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Kalamazoo County

A G R E E M E N T

COUNTY OF KALAMAZOO

-and-

MICHIGAN HEALTH CARE ASSOCIATES/1199M,
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES,
AFL-CIO

Dated: January 23, 1989

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University



AGREEMENT - COUNTY OF KALAMAZOO -and- MICHIGAN HEALTH CARE
ASSOCIATES/1199M, NATIONAL UNION OF HOSPITAL AND HEALTH CARE
EMPLOYEES, AFL-CIO

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Dated: January 23, 1989

A G R E E M E N T

Section 1: This Agreement entered into as of January 23, 1989, by and between the COUNTY OF KALAMAZOO, herein termed "Employer" and MICHIGAN HEALTH CARE ASSOCIATES/1199M, National Union of Hospital and Health Care Employees, AFL-CIO, herein termed "Union", and its affiliates the Kalamazoo County Public Health Professional Registered Nurses Council.

WITNESSETH:

Section 2: The general purpose of this Agreement is to set forth the rates of pay, hours of work and other conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE I - RECOGNITION

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representative for all registered professional nurses and nurse practitioners employed in the Prevention Bureau and the Health Protection Bureau of the Kalamazoo County Human Services Department, excluding all Directors, Program Managers, Supervisors, and all other employees employed by the Kalamazoo County Human Services Department.

Section 2: The Employer and the Union recognize that neither shall discriminate against any employee because of race, color, creed, age, sex, nationality, marital status, or political belief, nor shall the Employer, nor its agents, nor the Union, its agents nor members discriminate against any employee because of membership or non-membership in the Union nor against any employee because of participation or refusal to participate in Union activity permissible under this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

Section 1: The Union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, all rights to manage, direct and supervise the operations of the Human Services Department and the employees are vested solely and exclusively in the Employer.

ARTICLE III - AGENCY SHOP

Section 1: All full-time Professional Registered Nurses, including temporary permit nurses, and all regular part-time Professional Registered Nurses covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective shall be required as a condition of continued employment to become members of the Union on or before the thirty-first (31st) day following such effective date.

Employees, hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become and remain members of the Union on or before the thirty-first (31st) day after the beginning of their employment or reemployment in the bargaining unit.

An employee who shall tender the periodic dues uniformly required as a condition of membership in the Union shall be deemed to have met the requirements of membership in the Union.

Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect, which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment. Such employee is required, in lieu of periodic dues and the initiation fee, to pay sums equal to such dues and initiation fee to a non-religious, charitable fund exempt from taxes as under Section 501(c), Internal Revenue Code, as chosen by the Employee from such list of funds.

Section 1.1: Monthly, in writing, the Employer will furnish the Union with a list of unit employees who have within the previous month been hired and/or terminated. No employee shall be terminated under this Article unless:

- (a) The Union has notified her by letter addressed to her address last known to the Union as furnished by the Employer, spelling out that she is delinquent in not tendering periodic dues required, and specifying the current amount of such delinquency, and warning her that unless such dues, but none other, are tendered within ten (10) calendar days, she will be reported to the Employer for termination from employment as provided for herein; and,

- (b) The Union has furnished the Employer with written proof that the foregoing procedure has been followed or has supplied the Employer with a copy of the notice to the employee and notice that the employee has not complied with such request.
- (c) The Union shall on the effective date of this Agreement and within thirty (30) days of the start of each Union fiscal year thereafter, give written notification to the Employer of the amount of dues which are to be deducted. The deduction amounts for these dues shall not be subject to change during the entire fiscal year except one (1) mid-year adjustment upon the Union providing thirty (30) days notice to change.

Section 1.2: The Employer will deduct from the pay of each employee covered by this Agreement all current and uniform Union membership dues provided that at the time of such deduction there is in the possession of the Employer a current written assignment, executed by the employee, in the form and according to the terms of the Authorization Form set forth below.

All sums deducted by the Employer shall be remitted directly to the Union at 45559 Van Dyke, Utica, Michigan 48087.

Section 1.3: The Union agrees to indemnify and save the Employer harmless against any and all claims, suits, and other forms of liability that may arise out of or by reason of action taken by it in reliance upon any such individual authorization or by reason of the Employer's compliance with the provisions of this Section.

