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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

COUNTY OF OTTAWA

AND

MICHIGAN NURSES ASSOCIATION AND LOCAL STAFF COUNCIL

January 1, 1994 - December 31, 1996

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Retiree Medical Coverage
Ottawa County Self Participation Wellness Program
Seniority Credit for Part-time Employees A

AGREEMENT BETWEEN
COUNTY OF OTTAWA
AND
MICHIGAN NURSES ASSOCIATION LOCAL STAFF COUNCIL

THIS AGREEMENT is entered into this 3rd day of January, 1994, by and between the MICHIGAN NURSES ASSOCIATION, hereinafter called the "Association" and the LOCAL STAFF COUNCIL, hereinafter called the "Nurses Council", and the OTTAWA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "The Board of Commissioners" or "County".

PURPOSE AND INTENT

The purpose and intent of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Association and Nurses Council and the Board of Commissioners, so as to serve the best interests of the parties and the people of Ottawa County.

The parties recognize that the interests of the community and the job security of the employees depends upon success in establishing proper services for the community.

To the ends the Association and Nurses Council and the Board of Commissioners encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels.

The feminine pronoun, whenever used, includes the masculine pronoun; the masculine pronoun, whenever used, includes the feminine pronoun, and the singular pronoun also includes the plural pronoun unless the context clearly indicates otherwise.

Employer shall mean the Ottawa County Board of Commissioners or their designated representatives representing the People of the County of Ottawa.

ARTICLE I

RECOGNITION

Section 1. Recognition. The Board of Commissioners hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of the registered nurses employed by the Ottawa County Health Department in public health nursing and non-supervisory registered nurses employed in the Ottawa

County Jail, excluding supervisory personnel and all other employees, for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

Section 2. Employees. Persons who are awaiting Michigan registration and who are employed as nurses in the unit described above, either as part-time or provisional employees, or under a temporary permit issued by the Michigan Board of Nursing, shall be included in this unit.

ARTICLE II

ASSOCIATION MEMBERSHIP

Section 1. Voluntary Membership. Any and all employees in the bargaining unit described in Article I shall be free to become members of the Association.

Section 2. Maintenance of Membership. All employees in the bargaining unit represented by the Association who are members of the Association on the effective date of this Agreement, or who become Association members after the effective date but during the term of this Agreement, shall, as a condition of continued employment, maintain such membership for the duration of this Agreement by paying to the Association the regular monthly dues uniformly levied against all members of the Association.

Section 3. Voluntary Dues Check-Off. (a) The County agrees that regular monthly dues of the Michigan Nurses Association will be deducted from the pay of each employee who voluntarily files with the County's Accounting Department a check-off authorization form which has been executed by the employee and which remains in effect. Such amounts shall be promptly remitted to the Michigan Nurses Association, 2310 Jolly Oak Road, Okemos, Michigan 48864, within thirty (30) days after deduction.

(b) The County shall not be liable to the Michigan Nurses Association by reason of the requirements of this section of the Agreement for the remittance or payment of any sum other than actual voluntary dues deductions made from employees wages, to the extent such wages are sufficient to cover such dues after withholding and all other deductions are made.

Section 4. Indemnification. The Association agrees to indemnify and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, suits or other forms of liability arising under or pursuant to the provisions of this Article.

ARTICLE III

MANAGEMENT RIGHTS

The Board of Commissioners retains the right to manage the business of the County Health Department in compliance with effective state statutes, including the right to decide the number and location of departments and divisions, the types and kinds of machines and other equipment, the kinds and numbers of services and the scheduling of such services, to maintain order and efficiency in its departments and divisions, to establish and enforce reasonable rules, to discipline and discharge for just cause, to demote for just cause, to determine layoff, to assign, to transfer and promote employees and to determine the starting and quitting time and number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE IV

ROLE OF THE NURSE

Section 1. Role of Nurse. Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public health nurses participate in the analysis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics, nursing homes, at the jail and other settings. Public health nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of their work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

The public health nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The public health nurse presents the potential of public health nursing's contributions in community program planning and in analysis and treatment of community ills. They lend support and special skills to the total configuration of public health practice.

Section 2. Non-routine Duties. The parties agree that filing, typing and other routine clerical functions are not the routine responsibilities of public health nurses.

Section 3. Employer Support. Employer agrees that it will continue to support the Nurses in their compliance with their professional code and to implement the above definition of functions and

responsibilities with policies and procedures that permit its public health nurses to be fully utilized in providing the best possible public health nursing care.

ARTICLE V

NEGOTIATION PROCEDURE

Section 1. Beginning Negotiations. The parties agree that contract amendments, including economic matters, shall be subject to renegotiation by the parties, starting 90 calendar days before the termination date hereof and attempting to conclude on or before said termination date.

Section 2. Selection of Representatives. In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from outside or within the County employees. It is recognized that no final agreement between the parties may be executed without ratification by the Local Staff Council with the approval of the Michigan Nurses Association and by the Board of Commissioners, but the parties mutually pledge that the representatives selected shall have all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 3. Agreements. Any agreements so negotiated shall apply to all members of the Bargaining Unit and shall be reduced to writing and signed by the authorized representatives of the Association and the Board of Commissioners.

Section 4. Meeting Times. Negotiation meetings shall be alternated between normal working hours and non-working hours. Employees shall be paid for time spent during working hours for the first eight (8) such meetings which occur during working hours. Exceptions to this rule may be made where mutually agreed.

ARTICLE VI

SPECIAL CONFERENCES

Section 1. Purpose. Special Conferences for the improvement of professional working relations, health, safety, and nursing standards will be arranged between the Chairperson of the Nurses Staff Council and the representative selected by Employer upon the request of either party. Such meeting shall be between not more than two (2) members of the Nurses Staff Council and not more than two (2) non-employee representatives for the Association, and the Employer representative(s).

Arrangements for such Special Conferences are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference is requested. Matters to be taken up in special conferences shall be confined to those matters included in the agenda. Conferences shall be held between 9:00 a.m. and 4:00 p.m. Special conference shall be scheduled within ten (10) days after a request for such conference is made, provided that neither party shall call for more than one special conference in any period of one (1) calendar month without the prior agreement of the other.

Section 2. Payment. Members of the Staff Council shall not lose any pay for time spent in such special conferences.

Section 3. Restrictions. It is understood and agreed that these special conferences shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to or detract from the provisions of this Agreement.

Section 4. Information. An informational summary of the Special Conference will be prepared by those in attendance and posted in all Ottawa County Health Department sites.

ARTICLE VII

GRIEVANCE PROCEDURE

A. REPRESENTATION

Section 1. Grievance Committee. The Association shall be represented in the grievance procedure by a Grievance Committee, hereafter referred to as the Grievance Committee, composed of a maximum of two (2) members of the County Health Department Nurses Staff Council, including one (1) Chairperson, who are chosen by the members of the Staff Council.

Section 2. Naming Committee. The Association will furnish the Employer with the names of the membership of this Committee and their alternates.

Section 3. Purpose. The Grievance Committee shall process grievances at all levels of the procedure.

Section 4. Investigation of Grievance. A designated member of the Grievance Committee shall, without loss of time or pay, be permitted to use working hours when necessary for the purpose of investigating grievances which have been filed after appropriate arrangements are made with the supervisor. If the Grievance Committee member is requested by the Employer to handle a grievance or attend a meeting with Employer representatives after the regularly scheduled work day, he/she shall receive compensatory time off at a mutually acceptable time.

Section 5. Pre-meeting Time. On grievances starting with Step One, the Grievance Committee representatives may meet at a place designated by Employer on the County's property for not more than one-half (1/2) hour immediately preceding this meeting with the representative of Employer.

B. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for settlement of disputes as they arise concerning the interpretation or application of this Agreement, without interruption or disturbance of the normal operation of the County Health Department and its services.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of employees in the Bargaining Unit. To this end, both parties encourage an employee having a complaint to first discuss it with the employee's immediate supervisor to try and resolve the matter informally. Both parties agree that proceedings under the Grievance Procedure shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions. (a) "Grievance" shall mean a written complaint by any employee in the Bargaining Unit covered by this Agreement, based upon an event, condition, or circumstance under which the employee works caused by a claimed violation of a provision of this Agreement.

(b) The term "days" shall mean calendar days excluding Saturday, Sunday and the holidays specified in this Agreement.

Section 3. Steps in the Grievance Procedure:

STEP ONE. In the event an employee has a grievance, the employee and a member of the Grievance Committee shall reduce the grievance to writing (using the established grievance form), shall set forth the facts upon which it is based, shall identify the provision(s) of this Agreement alleged to have been violated, shall state the relief requested, and shall be submitted to the employee's Nursing Director and to the County Administrator within seven (7) days of the occurrence of the grievable event. Unless mutually agreed otherwise, the grievant and his or her representative of the Grievance Committee shall meet with the Nursing Director to discuss the grievance. The Nursing Director shall respond to the grievance in writing within seven (7) days after such meeting or within fourteen (14) days after receipt of the grievance, whichever is the later.

