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AGREEMENT

between

MICHIGAN NURSES ASSOCIATION

and its affiliate

UNIT III

(NURSING DIRECTORS)

and

COUNTY OF WAYNE, MICHIGAN

Wayne County (Health Care)

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AGREEMENT

The County of Wayne, Michigan, hereinafter referred to as the "Employer", and the Michigan Nurses Association, hereinafter referred to individually and collectively as the "Association", agree as follows:

PURPOSE AND INTENT

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

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and the Association's success in rendering proper services to the public.

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

The parties recognize that the Employer is legally and morally obligated to guarantee to all citizens a fair and equal opportunity for employment and to these ends agree that no person shall be denied employment, or membership in the Association, nor in any way be discriminated against in the terms and conditions of employment because of sex, age, race, color, creed, national origin, or political or religious beliefs.

ARTICLE I - RECOGNITION

Section 1.

Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, the Employer does hereby recognize the Association as the exclusive representative for the purpose of collective bargaining with respect to pay, wages, hours of employment, and other conditions of employment for a unit of Registered Nurses holding the position or acting in the position of Director of Nursing Services or Assistant Director of Nursing Services, excluding all other persons, in the following health facilities owned and operated by the Employer as hereinafter enumerated:

- Director of Nursing Service - General
- Director of Nursing Service - Project MIC-PRESCAD
- Director of Nursing Service - Respiratory Disease
- Public Health Nursing Director

Assistant Director of Nursing Education, General Hospital
Assistant Director of Nursing Service - General Hospital
Assistant Director of Nursing Service - Project MIC-PRESCAD
Assistant Public Health Nursing Director

ARTICLE II - ASSOCIATION SECURITY

Section 1.

To the extent that the laws of the State of Michigan permit, it is agreed that:

- A. Employees covered by this Agreement who are not members of the Association at the time it becomes effective and who have been employed for a period of thirty (30) days, who do not make application for membership in the Association within thirty (30) days after the effective date of this Agreement, shall commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association a service charge in an amount equal to the regular monthly dues as a contribution toward the administration of this Agreement. The provisions of this section shall also apply to part time, temporary, and seasonal employees as defined in Article I, Section 3, provided that said employees shall not be required to comply until completion of ninety (90) days of employment.
- B. Employees covered by this Agreement who are not members of the Association at the time it becomes effective and who have been employed for less than thirty (30) days, and employees hired, rehired, or transferred into the bargaining unit after the effective date of this Agreement, who do not make application for membership in the Association within thirty (30) days after completion of thirty (30) days of service, shall commencing with the first bi-weekly payroll period thereafter and for the duration of this Agreement, pay to the Association the service charge defined in (A) above. The provisions of this section shall apply to all employees as defined in Article 1, Section 3, provided that said employees shall not be required to comply until completion of ninety (90) days.

Section 2.

Failure to comply with the provisions of this Article, Section 1, shall be cause for the discharge of the employee.

Section 3.

No employee shall be terminated under this Article except as provided below:

- A. The Association has first notified the Department Head in writing concerning the delinquency of the employee in not tendering the dues or service charge required under this Article, with a copy to the employee and the Department of Personnel/Human Resources requesting the Department Head to terminate said employee for such non-compliance. The copy to the employee shall be sent by registered mail, return receipt requested.
- B. Upon receipt of such notice from the Association, the Department Head shall, within (5) five working days, notify the employee that unless there is immediate compliance the employee will be terminated not later than the end of the next pay period following such notice of non-compliance to the employee by the Department Head.
- C. The employee shall then be terminated unless the employee can produce evidence of compliance.

ARTICLE III - PAYMENT OF ASSOCIATION DUES

Section 1.

During the life of this agreement and to the extent the laws of the State of Michigan permit, the Employer agrees to deduct Association Membership dues, and/or any other fees levied in accordance with the Constitution and By-Laws of the Association, from the pay of each employee who executes or has executed an "Authorization for Association Deduction" form. Such dues and/or fees, must be tendered by payroll deduction.

Section 2.

Deductions shall be made only in accordance with the provisions of said "Authorization of Association Deduction" form.