ARTICLE IV - REPRESENTATION

Section 1: Registered Nurses covered by the Agreement shall be represented by a committee, composed of four nurses. The members of the Committee will be seniority employees, and the manner of their selection shall be determined by the local Staff Council. Alternates must also be seniority employees who are selected for each member of the Committee. The local Staff Council will furnish the Employer, in writing, the nurses' names who are members of the Committee and their alternates and also inform the Employer of any changes.

Section 2: Except as specifically provided in this Agreement, employees and committee members shall not engage in Union activities during working hours. Members of the Union bargaining team shall not suffer a loss of pay during collective bargaining negotiations with representatives of the Employer.

Section 3: It is understood that either party hereto may request a Nursing Care Conference for the discussion of important matters other than grievances. The arrangement for such a conference shall be made within seven (7) regularly scheduled working days after receipt of request, at a mutually satisfactory time between the Union and the Employer. The conference shall be held within fifteen (15) regularly scheduled working days after request of either party subject to the following conditions:

- (a) Such meetings shall be held not more frequently than once each calendar month, unless otherwise mutually agreed upon by the parties hereto.
- (b) Such meetings shall be between the members of the Union committee assigned to the Bureau, the appropriate Bureau Director and such other representatives as the parties may designate.
- (c) One (1) week in advance of the Nursing Care Conference, the requesting party shall submit an agenda of the subjects to be discussed. If both parties have subjects they wish to discuss, they shall exchange such agenda at least one (1) week prior to such meeting. Discussions at such Nursing Care Conference shall be limited to the items set forth in the agenda.
- (d) Such Nursing Care Conferences shall be held during the regularly scheduled working hours. Employees shall be paid at their regular rate of pay for all time necessarily lost from their regularly scheduled work while attending such conferences.
- (e) Nothing contained in this section shall be construed in such a manner as to apply to meetings called by the Directors during regularly scheduled working hours for the purpose of discussing matters relating to the operation, functions, etc., of the Department.

ARTICLE V - GRIEVANCE PROCEDURE

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

Section 2: First Step. An employee with a grievance shall, within five (5) working days of the date of the occurrence which gave rise to the grievance or within five (5) working days from the date the Union Committee was notified of the events for group grievances, discuss it with the appropriate Program Manager/Supervisor with the object of resolving the matter informally.

If requested, a member of the Union Committee may be present. The Program Manager/Supervisor shall respond orally to the grievance within forty-eight (48) hours after the grievance has been presented.

Section 3: Second Step. In the event that the grievance cannot be resolved at the informal level, then the grievance shall be reduced to writing, stating the facts on which it is based, when it occurred, and specify the section of the contract which allegedly was violated, and presented to the Program Manager/Supervisor within five (5) working days after receipt by the employee of the Program Manager's/Supervisor's oral answer. The Program Manager/Supervisor shall have five (5) working days to answer the grievance in writing.

Section 4: Third Step. If a satisfactory settlement is not achieved at Step 2, the grievance shall be submitted to the bureau Director within five (5) working days of receipt of the written Step 2 answer. Upon receipt of the grievance, the Bureau Director shall schedule a meeting to attempt to resolve the grievance. This meeting shall be scheduled no later than five (5) working days from receipt of the grievance by the Bureau Director unless mutually agreed otherwise. The Bureau Director shall have ten (10) working days from the time of this meeting to reply to the grievant in writing.

Nothing contained in this Agreement shall be construed to prohibit the Union from requesting participation of a representative of the Michigan health Care Associates/1199M, State Office, when a grievance reaches the Third Step of the grievance procedure, nor to prohibit the participation therein of an external, designated representative at such stage by the Employer.

Section 5: Fourth Step. If the grievance has not been settled in the Third Step and is to be appealed to the Fourth Step, such notice of appeal must be given to the Bureau Director within five (5) regularly scheduled working days after the receipt by the Union committee member of the Third Step answer. The Bureau Director shall promptly forward a copy of the grievance and notice of appeal to the Personnel Manager. The grievance reaching this step shall be considered at a meeting between two members of the Union's grievance committee and a committee designated by the Personnel Manager, which meeting shall be held no later than ten (10) regularly scheduled working days from the time the appeal was taken to this step. The Personnel Manager shall give the Union's committee a written Fourth Step answer within five (5) regularly scheduled working days after such meeting, unless such time limit has been extended by mutual agreement between the Personnel Manager and the Union. If the grievance is settled at this step, the Employer's copy of the answer shall be signed by the chairperson of the Union's committee.