STEP TWO. If the grievance is not satisfactorily resolved at Step One and the employee desires to appeal it to Step Two, such written appeal of the grievance shall be presented to the Health Officer and County Administrator five (5) days after the Nursing Director's Step One answer. Unless mutually agreed otherwise, the grievant and

his/her representative of the Grievance Committee and the non-employee representative of Michigan Nurses Association shall meet with the Health Officer to discuss the grievance. The Health Officer shall give a written answer to the grievance within seven (7) days after such meeting or within fourteen (14) days after receipt of the grievance at this step, whichever is the later.

STEP THREE. If the grievance is not satisfactorily resolved at Step Two and the employee desires to appeal it to Step Three, such written appeal of the grievance shall be presented to the County Administrator within five (5) days after the Health Officer's Step Two answer. The grievant and his or her representative of the Grievance Committee and the non-employee representative of the Michigan Nurses Association will be invited to meet with the County Administrator to discuss the grievance. The County Administrator shall give a written answer to the grievance within fifteen (15) days after such meeting or within thirty (30) days after receipt of the grievance, whichever is later.

STEP FOUR. (a) Appeal. Any grievance which is unresolved at Step Three of the Grievance Procedure may be submitted to arbitration, if the case is the type on which an arbitrator is empowered to rule. Arbitration shall be invoked by written notice by the Michigan Nurses Association to the Chairperson of the Personnel and Contract Committee and to the County Administrator, both within sixty (60) days of receipt of the County Administrator's Step Three answer.

(b) Selection of an Arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days after receipt of the written notice requesting arbitration, a selection shall be made in accordance with the arbitrator selection procedures of the State Mediation Service now in effect.

(c) Powers of the Arbitrator. (i) The Arbitrator shall be empowered to hear, investigate and decide a grievance which arises in connection with the interpretation, enforcement and application of the provisions of this Agreement, subject to the limitations stated below. The arbitrator shall have discretion to uphold or rescind disciplinary measures imposed by the County, the determination to depend upon whether or not a breach of this Agreement is involved.

(ii) The Arbitrator shall not have the power to:

- (a) Add to, subtract from, disregard, alter or otherwise modify any provisions of this Agreement;
- (b) Establish or modify any salary rate, classification or plans;
- (c) Rule on any provision of the pension or insurance programs;

(d) Change or alter any policies, rules and/or actions of the County which are not specifically in violation of this Agreement.

(iii) In the event the Arbitrator finds that he/she has no power to rule on the case, the matter shall be referred back to the Grievance Committee and the County Administrator without decision or recommendation. At the arbitration hearing, each party shall have the option of presenting witnesses to matters ruled advisable by the Arbitrator, and such witnesses may be questioned by the Arbitrator or the opposing party.

(d) Decision. The decision of the Arbitrator shall be binding on the Michigan Nurses Association Local Staff Council and on the County.

(e) Fees and Expenses. The fees and expenses of the Arbitrator shall be shared equally by the Association and the County. All other expenses relating to the Arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expenses.

(f) Time Limits. The grievances specified herein must be initiated by the grieving party and must be processed within the time limits provided. Failure to meet these time limits shall result in an automatic and final rejection of the grievance. The parties may extend these time limits by mutual agreement.

ARTICLE VIII

SALARIES

Section 1. Salary Schedule. Salaries for full-time and part-time employees: (a) Registered Nurses in the bargaining unit shall be paid in accordance with the salary schedule attached hereto and made part of this Agreement.

(b) The salary schedule is based upon an eight (8) hour day and a five (5) day week for public health nurses and forty (40) hours per week for jail nurses.

(c) Except as otherwise provided in section (2), (3), and (4), each regularly scheduled Registered Nurse shall be placed on the salary schedule according to the length of his/her employment within a position classification with the County Health Department, except that leaves of absence of more than ninety (90) successive calendar days shall not be counted as time employed for the purpose of computing the step on the salary schedule.

Section 2. Experience Credit. Nurses who have nursing experience may receive, for the purpose of placement in the salary schedule, up to five (5) years credit for the experience when beginning employment with the County. The amount of credit will be determined

by the Employer according to the type of experience (e.g. public health or general nursing), the requirements of the position to be filled, and the budget requirements (e.g. replacement personnel for balance of budget year).

Section 3. Advancement on Salary Schedule. When a Registered Nurse has satisfactorily completed the time period as specified between the salary levels on the salary schedule and his/her hiring date within a classification, he/she may advance to the next level on the salary schedule.

Section 4. Pending Registrants. 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 in the salary schedule as provided herein.

Section 5. Longevity Plan. All full-time and part-time employees who have performed continuous service with the Employer for the number of years set forth below shall be eligible for longevity payments in accordance with the following provisions:

<u>Years of Completed Continuous Service with the Employer as of October 1st of each year</u>	<u>Amount of Payment</u>
8 years	\$150
For each year after 8 years up to thirty (30) years total	\$ 50 additional to a maximum of \$1,750

Longevity payments shall be made annually, in lump sum amount, not later than November 15 of each year. Employees who are absent without pay for more than sixty (60) scheduled work days during the year, October 1st to October 1st, shall receive a pro rata longevity payment based on the ratio of their paid time in relation to full-time equivalents.

ARTICLE IX

WORKING HOURS AND OVERTIME

Section 1. Hours of Work. Except for registered nurses in the Ottawa County Jail, the standard work week of a full-time nurse shall be Monday through Friday from 8:00 a.m. to 5:00 p.m. including a non-paid one (1) hour lunch period, and two (2) fifteen (15) minute rest periods, one in the morning and one in the afternoon, except; however, when the nurse is hired to work other hours than specified within this section or where it is agreed upon in advance upon the hiring of a nurse.

Section 2. Overtime. Time and one-half overtime is to be granted to any Nurse who works over forty (40) hours in one (1) week or on Saturday, Sunday, or Holidays. Time and one-half overtime may not be carried over from one pay period to the next. Each Nurse may choose to offset time and one-half off from regular hours during the pay period if approved by the Employer or receive equivalent pay for the overtime worked within the pay period. All compensatory time and overtime must be approved, and whenever possible in advance, by the Employer. Compensatory time or overtime shall not be construed as such for time increments of less than thirty (30) minutes.

Section 3. Red Alert. In the event that the Chairperson of the Ottawa County Board of Commissioners calls a red alert due to inclement weather and orders all County buildings closed; 1) if called before 8:00 a.m. employees regularly scheduled to work on the day of the alert shall receive a normal day's pay and not be expected to go to work, 2) if called after 8:00 a.m., before 12 noon, those employees who reported to work shall receive a normal day's pay. Those employees who have not reported to work shall be charged 4 hours sick, compensatory, or vacation time, 3) if called after 12 noon those employees who did not report to work shall be charged 8 hours from their accumulated sick, compensatory, or vacation time and those employees regularly scheduled to work who reported shall receive their normal day's pay.

Section 4. Written Record. Each Nurse shall receive a written record of accumulated annual leave days, sick time, overtime and compensatory time semi-annually in the months of July and January. If requested by a Nurse during the interim period of time, the Nurse will be informed verbally of her accumulated annual leave, sick time, overtime and compensatory time. Such requests for this information shall be limited to three (3) per year. Corrections of errors in accumulated time must be made within fifteen (15) months from the date of the error and will not be made until written notice is given to the affected employee.

Section 5. Variances. The Nurses agree to continue to cooperate in adjusting their normal weekly work schedules in order to accommodate special circumstances.

Section 6. Minimum Call-in. Employees "called-in" to work on Saturday or Sunday shall be guaranteed two (2) hours minimum "call-in" pay for said "call-in" (limited to one (1) such payment on any given Saturday or Sunday). Employees "called-in" to work on a designated holiday shall be guaranteed a minimum "call-in" pay of three (3) hours for said "call-in" (limited to one (1) such payment on any given holiday). "Call-in" pay shall be at straight time rate unless the employee's actual time worked for the week would benefit him or her greater under Section 2 of this Article in which case, Section 2 and not the provisions of this Section would be applied. The Jail Nurse shall be on-call twenty-four (24) hours per day, seven (7) days per week unless alternative arrangements are approved by the Employer and made by the Jail Nurse in advance.

Section 7. Car Accident Article. In the event of a car accident occurring while on working time, the nurse involved shall be granted a reasonable amount paid time off as determined by the County (not to exceed eight (8) hours to resolve matters incident to such an accident).