Section 3.

A properly executed copy of such "Authorization for Association Deduction" form for each employee for whom Association Membership dues and/or fees, are to be deducted shall be delivered to the Employer before any payroll deductions are made. Any "Authorization for Association Deduction" forms which are incomplete or in error will be returned promptly to the Association's Financial Secretary by the Employer.

Section 4.

Deductions for each calendar month shall be remitted to the designated financial officer, with a listing of employees for whom said deductions were made within fifteen (15) days after date of deduction.

Section 5.

The Employer shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE IV - PAYMENT OF SERVICE CHARGE

Section 1.

Employees who do not make application for membership in the Association as outlined in Article II shall tender the monthly service charge by signing the "Authorization for Deduction of Service Charge" form.

Section 2.

Upon notification by the Association to the Employer that the employee has elected not to make application for membership in the Association, the employee shall be directed by the Employer to sign an "Authorization for Deduction of Service Charge" form, and be informed of the provisions of the Agreement relating to non-compliance.

Section 3.

Deductions for each calendar month shall be remitted to the designated financial officer, with a listing of employees for whom said deductions were made, within fifteen (15) days after date of deduction.

Section 4.

The Employer shall not be liable to the Association by reason of the requirements of this Article for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

The Association will defend, indemnify and save harmless the Employer from any and all claims, demands, suits and other liability by reason of action taken or not taken by the Employer for the purpose of complying with this Article.

ARTICLE V - REPRESENTATION

Section 1.

In the event a difference should arise between the Employer and the Association which would adversely affect the purpose and intent of this Agreement, the parties shall act in good faith to promptly resolve such differences in accordance with the following procedures:

Section 2. -

Whenever a member of the bargaining unit believes that a cause exists on any matter adversely affecting a condition of employment with the Employer, and that any provision of this Agreement has not been properly interpreted or applied, the procedure hereinafter provided shall be followed; except that this procedure shall not prejudice nor deny any right of an employee under any other legally constituted agency of government:

Step 1

- a. The Association and the Department Head, or designated representative, shall first attempt to resolve the matter to the mutual satisfaction of the parties.
- b. In the event the matter is not resolved within five (5) standard working days from the date of first discussion under (a) above, the Association shall reduce its grievance to writing and submit it to the Department Head. The Department Head shall respond to the Association within ten (10) standard working days of receiving the written grievance.

Step 2

If the matter remains unresolved as provided in Step 1, the Association shall submit the written grievance, along with copies of previous responses, within five (5) standard working days of the Step 1 answer to the Director of the Office of Health and Community Services or designee.

The Director shall make a written response within fifteen (15) standard working days.

Step 3

If the matter remains unresolved as provided in Step 2, the Association shall submit the written grievance, along with copies of previous responses, within five (5) standard working days of the Step 2 answer to the Director of Personnel/Human Resources or designee.

The Director shall make a written response within fifteen (15) standard working days.

It is understood between the parties that any of the time limits may be extended by mutual agreement.

Section 3.

Any unresolved grievance which relates to the interpretation, application or enforcement of any specific Article and Section of this Agreement, or any written supplementary agreement, and which has been fully processed through the last step of the grievance procedure as herein provided, may be submitted to arbitration in strict accordance with the following:

1. Arbitration shall be invoked by written notice to the other party of intention to arbitrate. If the parties are unable to agree upon an arbitrator within seven (7) days of such notice, the party desiring arbitration shall refer the matter to the American Arbitration Association for the selection of an impartial arbitrator and determination of the dispute in accordance with all applicable rules of the American Arbitration Association.
2. The Arbitrator shall limit his decision strictly to the interpretation, application or enforcement of this Agreement and he shall be without power and authority to make any decision:
 - A. Contrary to, or inconsistent with, or modifying or varying in any way the terms of this Agreement.
 - B. Granting any wage increases or decreases.
 - C. Granting any right or relief for any period of time whatsoever prior to the execution date of this Agreement.
3. The Arbitrator shall be without authority to require the Employer to delegate, alienate or relinquish any powers, duties, responsibilities, obligations or discretions which by State Law or State Constitution the Employee cannot delegate, alienate or relinquish.
4. No settlement at any stage of the grievance procedure, except an arbitration decision, shall be a precedent in any arbitration and shall not be admissible in evidence in any future arbitration proceeding.
5. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any compensation received for temporary employment obtained subsequent to his removal from the County payroll.
6. The decision of the Arbitrator in a case shall not require a retroactive wage adjustment in another case except by express agreement of the parties.

