHNs who have completed the probationary period.

This Leave Without Pay is to be limited to June, July, and August and such leaves, if granted, shall be in accordance with the provisions of Merit Rule 13. The thirty (30) day and summer months limitations outlined above shall not apply to Educational Leave.

#### Section 12.

Professional Meeting. The Employer will encourage attendance at professional and occupational 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.

Preference will be given to those programs which have been approved by the Continuing Education Approval and Recognition Program (CEARP). Nurses desiring to attend such professional meetings shall notify the Chief or his/her designee,

who shall respond with an answer within one (1) week to advise the nurse if she may attend.

X. ADOPTION BY REFERENCE OF RELEVANT RESOLUTIONS AND PERSONNEL POLICIES

All Resolutions of the Oakland County Board of Commissioners, as amended or changed, from time to time, relating to the working conditions and compensation of the employees covered by this agreement, and all other benefits and policies provided for in the Oakland County Merit System, which incorporates the Oakland County Employee's Handbook, except those excluded by this agreement, are incorporated herein by reference and made a part hereof to the same extent as if they were specifically set forth.

XI. MAINTENANCE OF CONDITIONS

Wages, hours and conditions of employment legally in effect at the execution of this agreement shall, except as modified herein, be maintained during the term of this agreement.

XII. ECONOMIC MATTERS

The Agreement between the parties on economic matters are set forth in the Appendices attached hereto and are incorporated into this collective bargaining agreement, subject to the terms and conditions thereof.

XIII. NO STRIKE - NO LOCKOUT

Under no circumstances will the Association cause or authorize or permit its members to cause, nor will any member of the bargaining unit take part in, any strike, sitdown, stay-in or slowdown or any violation of any State law. In the event of a work stoppage or other curtailment, the Association shall immediately instruct the involved employees in writing, that their conduct is in violation of the contract and that all such persons shall immediately cease the offending conduct.

The Employer will not lockout any employees of the bargaining unit during the term of this Agreement.

XIV. DURATION

This agreement shall remain in full force and effect from January 1, 1988 to midnight, December 31, 1989. The agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, sixty (60) days prior to December 31, 1989 that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin within a reasonable period of time. This agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

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 Oakland for continued application.

MICHIGAN NURSES ASSOCIATION

R. Michael Kutpatrick  
Evelyn R. Clelland RN  
Karen J. Seefeldt PHN  
Barbara K. Horton PHN  
P19 Betty J. Schindler PHN

COUNTY OF OAKLAND, a Michigan  
Constitutional Corporation

By Roy Rewold  
Roy Rewold, Chairperson

OAKLAND COUNTY EXECUTIVE

Daniel T. Murphy  
Daniel T. Murphy

APPENDIX A

THE FOLLOWING MERIT SALARY SCHEDULE  
SHALL BECOME EFFECTIVE WITH THE FIRST  
PAY PERIOD ON OR AFTER JANUARY 1, 1988

I. Employees hired prior to June 12, 1986.

	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
PHNI	21,188	22,229					
PHNII	24,675		26,137	27,600			
PHNIII	30,075		31,384	32,689			

II. Employees hired on or after June 12, 1986.

	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
PHNI	19,040		20,182	21,324	22,466	23,609	24,752
PHNII	21,057		22,320	23,584	24,849	26,112	27,376
PHNIII	25,145		26,654	28,163	29,672	31,181	32,689

APPENDIX A (Continued)

THE FOLLOWING MERIT SALARY SCHEDULE  
SHALL BECOME EFFECTIVE WITH THE FIRST  
PAY PERIOD ON OR AFTER JANUARY 1, 1989

I. Employees hired prior to June 12, 1986.

	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
PHNI	22,141	23,229					
PHNII	25,785		27,313	28,842			
PHNIII	31,428		32,796	34,160			

II. Employees hired on or after June 12, 1986.

	<u>BASE</u>	<u>6 MO.</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>	<u>5 YEAR</u>
PHNI	19,897		21,090	22,284	23,477	24,671	25,866
PHNII	22,005		23,324	24,645	25,967	27,287	28,608
PHNIII	26,277		27,853	29,430	31,007	32,584	34,160

MICHIGAN NURSES ASSOCIATION AGREEMENT

APPENDIX B

I

For the following fringe benefits refer to the Oakland County Employee's

Handbook:

1. Injury on the Job
2. Holidays
3. Leave of Absence
4. Death Benefits
5. Longevity
- \*6. Medical and Master Medical Coverage
7. Sick Leave
- \*\*\*8. Retirement
9. Annual Leave
- \*\*10. Income Continuation Coverage
11. Dental Coverage
12. Tuition Reimbursement

\*Commencing January 1, 1989, each employee covered under County provided health care shall contribute \$5.00 by payroll deduction each pay period toward this coverage.

\*\*Commencing January 1, 1989, each employee shall contribute twenty-five (25¢) cents by payroll deduction each pay period toward medical and master medical coverage during long-term disability (LTD). Eligibility for County-provided medical and master medical coverage while on LTD shall be as follows: An employee on LTD will be eligible for County-provided medical and master medical coverage for up to six (6) months from the date of LTD eligibility, provided he/she has applied for and were turned down for Social Security disability and Medicaid and have no other medical and master medical coverage available and providing the employee has not allowed his/her medical and master medical coverage to lapse.

\*\*\*Employees hired on or after January 1, 1989 will not be eligible for County reimbursement of Medicare-Part B coverage.

MILEAGE

Employees required to drive their personal vehicle on official County business shall receive mileage reimbursement in accordance with current Board of Commissioner approved Travel Regulations.

LETTER OF UNDERSTANDING

This agreement entered into this 5<sup>th</sup> day of December 1988 between the County of Oakland, the Oakland County Health Division and the Michigan Nurses Association as follows:

The parties agree that effective with the execution of 1988 - 1989 collective bargaining agreement all employees currently classified as Public Health Program Coordinators shall be entitled to a 1988 wage adjustment equal to 4% annually which shall become effective at the same time and shall be applied in the same manner as to other members of the bargaining unit.

It is further agreed that effective the day following the execution of 1988 - 1989 collective bargaining agreement those employees currently classified as Public Health Program Coordinators shall no longer be represented by the Michigan Nurses Association and shall not be members of the Public Health Nurse bargaining unit.

For the Union,

For the County,

R. Michael Kupstuck

Daniel T. Murphy

Becky R. Clelland RN

Roy Oswald