ARTICLE X

DEFINITIONS OF EMPLOYEES

Section 1. Full-time Employees. Nurses scheduled to work at least 40 hours per week shall be considered as full-time employees. A full-time employee shall be entitled to all the benefits under this Agreement except where otherwise indicated.

Section 2. Part-time Employees A: Nurses who are regularly scheduled to work the equivalent of at least sixteen (16) hours per week throughout the calendar year shall be classified as part-time employees. They shall receive pay and benefits as provided for in this Agreement on a pro-rata basis based upon the hours regularly worked in comparison to full-time unless specified otherwise. It is not the intention to change the status (whether pro-rata or not) of current part-time benefits.

Section 3. Part-time Employees B: Registered Nurses who are scheduled for temporary part-time work or regular part-time work less than sixteen (16) hours per week, or temporary full-time work, shall be paid as a full-time nurse, at the beginning step on the salary schedule, in the same job classification, computed on an hourly basis; however, they shall not be entitled to any other benefits as provided for in this Agreement. Temporary part-time and temporary full-time Registered Nurses shall not be hired for a period of more than ninety (90) days duration.

ARTICLE XI

HOLIDAYS

Section 1. Recognized Holidays. The following holidays are recognized for Public Health Nurses of Ottawa County:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving
½ Day before Christmas
Christmas Day - December 25
½ Day before New Year's
Five (5) floating holidays

The following holidays are recognized for Jail Nurses:

New Year's Day - January 1
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - 4th Thursday in November
Day after Thanksgiving
Christmas Day
Six (6) Floating Holidays

Section 2. Holidays Falling on Weekends. (a) Except as provided in (b) below, if any designated holiday recognized in Section 1 of this Article falls on Sunday, it shall be celebrated on the following Monday; and if any such holiday falls on Saturday, it shall be celebrated on the preceding Friday provided, however, that if an employee's regular work week include Saturday work, such employee shall celebrate the holiday on Saturday.

(b) In the event Christmas and New Year's Day holidays fall on a Saturday, such holidays will be celebrated on the Friday preceding the holiday and Christmas Eve and New Year's Eve holidays shall be celebrated on the Thursday preceding the holiday.

Section 3. Eligibility. (a) To be eligible for Holiday pay, a Nurse must have worked the last scheduled work day immediately before and after the Holiday.

(b) When a Holiday falls within a Nurse's vacation period or during an approved leave of absence with pay and she is absent from work because of her vacation or such paid leave, she will be paid for the Holiday and not be paid nor charged for vacation time or such leave on the day of the Holiday. A Nurse on an unpaid leave of absence shall not be paid for any Holiday which occurs during such unpaid leave except as provided for within this Section (c) below. A Part-time Employee A whether or not she is scheduled to work on the day the holiday happens to fall shall receive Holiday pay prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

(c) A Nurse who is on an unpaid leave of absence or layoff at the time a holiday occurs, will be paid for that holiday if her unpaid leave or layoff commenced during the work week immediately prior to or during the week in which the holiday occurs.

(d) Nurses scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to holiday pay.

Section 4. Floating Holiday Scheduling. (a) So far as possible, considering the needs of the Department, "floating" holiday schedules submitted by March 15, will be scheduled at the convenience of the employee. However, the Department Head shall have the right to approve individual "floating" holidays scheduled in accordance with

departmental needs. In case of conflict in the choice of "floating" holiday times, the employee with the longer service will have the first choice of "floating" holiday times.

(b) "Floating" holidays not scheduled by March 15 shall be used within the calendar year by the employee as mutually agreed to with the Department Head.

(c) "Floating" holidays may be used in conjunction with vacation time, i.e. either immediately preceding a scheduled vacation or immediately after a scheduled vacation.

(d) A Part-time Employee A shall receive "floating holiday" pay for the day of the "floating" holiday as used prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

ARTICLE XII

INSURANCE PROGRAMS

Section 1. Hospitalization Insurance. (a) Eligibility: Full-time employees and Part-time Employees: A who are regularly scheduled to work sixteen (16) or more hours per week shall be eligible, in accordance with this Section, to participate in a group hospital/medical program provided through the County covering such employees and their eligible dependents, if dependent coverage is elected. For eligible employees, such coverage shall become effective within sixty (60) days of an employee's hiring date. Such employees may obtain the necessary applications from the Human Resources Department.

(b) Coverage: The group hospital/medical insurance program requires a \$100/\$200 deductible on all basic claims and \$100/\$200 deductible on all major medical for single subscriber/family subscriber.

(c) Effective 1/1/93 Payment: (i) Full-time employees will be required to pay twenty (20) percent of the cost of the group hospital/medical coverage and the Employer pay eighty (80) percent.

(ii) For Part-time Employees A regularly scheduled to work sixteen (16) or more hours per week, the County shall pay eighty (80) percent of that proportion of the cost of employee coverage and eligible dependent coverage (if required) which the number of hours regularly scheduled to be worked by the employee each week bears to forty (40).

(iii) Each employee on their own time may participate in a County sponsored wellness program in lieu of payment of a portion of the required employee percent of the cost of group hospital/medical coverage for the next subsequent year.

(1) Employees who complete a County health/lifestyles risk assessment (including the six (6) month follow-up) will qualify for a reduction equal to one-quarter of the twenty (20) percent co-pay paid by the employee.

(2) Employees who complete the aforementioned health/lifestyles assessment and who participate in and successfully complete a County sanctioned wellness program (e.g. eight (8) week exercise/education program which is maintained through CoreWell) will qualify for a reduction equal to the remaining three-quarters of the twenty percent (20) co-pay paid by the employee.

(3) The County shall pay the full cost of the employees' participation in the health/lifestyles risk assessment.

(4) The employee shall pay twenty dollars (\$20) toward the cost of the eight (8) week exercise/education program. The twenty dollars (\$20) will be reimbursed to the employee based upon successful completion of the program. Successful completion is defined as attendance at a minimum of seventy-five percent (75%) of the scheduled classes. The employer shall be responsible for payment of the remaining portion of the program.

(5) Employees who participate in regular aerobic exercise program on an individual basis may submit a request to the County Administrator to substitute such a program for the program referenced in (2) above. The request must be in writing and detail the type of regular exercise program in which the employee participates and the employee's historical involvement. The request will be reviewed on an individual basis and shall be approved/disapproved at the sole discretion of the County Administrator.

(d) The County shall reserve the right to require a second physician's opinion with certain designated surgical procedures. The second opinion physician shall be of the employee's choosing.

(e) Implement other health plan cost containment features as follows:

(i) Limitations on Substance Abuse Treatment: Pay benefits only upon successful completion of a licensed rehabilitation program, which may be in-patient, out-patient or a combination of the two (2) (in other words, no benefits are payable for courses of treatment that are unfinished). Limit to two (2) treatment programs.

(ii) Sponsored Dependents Exclusion - Typically these individuals would obtain coverage from the following sources:

- A. COBRA,
- B. Medicare disability,
- C. Medicare over 65,
- D. Medicare individual supplements,
- E. BC/BS,
- F. Medicaid.

(iii) Pre-existing conditions limitations: A pre-existing condition is an illness or injury for which you or your dependents received services or supplies within twelve (12) months of your or your dependent's effective date described under "When Coverage Begins". No benefits will be paid for that condition until the earlier of: 1) When services or supplies have not been received for that condition for twelve (12) consecutive months (twelve (12) months treatment free), or 2) When the person with the pre-existing condition has been covered by the plan for twenty-four (24) continuous months.

(iv) Pre-certification and Utilization Review.

(v) Effective 1-1-93: Prescription Drug Rider: Change to four dollar (\$4) Generic Prescription Plan. If generic is available, it will automatically be filled as generic unless the physician orders it differently.

Section 2. Life Insurance. The County shall provide life insurance in the sum of \$15,000 A.D.D. effective the date of hire, to each Nurse who is regularly scheduled to work at least sixteen (16) hours per week.

Section 3. Dental Plan. Basic family dental plan (60/40) without orthodontics and an \$800.00 maximum benefit year. The Employer will pay up to twenty-two (\$22.00) maximum per month for an employee. Any costs above the Employer cost shall be paid by the employee.

Section 4. Optical Coverage. The County shall provide family optical coverage to each regular full-time and regular part-time employee who regularly works sixteen (16) hours per week. The coverage will include exam, prescription lenses and approved frames every two (2) years, contact lenses if non-cosmetic.

Section 5. Short Term Disability Plan. The County will provide a short term disability plan to eligible disabled employees beginning the third consecutive week of a non-duty disability. The plan will provide up to sixty-six (66) percent of an employee's base weekly salary for the actual period of disability between the third week and six (6) months subject to offsets provided by other types of coverage.

Section 6. Long Term Disability Plan. The County shall provide a long term disability insurance plan for eligible non-duty disabled employees who are disabled for periods greater than six (6) months.