7. There shall be no appeal from the Arbitrator's decision, if made in accordance with his jurisdiction and authority under this Agreement. The Arbitrator's decision shall be final and binding on the Employer, on the employee or employees, and on the Association.
8. In the event a case is appealed to an Arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendations on the merits of the case.
9. The expenses of the Arbitrator shall be shared equally by the parties. Any additional arbitration expenses shall be determined and assessed by the Arbitrator. The aggrieved and his local representative shall not lose pay for time off the job while attending the arbitration proceedings.

ARTICLE VI - ECONOMIC PROVISIONS

Part 1 - Comparability

- A. For the General Hospital classification of Nursing Director and Assistant Nursing Director, the local job market shall be defined as:

University of Michigan
Detroit Osteopathic
Pontiac General
Doctors Hospital
P.C.H.A. (People's Community Hospital Authority)
St. Mary's (Livonia)
Wyandotte General
Detroit Receiving
Mercy, Port Huron

Effective December 1, 1983, the Hospital classifications shall be placed as follows:

Nursing Director	CGS 28
Assistant Nursing Director	CGS 22

On December 1, 1984 and again on December 1, 1985, the parties agree to reopen the wage section of this Agreement to make adjustments based on the market comparison model.

- B. Public Health classifications, effective December 1, 1983 shall be placed as follows:

Assistant Nursing Director	
MIC-PRESCAD	CGS 20
Nursing Director MIC-PRESCAD	CGS 22

Public Health Nursing Director	CGS 24
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On December 1, 1984 and again on December 1, 1985, the parties agree to reopen the wage section of this Agreement to make adjustments based on the market comparison model.

- C. Salaries shall be adjusted on the first pay period which occurs 30 days after ratification. Retroactive pay shall be paid 60 days after ratification.
- D. Employees who become members of the bargaining unit shall be placed on the step in the new classification next highest to their present salary if they are current County employees.

Section 2.

- A. The first four (4) steps on the plan shall be annual steps; the range shall be steps 2 through 6 on the standard County Graded Salary Plan.
- B. Advancement on the steps requires a satisfactory performance evaluation in the last rating period. An unsatisfactory rating shall be subject to the grievance procedure but not to the arbitration process.
- C. For employees below the maximum step on a grade (at the same time a regular step is granted, a merit step may be granted for a rating of superior performance. Once a merit step is granted, an employee shall be governed by the step guidelines applicable to the new higher step.
- D. For employees at the maximum step and at the sole discretion of the Employer, an employee may be granted an annual bonus for exemplary service during any one calendar year equal to one or two standard steps. Such bonus amounts must be supported by a superior performance evaluation and create no entitlement to future bonuses.

Part 2 - Cost of Living

Cost of Living allowances at the May 9, 1983 rate shall be paid for all hours paid from May 10, 1983 through November 30, 1983. Payment shall be made 30 days after ratification. No future C.O.L.A. shall be earned.

Part 3 - County Graded Salary Plan

Section 1.

A. All members of the bargaining unit shall be placed in the steps of the County Graded Salary Plan and shall be governed by its terms and conditions.

B. Conversion to County Government Service Plan

Employees of record as of December 1, 1983, shall be converted to the County Graded Salary Plan on the following grades and steps:

	<u>Grade</u>	<u>Step</u>	<u>Next Step</u>
Nursing Director - MIC-PRESCAD	22	4	10-6-84
Public Health Nursing Director	24	6	MAX
Nursing Director - Hospital	28	6	MAX

C. However, for the period from December 1, 1983 until the fifth step is granted, the Nursing Director - MIC-PRESCAD shall be paid at a rate of \$33,500.

Part 4 - Longevity

Longevity payments terminate on December 31, 1983.