Section 7. Insurance Carriers. The County reserves the right to change insurance carriers, both with respect to the group hospitalization and group term life insurance, provided that comparable benefits are provided under any new insurance program.

Section 8. Benefits in Accordance with Policies. All hospital/medical insurance and/or life insurance benefits provided pursuant to this Agreement shall be subject to the terms, provisions and conditions of the applicable policy or policies; and if any such insurance provisions of this Agreement are contrary to or inconsistent with the terms, provisions and/or conditions of the applicable insurance policy or policies, the insurance policy or policies shall control.

Section 9. (a) Continuation/Termination of Insurance Coverage.
(a) The County's contribution towards the cost of the hospital/medical insurance and life insurance benefits provided for eligible employees pursuant to this Agreement shall be subject to continuation and/or termination as follows:

(i) Such contributions will be continued for the first one (1) year of an approved leave of absence due to disability compensable by worker's compensation.

(ii) Such contributions will be continued for so long as an employee is on an approved and fully paid leave of absence.

(iii) Such contributions will be continued during the first twelve (12) weeks of an approved but unpaid medical leave as if the employee had continued to work. If the employee is currently required to pay a portion of the cost of the health plan coverage, he/she must continue to make this payment.

(iv) Such contributions will cease at such time as an employee begins an approved but unpaid personal leave.

(v) Such contributions shall cease on such date as an employee is laid off.

(vi) Such contributions shall only be continued for the periods prescribed above to the extent allowed by the applicable policy or policies of insurance; and such contributions shall not be continued beyond the periods prescribed above.

(vii) Such contributions shall be discontinued immediately upon termination of an employee's employment.

(viii) Such contributions will be continued during unpaid leaves for a newborn or a newly placed child and leaves for the care of a family member but only for an aggregate maximum of twelve (12) weeks in a twelve (12) month period for both forms of leave combined.

(b) If an employee wishes to continue coverage for any period with respect to which the County's obligation does not exist or apply, the employee shall have the sole responsibility for making all the arrangements and payments necessary for the continuance of such coverage at his/her own expense; provided, however, that an employee on an approved leave of absence may make arrangements with the Human Resources Department for continuation of the employee's insurance coverage (at his/her expense) if:

(i) The employee requests such continuation in writing to the Human Resources Department thirty (30) or more days in advance of the date when the employee's payments would be due; and

(ii) The employee makes the required premium payment to the Human Resources Department thirty (30) or more days in advance of the payment's due date; and

(iii) The insurance carrier and policy allow such continuation.

ARTICLE XIII

HEALTH PROGRAM

Section 1. New Employees. (a) Subsequent to an offer of employment, any perspective employee may be required by the County to undergo such medical examination as the County may determine. The offer of employment shall be made contingent upon the results of the medical examination.

(b) The County may also designate the physician or physicians to conduct such medical examination, or (in the County's discretion) may allow the perspective employee to obtain medical examination by a qualified physician or physicians of the employee's choosing.

(c) The County shall pay the full cost of medical examination required by it pursuant to this Section.

Section 2. Current Employees. (a) Where deemed appropriate by the Director of Nursing or Medical Director, a Nurse may be required by the County to undergo such medical examination as the County may determine.

(b) In such instances, the Nurse may choose a qualified physician or physicians to conduct such medical examination. If deemed necessary (in the County's opinion), a Nurse may be required to undergo a second medical examination by a physician or physicians designated by the County.

(c) The County shall pay the full cost of medical examinations required by it pursuant to this Section.

Section 3. Tuberculosis Control. (a) Upon or before employment, the Ottawa County Health Department shall provide pursuant to accepted medical standards a Mantoux 5 TU PPD skin test (or other valid test) unless previous test was positive.

(b) If the test or previous test is positive, an additional test and/or X-rays will be taken as recommended by the Ottawa County Health Department.

(c) When a bargaining unit employee is diagnosed with active tuberculosis, the employer will institute a follow-up procedure.

(d) Current employees shall be tested for tuberculosis at least once every three (3) years.

Section 4. Immunizations. The Employer offers Registered Nurses the opportunity of obtaining the following immunizations free of charge.

(a) Rubella - The employer will offer each bargaining unit employee Rubella test and/or immunization free of charge if needed as determined by current accepted standards.

(b) TD (Tetanus-Diphtheria) - The Employer will offer TD booster if more than ten (10) years (or current accepted standard) since last dose. Employees are required to keep current according to accepted standards.

(c) Influenza Immunization will be offered yearly to bargaining unit employees.

(d) Polio series or booster (if at risk according to accepted standard) will be offered to bargaining unit employees.

(e) Hepatitis B testing and immunization will be offered as necessary to such bargaining unit employees determined at risk by the Employer.

Section 5. Resumption of Services. (a) Any employee or former employee who has been off the County's active payroll or on a leave of absence for a period of six (6) months or more, or for a period shorter than six (6) months if the Employer believes such medical examination may be necessary, may be required by the County, before or upon resumption of services to undergo such medical examination as the County may determine.

(b) The County may also designate the physician or physicians to conduct such medical examination, or (in the County's discretion) may allow the employee or perspective employee to obtain medical examination by a qualified physician or physicians of the employee's choosing.

(c) The County shall pay the full cost of the medical examinations required by it pursuant to this Section.

ARTICLE XIV

VACATIONS

Section 1. Vacation Entitlement. (a) Full-time Employees. Regularly scheduled full-time Nurses' vacation time shall accumulate at the rate of:

<u>YEAR OF SERVICE</u>	<u>RATE OF EARNING</u>
During the first (1st) through the tenth (10th) years	.05769 hours of paid vacation per paid hour of work (15 days)
During the eleventh (11th) year	.06154 hours of paid vacation per paid hour of work (16 days)
During the twelfth (12th) year	.06538 hours of paid vacation per paid hour of work (17 days)
During the thirteenth (13th) year	.06923 hours of paid vacation per paid hour of work (18 days)
During the fourteenth (14th) year	.07308 hours of paid vacation per paid hour of work (19 days)
During the fifteenth (15th) year and subsequent years	.07692 hours of paid vacation per paid hour of work (20 days)

As used in this Section, the term "paid hour of work" shall include all of an employee's paid hours up to but not exceeding 2,080 paid hours per vacation year. (Vacation time to be rounded to the nearest whole hour).

(b) Part-time Employees A. Regularly scheduled part-time Nurses shall be credited with vacation time effective on the employee's anniversary date of hire and shall be equal to their hours worked during the prior year times .05769 computed to the nearest whole hour of vacation time, to be used within the anniversary year approved.

(c) Probationary Employees. No Nurse shall be eligible to take vacation time or receive pay for any vacation time during the probationary period of employment.

Section 2. Scheduling. When possible, considering the needs of the Department, vacations will be scheduled at the convenience of the Nurse. However, the Employer shall have the right to approve individual vacation schedules in accordance with Departmental needs.

Four (4) weeks advanced notice must be given prior to the requested vacation time. In case of conflict individual consideration will be given by the Employer.

Section 3. Payment to Beneficiary. In case of the death of an employee, any unused vacation pay for which she is eligible will be paid to the named beneficiary or, in the absence of such designation, to the employee's estate.

Section 4. Payment. Employees will be paid vacation pay based on their classification at the time of the vacation period.

Section 5. Payment at Termination. Upon termination of employment, an employee shall be compensated for vacation leave for which she is eligible at the current rate of pay received by said employee.

Section 6. Miscellaneous. (a) Vacation Year. For the purposes of this Article, a vacation year is defined for full-time employees as a twelve (12) month period starting with the employee's anniversary date of last employment, and each twelve (12) month period thereafter (anniversary date to anniversary date).

(b) No Accumulation. Employees shall use that vacation time earned during a vacation year prior to the completion of the next subsequent vacation year. Failure to use said vacation time during this time period will result in its loss without payment or compensation of any type or nature. At no time shall an employee's credits exceed twenty (20) days at the beginning of an anniversary year.

(c) Prohibited Advance Use. Paid vacations shall not be granted or allowed in advance (i.e. they may not be taken before they have been earned as herein provided).

ARTICLE XV

RETIREMENT PLAN

Employer will continue to make its required contributions for all Registered Nurses in the Municipal Employees' Retirement System C-1 in accordance with the provisions of the law. Employer shall provide each covered employee, on request, information regarding the Retirement Plan, its benefits and the contributions made to it. Waiver of Section F-55 - Providing for no reduction in pension for those retirants less than 60, but at least 55 years of age, with 25 or more years of credited service. Employer will pay all required contributions for employees.

Effective 1-1-93: Change C-1 to B-1.