Part 5 - Mileage Allowance

Employees required to use their private vehicles in the performance of assigned duties shall be paid for actual trip mileage incurred each month as established by their regular work location at the rate of .25¢ per mile.

Trip mileage payment as herein provided shall not include payment for home to work or return mileage; and procedures for payment of such mileage allowance shall be determined and administered by the Department of Management and Budget.

ARTICLE VII - ANNUAL LEAVE

Final decision as to whether any employee may take annual leave shall rest with the Department Head, but no employee shall be required to work more than two years without an annual leave.

The above provisions shall be subject to the following limitations:

On November 1st of each year, an employee shall be paid for all excess annual leave over and above 20 days, provided that upon special request, an employee may set aside 20 additional days for the upcoming year.

For the excess on November 1, 1983, payment shall be made within 30 days of the completion with county-wide audit of sick and annual leave banks.

ARTICLE VIII - SICK LEAVE

- A. All sick leave earned on or before November 30, 1983 shall be paid to members of the bargaining unit within 30 days of completion of a county-wide audit of sick/annual leave banks. Payment shall be at 75% of its December 1, 1983 value. Payment shall be eligible for inclusion in a member's final average compensation if it occurs during one of the five best years.
- B. Beginning December 1, 1983, members of the bargaining unit may take up to sixty (60) days of sick leave during any five year period. Members may be required to provide evidence to an appropriate management representative that the sick time was utilized properly.
- C. Beginning December 1, 1983, members of the bargaining unit shall be covered by a long-term disability income protection policy which pays a member 60% of gross salary up to \$2,000 per month. A member qualifies for this protection after sixty (60) calendar days of illness or disability. The member receives benefits under the terms and conditions of the policy. Members may add to the benefits provided by paying the additional premium.

ARTICLE IX - RETIREMENT

Section 1 Changes to Current System

- A. All employees who have twenty (20) years of credited service in the retirement system as of December 31, 1983, may elect to accept early retirement regardless of age, provided said election is made on or before November 30, 1983.
- B. Effective December 1, 1983, members of the current retirement system shall be required to make contributions to the system in accordance with the following schedule:

0-8 Years of Credited Service	6.0% of Total Compensation
9-12 Years of Credited Service	4.0% of Total Compensation
13-16 Years of Credited Service	3.0% of Total Compensation
16 Plus Years of Credited Service	2.0% of Total Compensation
- C. Purchase of Additional Service Credits
 - 1) A member of the bargaining unit may purchase up to three (3) years of additional retirement service credits within sixty (60) days of the member's 17th anniversary in County service. Purchase of credited service shall be at the full actuarial cost at the time of purchase (both employer/employee share).

Purchase shall be in one month units. Twelve (12) months must be purchased in order to claim a full year of credited service.

- 2) Members of this bargaining unit who have already reached their 17th anniversary in County service may purchase additional years of credited service up to the maximum within sixty (60) days of the signing of this Agreement.
- D. The "current" system is that system defined in the Wayne County Retirement Ordinance as amended through August 20, 1981.

Section 2. Vested Employees

A member of the current retirement system who has vested pension benefits may exercise one of the following options:

- A. Remain in the current pension system;
- B. Transfer to the new pension system (See Section 5 below). Upon election of such transfer, the employee shall be credited with the same number of years and months of credited service in the new system that the member had in the current system; receive a refund of the members accumulated contributions including regular interest; and receive a payment of a bonus from the reserve for Employer's contributions equal to 50% of the members accumulated contributions including regular interest. Any portion of the above distribution may be paid in accordance with the applicable provisions of the Internal Revenue Code.
- C. May withdraw accumulated contributions including regular interest from the system and relinquish all vested benefits and receive a bonus matching payment of \$2.00 for each \$1.00 contributed to a defined contribution retirement savings plan qualified by the Internal Revenue Service for a period of years and months equal to the years and months of retirement credited service before withdrawal.

The bonus matching payments shall be in addition to the regular matching payment of \$4.00 for each \$1.00 the employee contributes. Contributions to a defined contribution plan shall be at least 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or \$7,500, whichever is less.