ARTICLE XVI

SICK PAY, WORKER'S COMPENSATION

Section 1. Sick Leave. (a) Regular full-time employees shall be credited six (6) paid sick leave days at the beginning of each calendar year. New regular full-time employees shall be credited with a prorated amount.

(b) (i) Regular Part-time Employees A shall be credited with paid sick leave effective January 1 of each calendar year equal to the hours worked by the employee relative to full-time.

(ii) Carryover. At the beginning of each calendar year, up to four (4) days of sick leave from an employees prior year's sick day balance may be added to the annual amount of sick days credited to each employee. In no case shall the total number of sick days exceed ten (10).

(c) Credit. Sick leave may only be used as provided for within this Agreement. A Nurse utilizing sick leave shall provide such proof of the bonafide use of sick leave as may be required by the Employer. Nurses shall be eligible to utilize sick leave upon completion of thirty (30) days of employment. The advance use of future credits for sick leave shall not be permitted. If absence occurs due to illness and no credit exists, the employee is absent without pay.

(d) Request Form. Each Nurse shall be responsible for giving her signed absentee record to the Employer immediately following her return to work.

(e) Illness.

(i) Employee Illness. Paid sick leave may be utilized by an employee in the event of his/her disabling illness or injury, including disability resulting from pregnancy and/or childbirth. If such illness, injury or disability is job related and compensable by worker's compensation, then and in such event, the use of paid sick leave shall be subject to the provisions of Section 2, below pertaining to Worker's Compensation.

(ii) Child/Spouse Care. Employees shall be provided with up to two (2) days per year with pay for "child care" due to illness or injury of employee's children between one (1) month and seventeen (17) years old or spouse care; except, however, the use of such time for spouse care must be approved and such approval shall be at the Employer's sole discretion.

(iii) Critical Family Illness. In extreme medical situations where a member of the employee's "immediate family" as defined in Section 1(g)(i), has been hospitalized and is deemed "critical" by the hospital, the limits on use of the paid sick time credits (as stated in Section 1(e)(ii)) shall be waived until such time as the member of the "immediate family" is no longer deemed "critical" by the hospital. At such time, the employee shall no longer be eligible to use paid sick time credits.

(f) Prolonged Illness or Disability. An employee who has a medically verified disability, to include pregnancy, or who requires serious surgery shall be entitled to a medical leave of absence up to ninety (90) calendar days. Such leave shall commence at any time after the employee's physician has confirmed the medical disability and the employee gives notice to the Employer.

Accumulated sick and annual leave may be utilized prior to the commencement of the medical leave. When the medical leave of absence under this provision is granted for a specific period of not more than ninety (90) calendar days, the employee upon a doctor's approval to return to work shall be entitled, at the termination of such leave, to be reinstated at the same step and level of position the employee held at the time the leave was granted.

Upon the employee's physician's confirmation of the continuing medical disability, an additional leave of absence may be granted up to nine (9) months without pay. Upon approval of the employee's doctor to return to work during this extended leave, the employee at the termination of such leave, shall be entitled, if a vacancy exists, to be reinstated at the same step and level of position the employee held at the time the leave was granted. If no such vacancy exists, the employee shall have the option to return to work in a lower classification where a vacancy exists until such time as the employee can be reinstated to the original classification. Vacation credit, can be reinstated to the original classification. Vacation credit, seniority, pension and sick leave will be frozen during an additional leave after ninety (90) calendar days. Holidays will be paid only while on paid sick leave.

All leaves in excess of ninety (90) calendar days can only be granted by the County Administrator. The County reserves the right to continue the leave to that time originally requested by the employee.

(g) Bereavement Leave. (i) Full-time and Part-time Employees A who have completed their probationary period may be granted up to a total of four (4) work days as bereavement leave with pay in the event of death in the employee's immediate family. As used in this Section the term "immediate family" is defined as including an employee's spouse, child, parent, brother or sister, brother-in-law or sister-in-law, grandparent, aunt, uncle, father-in-law, mother-in-law, grandchild, daughter-in-law, son-in-law or step-children. If used, a Part-time Employee A shall receive for each bereavement day used pay prorated on the basis of the number of hours she normally works in a regular week in comparison to forty (40) hours.

(ii) Paid Bereavement Leave shall not be granted during an employee's paid vacation, on a paid holiday, or during any leave of absence (whether medical or personal).

(h) Funerals. An employee may use one-half ($\frac{1}{2}$) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close friend in a local area, or one (1) day of accumulated paid sick leave or accrued paid vacation to attend the funeral of a close

friend if travel is required outside the local area. The employee shall elect, at the time of the absence, whether to have such absence charged against his/her available sick leave or vacation.

(i) Medical, Dental Appointments. Under extenuating circumstances, sick leave may be used for medical or dental appointments if approved in advance by the Employer. Appointments should be made as much as possible outside of work hours.

(j) Illness During Vacation. If a period of illness lasting more than one (1) day occurs during an annual leave and is reported immediately, a revised request for leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than annual leave.

(k) Annual Leave for Sick Leave. An employee with accumulation of both annual and sick leave may use annual leave as sick leave after exhaustion of her accumulated sick leave.

(l) Sick Bank Elimination: Eligible employees who were employed and had a sick leave balance on December 31, 1986, after exercising a one-time only option of carrying up to four (4) days forward into 1987, shall be credited January 1, 1987, with an account equal to the remaining sick leave balance as of December 31, 1986, times the employee's December 31, 1986 pay rate. This account shall be increased each January thereafter by an interest amount equal to the Ottawa County Treasurer's Office's prior year's average "Return on Investment".

(m) Payment for Sick Leave on Termination. Upon termination of employment under the following circumstances, the sick leave account of eligible employees will be payable as follows:

(i) 100% payment upon death (during course of employment) or retirement (at age and after years of service qualifying for immediate retirement benefits whether on disability or non-disability basis). In the event of death, the payment shall be made to the beneficiary designated by the employee or, in the absence of such designation, to the personal representative of the employee's estate.

(ii) 50% payment upon voluntarily leaving after a minimum of ten (10) years of continuous service.

Section 2. Worker's Compensation. (a) Coverage. The County shall provide coverage for all employees under the Michigan Worker's Compensation Act.

(b) Supplemental Payment. An employee who is injured and draws Worker's Compensation as a result of his/her employment by the County will, in all cases except where the injury is due to gross negligence of the employee, receive from the County a supplemental payment from sick leave credits accumulated by that employee equal to the difference between the weekly Worker's Compensation received and

normal take home pay. Accumulated sick leave shall be reduced in the proportion the supplemental payment bears to the employee's regular pay. These supplementary payments will be made weekly for time actually lost until accumulated sick leave credits are exhausted or Worker's Compensation is terminated whichever occurs first.

ARTICLE XVII

LEAVES OF ABSENCE

Section 1. Personal Leave. (a) Personal leaves of absence for up to ninety (90) calendar days, without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of looking for, seeking or securing work elsewhere, may be granted by the Department Head upon written application by an employee. If a personal leave is granted, it shall be granted in writing to the employee within thirty (30) days of submitting to the Department Head, shall specify the reason for which it is granted, shall specify the beginning and ending dates of the leave, and shall be signed by both the employee's Department Head and by the County Administrator.

(b) When a personal leave of absence under this provision is granted for a specific period of not more than ninety (90) calendar days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.

(c) When a personal leave is granted for a period of more than ninety (90) calendar days, the employee's position will not automatically be held open for him/her. The employee shall be re-employed after return from leave, if and when employment is available, at the same level at which there may then be an opening until such time as the employee can be reinstated to the original classification.

(d) The employee agrees when leave is granted to keep the Employer informed of any change in the status or condition that caused the employee to request the leave.

(e) Vacation time, accumulation of sick leave, or other employee benefits shall not accumulate or be paid during leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave.

Section 2. Military Leave of Absence. Application for military service leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's departure. An employee on military service leave shall retain any unused sick leave or vacation time accrual, and rights under such provisions shall be governed by applicable Federal and State laws.

Section 3. Educational Leave. (a) Upon written application, a Nurse may be granted a leave of absence to pursue a full-time educational program in the nursing field for up to two (2) years without loss of employment status.

(b) A Nurse who successfully pursues an educational program for which the educational leave was granted shall, upon her return to employment, be given those privileges to return to work described under Personal Leaves above. This shall include the privilege of filling a vacancy in a higher classification for which the Nurse is then qualified.

Section 4. Leaves for Association Business. Nurses elected to Association positions or selected by the Association to do work which takes them from their employment with the County for a lengthy period of time (generally more than thirty (30) calendar days), shall receive temporary leaves of absence, pursuant to the provisions hereof for Personal Leaves. One (1) member of the Association, employed in the bargaining unit and elected to a State Council or National Convention, shall be allowed normal working hours time off without loss of pay or status, to attend one such convention provided at least thirty (30) calendar days written notice is given to the Employer. All expenses incurred as a result of such attendance shall be the responsibility of the Nurse.