- D. May freeze vested benefits in either the new or the current retirement system and opt for Employer's match of contributions to a defined contribution retirement savings plan. The Employer will contribute \$4.00 for every \$1.00 contributed by the employee. Contributions to a defined contribution retirement savings plan shall be at least 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or \$7,500, whichever is less.

Section 3. Non-Vested Employees

An employee who is not vested in a retirement system may elect any one of the following options:

- A. Continue in the current system if a member on or before October 31, 1983;
- B. Withdraw member's accumulated contributions including regular interest from the retirement system and elect to receive matching payments into a defined contribution plan.

For each dollar the employee contributes to a qualified defined contribution plan, the employer will contribute \$4.00. Contributions shall be a minimum of 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or \$7,500, whichever is less.

An employee who elects to transfer from the current system to a defined contribution plan shall receive a bonus matching payment of \$2.00 for each \$1.00 contributed for a period of years and months equal to the years and months of retirement credited service before withdrawal. Such bonus payments shall be in addition to the standard match of \$4.00 for each \$1.00.

An employee with less than three (3) years of total County service who voluntarily terminates employment shall be permitted to withdraw only the employee's contribution from the defined contribution plan, plus accumulated interest.

After three (3) years of total County service or upon involuntary termination of employment, the employee shall be permitted to withdraw both employee and Employer contributions, plus accumulated interest.

- C. The employee may transfer benefits from the current retirement system to the new retirement system (See Section 5 below). Upon election of such transfer, the employee shall be credited with the same number of years and months of credited service in the new system that the member had in the current system; receive a refund of the members accumulated contributions including regular interest; and receive a payment of a bonus from the reserve for Employer's contributions equal to 50% of the members accumulated contributions including regular interest. Any portion of the above distribution may be paid in accordance with the applicable provisions of the Internal Revenue Code.

Section 4. New Employees

An employee hired on or after November 1, 1983, shall be eligible for either the new retirement system (Section 5 below), or matching payments into a defined contribution plan.

For each dollar the employee contributes to a qualified defined contribution plan, the employer will contribute \$4.00. Contributions shall be a minimum of 1% of base salary and shall be matched up to a maximum of 2.5% of base salary or \$7,500, whichever is less.

Once the employee has opted for the defined contribution plan, that employee may not opt for the Section 5 retirement system.

Section 5. New Retirement System

Eligibility	Age 55 w/25 years of service credits Age 60 w/20 years of service credits Age 65 w/8 years of service credits
Service Credits	1 year equals 2080 regular hours
Amount	1.0% of A.F.C. times years of service for first twenty (20) years. 1.25% of A.F.C. times years of service over twenty (20) years.
Average Final Compensation	Average of five (5) highest years of compensation while a member of the system. Compensation does not include the lump sum payouts of sick or annual leave.
Vesting	After eight (8) years.
Duty/Non-Duty Disability	After vesting; however, the Employer reserves the right to limit payments from the retirement system through use of proceeds from the long-term disability policy.
Members Contribution	None.

Section 6. General Provisions

- A. Once an employee has elected to withdraw from the current retirement system, that employee may not return.

Once an employee has elected to withdraw from the new retirement system, that employee may not return.

Once the employee has opted for the defined contribution retirement savings plan, that employee may not opt for either retirement system.

- B. Each employee shall participate in one of the defined benefit or defined contribution options. While the method of providing for retirement savings is optional, a retirement savings plan is mandatory.
- C. Employees electing the defined contribution options are required to make a minimum contribution equal to 1% of base salary and not to exceed 2.5% of base salary.
- D. "Retirement" for employees who have elected the defined contribution option shall mean leaving county service after having met the age and mean service requirements specified in the new retirement system (Section 5 above) namely:

Age 55 with 25 years of service

Age 60 with 20 years of service

Age 65 with 8 years of service

with one year of service equal to 2080 hours. Employees who "retire" under a defined contribution plan shall be eligible for the same continuing insurance benefits as are provided to persons who retire under one of the defined benefit plans.

- E. The Internal Revenue Code requires that the "present value" of employees pension benefits be preserved whenever a pension plan is changed. "Present value" of a pension is the amount of reserves necessary to pay the currently earned pension when it comes due in the future. For those electing to "freeze" benefits under Section 2D, the preservation of "present value" is automatic.

For those electing to transfer under Sections 2B and 3C, on the date of the transfer, the present value of the withdrawn contributions, the 50% bonus and the pension benefits in the new system shall be at least equal to the "present value" of the earned pension in the current retirement system.

For those electing the bonus matching options under Section 2C and 3B, on the date of transfer, the present value of the withdrawn contributions and of the bonus matching payments shall be at least equal to the present value of the earned pension in the current retirement system.

- F. The present value of the survivors' benefits at the point of electing an option shall be preserved.

For those electing to freeze benefits under Section 2D, the survivor's benefit shall also be frozen.

For those electing to transfer under Sections 2B and 3B, the value of the survivor's benefit in the new retirement system plus the amount of the withdrawn contributions and the 50% bonus shall be at least equal to the present value of the survivor's benefit in the current retirement system.

- G. Persons transferring from the current pension system to the new pension system or the defined contribution plan shall be governed by the duty and non-duty disability provisions of the new system.

The Employer retains the right to place an employee into non-duty disability status under the same terms and conditions as now apply to the current retirement system whether the person is in the new retirement system or in the defined contribution plan.

ARTICLE X - HOLIDAYS

Section 1.

- A. Employees within the bargaining unit shall be entitled to time off with pay on the following holidays:

Holiday

New Year's Day

Martin Luther King's Birthday

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

All State and National
General Election Days

Three swing holidays (in lieu of Lincoln's Birthday, Washington's Birthday and the employee's birthday to be celebrated at the Employer's option.

Section 2

On or before January 15 of each year, the Employer will publish the date that each holiday will be celebrated.

Section 3

Holidays occurring within a period of annual leave or sick leave shall not be counted as work days in computing such leave.

Section 4

Full-time employees required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day or Christmas Day shall be paid at the rate of two hundred percent (200%) for all hours worked in addition to their regular pay for the holiday.

Section 5

Full-time employees required to work on any holiday other than those enumerated in Section 4 above shall be paid at the rate of one hundred and twenty-five percent (125%) pay for the holiday.

ARTICLE XI - MANUAL OF PERSONNEL PROCEDURES

The provisions governing rates of compensation, working hours, and other conditions of employment for employees covered by this Agreement, heretofore known as the Rules and Regulations of the Civil Service Commission, shall be designated by this Agreement as the "Manual of Personnel Procedures".

Any modification of the provisions contained in the Manual of Personnel Procedures during the term of this Agreement shall be the subject of good faith bargaining between the Employer and the Association and no modification, deletion, or change shall be effected unless by mutual agreement of the parties.

All other provisions of the Manual of Personnel Procedures shall apply where not in conflict with or changed by the terms of this Agreement, except

that no sick leave credit shall be granted in any anniversary month in which the employee has less than eighteen (18) paid days of service.

However, work weeks may be shortened under Rule 12, Section 3, no more than 15 days during the life of this Agreement.

ARTICLE XII - EMPLOYEES SAVINGS CLAUSE

All fringe benefits and privileges including, but not limited to pensions, longevity pay, hospitalization insurance, life insurance, annual leave, sick leave, and holidays not changed or covered in this Agreement that are now being received by the employees shall remain in full force and effect. In the event any existing fringe benefit is improved or any new fringe benefit is established by the Employer, which is generally applied to all other County employees on a uniform basis, such benefits shall be extended to all employees in this bargaining unit.

ARTICLE XIII - PROFESSIONAL MEETINGS

With the approval of the Department Head, a member of the bargaining unit may be given time off without loss of pay to attend a recognized professional meeting, seminar, workshop, conference, convention, etc., and shall be reimbursed expenses for transportation, registration fees, meals and hotel accommodations.