Section 5. Leave for Newborn Child or Newly Placed Child and Leave for the Care of a Family Member. The following provisions shall apply to leaves for a Newborn or Newly Placed Child and leaves for Care of a Family Member.

(a) Leave for Newborn or Newly Placed Child Defined: A leave for newborn or newly placed child is defined as an unpaid leave of absence which, at the time is requested is to be used by the employee for the birth and/or care of a child or the placement of a child with the employee for adoption or foster care.

(b) Leave for the Care of a Family Member Defined: A leave for the care of a family member is defined as an unpaid leave of absence, which at the time it is requested is to be used by the employee to care for a spouse, son, daughter, or parent of the employee if the spouse, son, daughter, or parent has a serious health condition.

(c) Eligibility for Leaves of Absence for a Newborn or Newly Placed Child and for the Care of a Family Member. In order to qualify for a leave for a Newborn or Newly Placed Child or leave for the care of a family member the employee must meet all of the following conditions:

1. The employee must have worked for the County at least twelve (12) months or fifty-two (52) weeks. The twelve (12) months, or fifty-two (52) weeks need not have been consecutive. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

2. Employees who have been employed by the County more than one (1) year must have worked at least 1250 hours during the twelve (12) month period immediately before the date when the leave would begin. Eligible employees working less than 1250

hours will be eligible for six (6) weeks of leave per twelve (12) month period for a newborn or newly placed child and for the care of a family member.

(d) The twelve (12) month period shall be a rolling twelve (12) month period measured backward from the date the employee uses any form of leave described in Section 5. (a) and (b) above.

(e) Applications for leaves for a newborn or newly placed child or for the care of a family member shall be made on forms provided by the County, shall state the reason for the leave, shall specify the proposed beginning and ending dates of the requested leave of absence, and shall be signed by the employee. The application and all other required documentation, once completed, shall be submitted to the County for review.

(f) If a leave for a newborn or newly placed child or for the care of a family member is granted, it shall be granted in writing, shall specify the reason for which it is granted, shall specify the beginning and ending date of leave, and shall be signed by both the employee's Department Head and by the County Administrator.

(g) The granting or denial of any leave for a newborn or newly placed child or for the care of a family member in any given case shall not constitute any practice or precedent whatsoever with respect to any other case.

(h) Upon expiration of an approved leave for a newborn or newly placed child or for the care of a family member the employee shall be returned to the same position he/she held at the time the leave commenced or to an equivalent position. If upon termination of a leave for a newborn or newly placed child or for the care of a family member an employee refuses an equivalent position, the employee shall be deemed terminated and shall have no further right to re-employment with the County.

(i) An employee on a leave for a newborn or newly placed child or for the care of a family member may request that the leave be terminated and that he/she be returned to work prior to the specified expiration date of the leave; provided, however, that the County shall have sole discretion in determining whether or not to allow early termination of the leave.

(j) An employee on a leave for a newborn or newly placed child or for the care of a family member shall keep the County apprised of any relevant changes in his or her condition and/or circumstances, and the County may in its discretion periodically require the employee to verify the continued reason and need for such leave. Failure of an employee to do so, shall be grounds for termination or revocation of the leave.

(k) When an employee plans to take leave for a newborn or newly placed child or for the care of a family member, the employee must give the County thirty (30) days notice. If a thirty (30) day notice is not

possible, the employee must give as much notice as practicable. If an employee fails to provide thirty (30) days notice for foreseeable leave, the leave requested may be denied until at least thirty (30) days from the date the County receives notice.

(l) Intermittent Leave or a Reduced Work Schedule. Employee may take leave for a newborn or newly placed child or for the care of family member in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year), or under certain circumstances may use the leave to reduce the work week or work day, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) weeks over a twelve (12) month period in the aggregate. The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule. For the birth, adoption or foster care of a child, the County and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child.

(m) Vacation time, accumulation of sick leave, or other employee benefits shall not accumulate or be paid during leaves of absence of this nature; however, all benefits shall be frozen during the time of the leave.

(n) Leaves of absence including medical leaves, and leaves covered under the Family and Medical Leave Act shall not exceed when combined twelve (12) weeks in a twelve (12) month period without specific approval from the County Administrator.

ARTICLE XVIII

PROMOTIONS & EVALUATIONS

Section 1. Consideration. Consideration for promotion to new positions and vacancies shall be given to qualified Nurses already on staff. Ability, qualifications and length of service shall be factors for consideration. A Nurse who applies but is not selected shall, upon request, be informed of the reason(s) why. The final decision shall rest with the County Administrator subject to the grievance procedure in the event a by-passed employee believes that decision is arbitrary or demonstrates favoritism based on extraneous circumstances. Length of service is defined as the length of continuous service as a County Nurse.

Section 2. Filling Vacancy or New Position. (a) Posting. To implement the above policy, the Employer will, whenever a vacancy exists or a newly created position is to be established within the bargaining unit, post on the Department's bulletin board, for a minimum of five (5) working days, a notice of such vacancy or newly created

position. Any Registered Nurse who is interested may file a written application with the Human Resources Department within the posting period.

(b) Temporary Filling. The County may fill a vacancy or new position on a temporary basis during the time necessary to fill the job on a regular basis.

(c) Step Placement. A promoted employee shall be placed on the lowest salary step (based on the current salary schedule) of his/her new classification which will afford the employee a pay raise of at least two-hundred and fifty dollars (\$250.00). For purposes of this paragraph, the term "pay raise" shall mean an increase in the employee's annualized earnings in his/her new classification, as compared with what the employee's annualized earnings would have been in the old classification, when projected over the twelve (12) month period following the promotion.

(d) Trial Period. (i) An employee who successfully bids upon a job vacancy or new position shall be subject to a sixty (60) day trial period to determine his or her ability to successfully and satisfactorily perform the job. If, at any time during the trial period, the County determines that the employee is not successfully or satisfactorily performing the job, the County shall send the employee back to his/her former classification and rate of pay without loss of seniority.

(ii) If during the first thirty (30) days in the new position, and if requested, the employee may return to his or her former position without loss of seniority in the former position. In such event, the County, in its sole discretion, may waive the posting requirement for again filling the job vacancy or new position.

Section 3. Evaluations:

(a) The purpose of evaluation is to assess employee performance. A nurse's performance will be evaluated at least annually and shall be evaluated during the probationary period. Normally, the evaluation shall be performed by the employee's immediate supervisor. The Employer's evaluation of the nurse's performance shall be in writing, and shall be discussed with the nurse. The nurse and supervisor shall sign the evaluation, and a copy shall be given to the nurse at the time of the discussion.

(b) A nurse who disagrees with the evaluation has the right to place written comments concerning the evaluation in the employee personnel file.

(c) If the individual nurse requests it, the Nursing Director shall meet with the nurse and the nurse's supervisor to review the evaluation.

(d) Recommendations for improvement will be cited on the evaluation form for less than satisfactory evaluations. Such evaluations will result in a subsequent evaluation within a reasonable period of time.

ARTICLE XIX

PROFESSIONAL MEETINGS

Employees who desire to attend a meeting, workshop or seminar which is likely to improve their competency may submit requests to attend to the Employer. If the Employer determines attendance at such meeting is in the best interest of the County, the Employer shall approve such request. The County shall grant necessary normal working hours time off without loss of pay for attending meetings so approved and may also provide for reimbursement of necessary out of pocket expenses incurred in such attendance within the limits established by County policy.

ARTICLE XX

EDUCATIONAL COURSES

Section 1. (a) Request. Any Public Health Nurse employed by the County, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Employer agrees would aid in the practice and performance of services to the County and will contribute to professional growth of the employee, may submit in advance of commencing such course or courses, a letter of application to the Employer for reimbursement of the cost of tuition.

(b) The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content.

Section 2. Reimbursement. If the application is approved and upon proof of satisfactory completion of the course or courses, the Nurse shall be reimbursed for the designated expenses within sixty (60) days. The Employee must be on the Employer's payroll in good standing at the time the refund is made.

ARTICLE XXI

USE OF FACILITIES

Section 1. Use of Facilities. The Association may use County rooms available outside normal business hours for Association meetings, with the prior consent of the Employer and the Building Superintendent.

Section 2. Use of Bulletin Board. 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 an occupational interest. Notices shall be submitted in advance to the County Administrator and the Association shall be responsible for policing its own notices and keeping the posting current.

ARTICLE XXII

JURY DUTY, COURT TIME

Section 1. Jury Duty. (a) An employee who is called for jury duty shall notify the Employer immediately upon receiving notice of such call.