ARTICLE XIV - INSURANCE PROGRAMS

Section 1. Health Insurance

- A. The Employer shall continue to pay the full premium for hospital-medical insurance for each full-time-permanent employee within this bargaining unit and their legal dependents. The Insurance provided shall be Blue Cross/Blue Shield (MVF II - Ward Service), with prescription rider, \$2.00 deductible, Health Alliance Plan, or a comparable plan. The Employer shall pay each employee who elects a Health Maintenance Organization (HMO) fifty percent (50%) of the County's savings when the HMO's cost is compared to Blue Cross/Blue Shield standard coverage.
- B. The Employer shall continue to pay the full premium for a basic optical program for full family with bifocal selection: Kryptok or D-Seg 22 mm, or equivalent.
- C. The Employer shall continue to pay the full premium for Blue Cross/Blue Shield Master Medical Insurance for each employee in this bargaining unit.
- D. The Employer shall continue to pay the full premium for the Equitable Life Insurance Dental Plan for each employee in this bargaining unit.

- E. The Employer shall approach Blue Cross/Blue Shield and seek agreement for the term of this contract to limit rate increases which affect members of the Association or retirees to no more than the rise in the Detroit Consumer Price Index.

If no agreement can be reached within ninety (90) days of the signing of this contract, the Employer shall request that the Association select between the following options:

- (1) Dropping Blue Cross/Blue Shield as an insurance carrier.
- (2) Requiring that members of the bargaining unit pay 50% of any increase up to \$250 per year. Payment of future increase shares shall be in addition to shares from the previous years.

The Association shall select between the options within thirty (30) days of the Employer's request.

Section 2. Life Insurance

- A. The Employer shall continue to pay the full premium for \$10,000 of group life insurance for each full-time permanent employee within the bargaining unit.
- B. Supplemental life insurance is available under a group plan at the option of the employee.

Section 3 Definition

"Full-time" employees for purposes of Sections 1 and 2 above shall mean an employee who is hired to perform at least thirty-two (32) hours of work per week.

Section 4. Continuation

Whenever employees are on an approved leave of absence because of illness and have exhausted all of their accumulated sick leave, the Employer shall continue to pay the full cost of hospital-medical insurance and basic life insurance as provided by the Employer for a period not to exceed six (6) months following termination of sick leave pay; provided, however, the employee shall have four (4) continuous years of service.

Section 5. Worker's Compensation

- A. Workers' Disability Compensation Act currently provides a mandatory seven (7) day waiting period before compensation payments commence. To minimize financial loss during this time period, if available, an employee shall be permitted to draw upon accumulated sick and annual leave respectively. If sufficient sick/annual leave does not exist, the employee must request a leave of absence without pay.

- B. When Workers' Compensation payments commence, unused sick/annual leave may be used (at the employee's option) to supplement compensation payments. Under no circumstances shall the combined income sources exceed one hundred percent (100%) of the employee's weekly after tax wages.
- C. If the employees' incapacity extends for a period which causes compensation to revert to the date of injury, and if the employee used sick and/or annual leave during the "waiting week", the Employer shall secure the employee's endorsement of the compensation check, for the "waiting week" only, and credit the employee's leave bank with the appropriate amount of time charged to sick and/or annual leave during the waiting week.

Section 6. Unemployment Insurance

The Employer shall be an Employing Unit under the terms of the Michigan Employment Security Act in the regular manner prescribed by the Michigan Employment Security Commission.

The Employer shall furnish employees with copies of the Michigan Employment Security Commission Form UC 1711 on separation from employment.

ARTICLE XV - THE ROLE OF DIRECTORS AND ASSISTANT DIRECTORS OF NURSING SERVICES

Section 1

The parties recognize that the health of the community depends in part upon the nursing care provided by Employer and employees, and that to provide such care, Nursing Directors and Assistant Directors must be responsible for establishing and maintaining nursing standards and for the direct and indirect care of patients. It is understood that Nursing Directors and Assistant Directors shall have the right to manage the nursing services and to direct their affairs, operations and services subject only to the control of higher administrative authorities.

Section 2.

The parties agree that the Directors and Assistant Directors must and shall have authority commensurate with their responsibilities for directing the work of the professional, auxiliary, and other nursing personnel who are assigned to nursing units to perform various tasks which are part of total nursing care.

ARTICLE XVI - WITHHOLDING OF SERVICES

Section 1.

It is recognized that patient care and uninterrupted professional nursing services are the mutual concern of the parties to this Agreement, and that an adequate procedure has been provided by this Agreement for the orderly settlement of any complaint or dispute which may arise between any one or more of the employees in the bargaining unit covered by this Agreement, or the Association, its representatives, and the Employer.

Section 2.

Accordingly, it is agreed that neither the Association nor its members, officers, representatives or committees will cause, call, engage in, encourage or condone, and the officers of the Association will take affirmative action to preclude or terminate any slowdown, including but not limited to any concerted refusal to work for, any concerted absenteeism from work or from employment with, the Employer.

ARTICLE XVII - MANAGEMENT RIGHTS

The Employer shall have and possess the exclusive right to manage its agencies, departments and offices and to direct its affairs, operations, and the services of its employees, except where not in conflict with or changed by the provisions of this Agreement.

ARTICLE XVIII - SEVERABILITY CLAUSE

Should any court, board or agency rule that any part or parts of this contract are void or of no effect, the remaining parts of the contract shall continue to be binding on the parties. This clause is made without prejudice to any of the parties hereto and is not an admission by any of the parties. It shall not be used in any litigation involving the aforesaid parties.

ARTICLE XIX - DURATION OF AGREEMENT

The provisions of this Agreement shall become effective December 1, 1983 with automatic renewal from year to year thereafter unless either party shall give written notice of intent to terminate or modify the Agreement not less than sixty (60) days prior to November 30, 1986.

If such notice is given, this Agreement shall be open to modification.

There shall be wage reopeners using the marketability survey as a model for consideration in December, 1984 and December, 1985.

Elizabeth Pogue
Elizabeth Bogue
Staff Representative
Michigan Nurses Association

William Lucas
William Lucas
Wayne County Executive
Date 8/9/84

Bertha Cr.
Bertha Cr.
President - Unit III
Michigan Nurses Association
Date 6/6/84

3234
4-26-84

LETTER OF AGREEMENT

between

UNIT III OF MICHIGAN NURSES ASSOCIATION
and the
COUNTY OF WAYNE

RETIREMENT:

Section 1.

- A. 1. All employees who have twenty (20) years of credited service in the retirement system as of December 31, 1983, may elect to accept early retirement regardless of age, provided said election is made on or before November 30, 1983. The employee making this election will have the option of withdrawing her letter of retirement anytime through December 31, 1983, without the consent of the Employer. It is understood that the benefits paid shall be normal retirement benefits as provided for in the County Retirement Ordinance.
2. However, if the Employer determines that the services of an employee are valuable to the County and that loss of such service without adequate time for training will work a hardship, the Employer may delay early retirement for up to eighteen (18) months or a lesser time if mutually agreeable.
3. If the Employer exercises the option of delaying early retirement under A(2) above, the employee shall be granted, for the period of the delay, one (1) additional pay step.
- B. Effective December 1, 1983, members of the current retirement system shall be required to make contributions to the system in accordance with the following schedule:

0-8 years of credited service	6.0% of Total Compensation
8-12 years of credited service	4.0% of Total Compensation
12-16 years of credited service	3.0% of Total Compensation
16 Plus years of credited service	2.0% of Total Compensation

C. Purchase of Additional Service Credits

1. A member of the bargaining unit may purchase up to three (3) years of additional retirement service credits within sixty (60) days of the member's 17th anniversary in County service. Purchase of credited service shall be at the full actuarial cost at the time of purchase (both Employer/employee share). Purchase shall be in one month units. Twelve (12) months must be purchased in order to claim a full year of credited service.

2. Members of this bargaining unit who have already reached their 17th anniversary in County service may purchase additional years of credited service up to the maximum within sixty (60) days of the signing of this Agreement.

LONGEVITY

Longevity payments shall end on December 31, 1983.

Sick and annual leave accruals will be based upon salary rates yet to be negotiated.

MICHIGAN NURSES ASSOCIATION

COUNTY OF WAYNE

Bertha Crossley RN
Bertha Crossley, RN
Chairperson, Unit III MNA

William Lucas
William Lucas, County Executive

Dated: November 30, 1983