(b) If an employee serves on jury duty during days normally scheduled for work, the County will provide a jury duty pay supplement to make up the difference between the jury duty earnings and his/her normal weekly pay check upon presentation of a written statement of jury earnings from the proper Court officials.

(c) Time spent on jury duty during regular work hours shall be considered as time worked.

Section 2. Court Time. (a) If an employee is called as a witness in a judicial proceeding for reasons in connection with his or her County employment, such employee shall:

1. Receive leave with pay for such attendance.
2. Receive compensatory time off for such court time when it occurs during hours when he or she is not scheduled for work.

ARTICLE XXIII

VISITS BY ASSOCIATION

Representatives of the Michigan Nurses Association may visit the Nurses they represent for the purpose of representing such Nurses in the grievance or special conference procedures, at reasonable times during working hours, provided that there is no interference with nursing duties. Arrangements for such meetings should be made in advance with an Employer representative.

ARTICLE XXIV

UNIFORMS

Each full-time Registered Nurse who is required to wear a uniform shall be reimbursed up to \$300 per year after providing proof of purchase for the same for the amount of reimbursement requested. Part-time Employees A: who work less than full-time (including Part-time Employees B: regularly scheduled less than 16 hours) who are required to wear a uniform shall be reimbursed in an amount proportionately equal to that of a full-time Nurse based upon the actual hours paid to the less than full-time Nurse in comparison to that of a full-time Nurse for the year. The County shall reimburse the employee within the pay cycle following submission of the proof of purchase.

ARTICLE XXV

VALIDITY

The parties recognize that this Agreement is subject to the constitutions and laws of the United States and the State of Michigan. If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXVI

NO STRIKE -- NO LOCKOUT

Section 1. It is recognized that the needs for proper service to the Public by County Employees are of paramount importance and that there will be no interference with such service.

Section 2. Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Association, and the members of same covered by this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with County services.

Section 3. The County shall have the right to discipline or discharge any employee participating in any such interferences, and the Association agrees not to oppose such action. It is understood, however, that an employee shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

Section 4. The County will not lock out any employees during the term of this Agreement.

Section 5. Neither the M.N.A. or the Local District Nurses Association, nor any of their officers, agents or representatives, shall be liable to the County in any action at law for damages arising out of any interruption of the Health Department's operations which are in violation of the provisions of this Article if, immediately upon receipt of notice from the County of such interruption by employees, the Association publicly states such action is a violation of this Agreement and orders such employees to discontinue such action.

ARTICLE XXVII

MILEAGE

Section 1. Mileage Reimbursement. (a) Employees who are required by the County to use their personal vehicle in the conduct of County business, shall be reimbursed in accordance with the County's prevailing mileage reimbursement rate. Employees shall comply with such mileage reimbursement procedures as the County may require.

(b) Mileage Reimbursement Rate. Effective 6/1/85: The prevailing mileage reimbursement rate of the County shall be \$0.29 per mile.

Section 2. Minimum Mileage Guarantee. A Nurse may elect to receive a minimum mileage guarantee of \$2.50 for each day the Nurse is required to drive his/her car for County work in lieu of that reimbursement provided for under Section 1 of this Article. To be eligible for minimum mileage, the Nurse must have driven his/her own car for County work at least one (1) mile during a given day.

ARTICLE XXVIII

SENIORITY

Section 1. Seniority. (a) There shall be two (2) types or categories of seniority, as follows:

(i) Classification seniority shall be an employee's continuous length of service in his/her current classification since date of last hiring to that classification (RN, CHNI, Jail Nurse, CHNII, Nurse Practitioner).

(ii) Unit (for bargaining unit) seniority shall be an employee's continuous length of service in the bargaining unit since date of last entry into the bargaining unit.

(b) Seniority shall entitle an employee only to those benefits as are expressly provided in this Agreement.

(c) Seniority shall be applied as specified in connection with the provisions of this Agreement, i.e. the Agreement shall specify the type or category of seniority applicable to those portions of the Agreement where seniority is/or may be a factor.

(d) A regular full-time or regular Part-Time Employee A will have no seniority until completion of the probationary period. At that time, upon successful completion of the probationary period, the employee will be placed on the seniority list as of the employee's last date of hire.

(e) Seniority shall continue to accumulate during:

(i) Paid leaves of absence; and

(ii) Unpaid leaves of absence or consecutive unpaid leaves of absence of less than one-hundred eighty (180) days total duration; but seniority shall be retained without further accumulation during layoffs of any duration, or during unpaid leaves of absence or consecutive unpaid leaves of absence of one-hundred and eighty (180) days or more.

Section 2. Probationary Employees. Each bargaining unit employee shall be considered a probationary employee (and shall have no seniority) until such employee shall have been employed by the County and have worked in the bargaining unit for a continuous period of six (6) months following his/her last date of hire in the bargaining unit. On successful completion of the probationary period, an employee's bargaining unit seniority shall be as of the employee's last date of hire in the bargaining unit. During the probationary period, an employee may be laid off or terminated by the County at any time without regard to the provisions of this Agreement and without recourse to the grievance procedure.

Section 3. Seniority List. A unit seniority list shall be prepared by the County and a copy provided to Michigan Nurses Association. It shall be revised from time to time by the County. Disputes, if any, regarding seniority lists shall be resolved on the basis of the County's official records.

Section 4. Loss of Seniority. Seniority shall be lost and the employment relationship shall end under any of the following conditions:

(a) The employee resigns or quits;

(b) The employee is discharged and is not reinstated;

(c) The employee retires;

(d) The employee has been on layoff for a period of time equal to his/her bargaining unit seniority at the time of his/her layoff or twelve (12) months, whichever is less;

(e) The employee is on a leave of absence for illness, injury or disability (paid or unpaid) for a period of one (1) year; provided, however, that if the illness, injury or disability (whether paid or unpaid) is job related and compensable by Worker's Compensation, then in such event, seniority shall be lost and the employment relationship shall end upon expiration of an absence of two (2) years;

(f) The employee is absent from work, including the failure to return to work at the expiration of any approved leave of absence, vacation or layoff, for three (3) consecutive working days without notifying the County and making mutually acceptable arrangements for the employee's return to work.

ARTICLE XXIX

LAYOFF PROCEDURE

Section 1. Layoff. Layoff shall mean the separation of an employee from the active work force due to a reduction in the work force by the County for any reason determined by the County. When the size of work is to be reduced through a layoff of employees of the County, the following procedure will be utilized:

(a) The County shall determine the classifications to be affected, including the number of positions in classifications to be eliminated or reduced.

(b) Upon determination of the classifications to be affected, and the number of positions within each such classification to be eliminated or reduced, the County shall implement such layoffs as follows:

(i) Temporary and probationary employees in the classifications affected shall be laid off first, provided that the remaining employees in the classification have the necessary training, experience and qualifications as determined by the County, to perform the required work.

(ii) Additional layoffs within the classification affected shall be administered in the inverse order of the employee's classification seniority (i.e. employees with the least classification seniority in the department and classification affected shall be laid off first), provided that all remaining employees in the classification and department have the necessary training, experience and qualifications, as determined by the County, to perform the required work.

Section 2. Bumping Upon Layoff. Bumping of one employee by another employee, in connection with layoffs pursuant to this Article, shall only be permitted subject to and in accordance with the following terms and conditions:

(a) Bumping between classifications within a department shall be permitted, subject to the following terms and conditions:

(i) A laid off employee may only bump, if at all, into an equal or lower paid classification; and

(ii) An employee may bump into a classification only if he/she has all the necessary training, experience and qualifications, as determined by the County, to perform the work of the new classification; and

(iii) An employee may not bump an employee having equal or greater unit seniority, regardless of classification.

(b) Employees having and exercising bumping privileges pursuant to this Section shall continue to accrue seniority in their regular classification, and not in the classification into which they have bumped, unless such transfer becomes permanent. When and if the transfer becomes permanent, the employee shall be credited with classification seniority in the new classification retroactive to the date of bumping, (at such time the employee's accrued seniority in his former classification shall be reduced by the same amount).

(c) An employee who is eligible to exercise bumping privileges in accordance with the provisions of this Section may exercise such privileges, if at all, only if he/she does so in writing within 48 hours to the Director of Nursing of being notified of a layoff.

Section 3. Recall. (a) Employees who are laid off from a classification, as provided in Section I above, and who have not lost seniority pursuant to Article XXIX, shall have recall rights (in the inverse order of their layoff) as vacancies occur or positions are reinstated in the classification and department from which they were laid off, provided such employees still have the physical and mental capacity to perform the required work. Employees having exercised bumping privileges, as provided in Section II above, shall similarly be eligible for recall to their former classification at such time as vacancies occur or positions are reinstated in their former classifications, provided such employees still have the necessary experience, training and qualifications, as determined by the County, to perform the required work.

(b) Notices of recall shall be sent by registered or certified mail to the recalled employee's last known address, according to the records of the County, and shall allow a minimum of seven (7) calendar days between the date of mailing and the date scheduled for the employee's return to work. A recalled employee who does not report for work on the designated return date, or who has indicated that she no longer desires to be employed by the County, shall lose all further recall rights.

ARTICLE XXX TERMINATION POLICY

Nurses desiring to resign from the employment of the County shall give two (2) weeks notice of their intent to resign to the Employer. When possible a four (4) week written notification should be given to the Employer to facilitate filling of vacancies created. Nurses desiring to retire from employment with the County shall, when possible, give ninety (90) calendar days written notice of the intent to retire to both the Employer and the County Human Resources Department.

ARTICLE XXXI
DEFERRED COMPENSATION

The Employer will provide a twenty percent (20%) match on employee contributions into one of the County's deferred compensation plans up to a five hundred dollar (\$500) maximum annual Employer contribution.

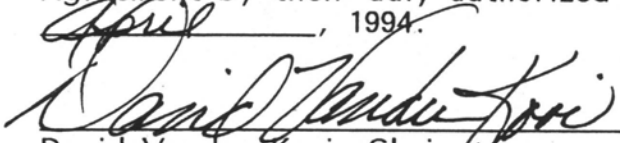
ARTICLE XXXII

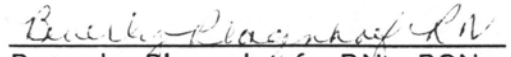
TERM OF AGREEMENT

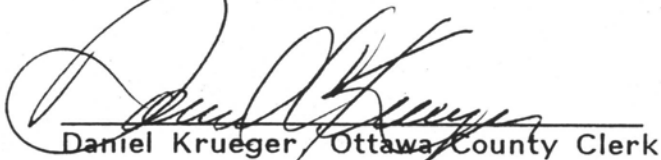
Section 1. This Agreement shall be in effect January 1, 1994, and shall continue in effect through December 31, 1996.

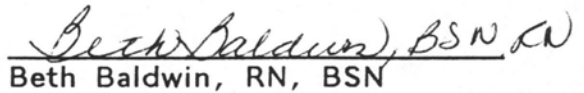
Section 2. Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement without changing any other terms of the Agreement. This Agreement states the entire agreement between the parties and during its term neither shall require the other to engage in further bargaining on any subject whether mentioned herein or not. This Agreement shall be binding upon the parties hereto and their successors for Employer and the Association.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their duly authorized representatives this the 14th day of April, 1994.

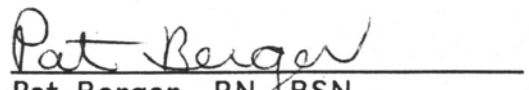

David Vander Kooi, Chairperson
Ottawa County Board of Commissioners


Beverly Blagenhoef, RN, BSN


Daniel Krueger, Ottawa County Clerk


Beth Baldwin, RN, BSN


Nancy Bate, RN


Pat Berger, RN, BSN
Michigan Nurses Association
Labor Relations Representative

APPENDIX "A"

SALARY SCHEDULE

- I. For the year 1994, effective January 1, 1994, through December 31, 1994, the Salary Schedule for 1994 shall provide for a five percent (5%) increase.
- II. For the year 1995, increase by the Consumer Price Index percentage used for the Headlee calculation; or if lost revenues are not replaced, no wage increase, reopen wages, discuss lay-offs. In addition, discuss other issues as mutually agreed to.
- III. For the year 1996, same as 1995.

STEPS

<u>1/1/94 POSITION</u>	<u>"A" Start</u>	<u>"B" 6 Month</u>	<u>"C" 1 Year</u>	<u>"D" 2 Year</u>	<u>"E" 3 Year</u>	<u>"F" 4 Year</u>	<u>"G" 5 Year</u>	<u>"H" 7 Year</u>
Registered Nurse	26,155 12.5748	26,403 12.6939	27,282 13.1164	28,788 13.8404	30,300 14.5677	30,842 14.8282	31,291 15.0438	31,442 15.1164
Community Nurse I	27,172 13.0637	27,885 13.4066	28,666 13.7821	30,363 14.5679	31,867 15.3210	32,425 15.5894	32,896 15.8154	33,045 15.8874
Community Nurse II	29,592 14.2272	30,300 14.5674	31,347 15.0711	33,034 15.8820	34,714 16.6898	35,305 16.9737	35,804 17.2139	35,955 17.2864
Jail Nurse	29,592 14.2272	30,300 14.5674	31,347 15.0711	33,034 15.8820	34,714 16.6898	35,305 16.9737	35,804 17.2139	35,955 17.2864
Nurse Practitioner	35,502 17.0687	36,994 17.7859	38,486 18.5031	39,978 19.2203	41,470 19.9375	42,961 20.6547	44,453 21.3719	45,945 22.0891

LETTER OF UNDERSTANDING

JOB SHARING

Section 1. Introduction. Job-Sharing is by definition having two (2) persons jointly share the responsibilities of one position. This proposal is the result of requests from previous and current Ottawa County Health Department employees for part-time positions. This proposal is intended to present a basic plan. Each request for job-sharing will include specific details regarding division of responsibilities and will be approved or denied on an individual basis. Final decisions shall be made by the employer and shall not be precedent setting or grievable.

Section 2. Basic Concepts. (a) Eligibility to request job-sharing requires:

(i) The employee who requests job-sharing must have completed the probationary period and one year of service following probation.

(ii) Positions will be evaluated and identified as to appropriateness and conditions for job-sharing by the employer after receiving input from staff.

(iii) Employees can request job-sharing from these positions identified as eligible.

(b) Employee(s) desiring to job-share will present their request in writing and state their reasons for the request.

(c) Positions will be shared by two (2) individuals who meet the qualifications for the job classification.

(d) Individual benefits will be according to the Agreement.

(e) If one (1) member of the job-sharing team leaves or is absent for an extended period of time, the remaining member is expected to cover the position responsibilities identified by their supervisor until the other job-sharing member returns or is replaced. This is not to exceed ninety (90) days. In event one (1) member of the team resigns and that position cannot be satisfactorily filled, the position will revert back to a single position and the remaining job-sharing team member must assume position responsibilities.

(f) Thirty (30) minutes out of twenty (20) hours will be allowed for overlap conferences.

(g) The issue of work space will be addressed in individual proposals.

(h) Meeting Attendance.

- (i) Meetings will be attended on scheduled work time only.
- (ii) Any exception to the above will be at supervisor request only.
- (iii) Total time reimbursed for a job-sharing position will not exceed the budgeted amount.

LETTER OF UNDERSTANDING

RETIREE MEDICAL COVERAGE

The County shall allow employees to be carried on the medical coverage of the County plan pursuant to the Ottawa County Board of Commissioners approved motions of November 13, 1979.

LETTER OF UNDERSTANDING

OTTAWA COUNTY SELF PARTICIPATION WELLNESS PROGRAM

Guidelines

Employees who participate in self-disciplined health style programs on an individual basis shall submit a request to the Human Resources Department to substitute such program for the required defined Wellness Programs as defined by the County.

Below is a partial list of programs which fit the basic requirements of the County. This list is not all inclusive of the types of programs which may be allowed and is designed to act as a guideline:

- Cessation of smoking
- Weight loss by physicians approval or by a nationally recognized program (Weight Watchers, Diet Center, etc.)
- Lowering of cholesterol level
- Physical exercise on a regular extended time period
- Discontinue use of alcoholic beverages (AA attendance)
- Attendance on a regular basis at health education classes offered by agencies such as hospitals, adult education centers, YMCA

The following may be submitted as evidence of attendances, completion, or continuous use of such programs:

- Doctors certificate, or statements
- Statements from fellow workers (running/walking on lunch hour)
- Personal statements from the employee
- Certificates from any of the organizations named above
- Follow-up results from the required physicals by county.

After evaluating each request on an individual basis, the Director of Human Resources shall make the final determination if the program shall be allowed.

LETTER OF UNDERSTANDING

SENIORITY CREDIT FOR PART-TIME EMPLOYEES A

A regularly scheduled part-time nurse hired prior to January 1, 1992, who has been regularly scheduled to work at least sixteen hours per week, will be given seniority credit to the last date of hire for the purpose of placement on the salary schedule.

The following represents a list of Part-time A employees hired prior to January 1, 1991, including their last date of hire:

<u>NAME OF EMPLOYEE</u>	<u>DATE OF HIRE</u>
Kathy Menner	May 1, 1989
Charlotte Nienhuis	May 10, 1988
Elisabeth McNeil	February 21, 1990
Debbie Muyskens	April 10, 1991
Pamela Landheer	May 29, 1991
Kathy Buma	March 3, 1992