Section 6: Fifth Step. If, at this point, the grievance has not been satisfactorily settled, either party hereto shall have the right to submit such grievance to arbitration by the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules, then pertaining, providing such submission is made within thirty (30) calendar days after receipt by the Association of the Employer's Third Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Association. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in this Agreement nor to establish any salary rate or plan or rule on any provisions of the pension or insurance programs, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator, in his own judgment, to sustain, reverse or modify any alleged unjust discharge that may reach this step of the grievance procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union, and the employees. The expenses and fees of the arbitrator and the American Arbitration Association shall be shared equally by the Employer and the Union. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

Section 7: If a grievance which has not been settled at any step of the grievance procedure is not appealed by the Union to the next succeeding step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union. If the grievance is not answered by the Employer within the time limit specified for such answer at any step of the grievance procedure, such grievance shall automatically be advanced to the next step of the grievance procedure, provided, however, that nothing contained in this Section shall be construed so as to automatically advance the grievance to the arbitration step of the grievance procedure. It is understood and agreed that by mutual agreement between the Employer and the Union, any time limit herein specified may be extended.

Section 8: A Union representative shall be permitted to present grievances as provided in the First, Second, and Third Steps of the grievance procedure without loss of pay. Up to two members of the grievance committee, when participating in a meeting with the Employer as specified in the Fourth Step or the Fifth Step of the grievance procedure, shall suffer no loss of pay for the time necessarily lost from regularly scheduled work while so participating.

Section 9: Whenever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding unworked holidays specified herein.

ARTICLE VI - STRIKES AND LOCKOUTS

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid, condone, or engage in a work stoppage, slow down or strike. The Employer agrees that during the same period there shall be no lockouts.

- (a) Individual employees or groups of employees who do instigate, aid, condone, or engage in a work stoppage, slow down or strike that is not authorized by the Union may be disciplined or discharged in the sole discretion of the Employer. It is agreed, however, that the question as to whether an employee was engaging in that kind of activity prescribed by this Section may be referred to the grievance procedure.

ARTICLE VII - SENIORITY, PROMOTIONS AND EVALUATIONS

Section 1: Seniority shall be defined as an employee's length of continuous employment by the Employer since the employee's last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer since which such employee has not quit, retired, or been discharged. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs for lack of work, except as hereinafter provided.

Section 2: All new employees shall be probationary employees during the first six (6) months of their employment. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other professional attributes necessary to qualify such person for regular employee status. During the probationary period, the employee shall have no seniority status. At the conclusion of an employee's probationary period, the employee's length of continuous service with the Employer shall date from such employee's last hiring date.

- (a) Probationary employees shall be entitled to all rights and privileges under this Agreement provided that the Personnel Policies of the County allow the granting of such rights and benefits to probationary employees. It is specifically agreed by the parties that the termination of a probationary employee for any reason not prohibited by law shall not be subject to grievance and arbitration procedures. A Bureau Director, upon his/her justification to the administrator, may shorten the probationary period of part-time employees, however, that probationary period shall not be less than six (6) calendar months.

Section 3: When a new, regular job classification is created or a regular vacancy occurs in an existing job classification when the filling of such vacancy is approved, the opening shall be posted within five (5) working days or such approval on the employees' bulletin board for five (5) regularly scheduled working days. Employees who wish to be considered as applicants for such opening may advise the appropriate Bureau Director, in writing, during such five (5) day period of such desire.

Section 4: Bargaining unit nurses who are not awarded posted positions who have properly applied for the same will be so notified with reasons. Upon the award of the position, the notice will be reposted indicating the Nurse who has been awarded the position. Notification of job posting results shall be made within ten (10) days after the initial posting period has expired. The Union Committee shall have access to the names of applicants and the Nurse awarded the position.

Section 5: Employees who, in the judgment of the Employer, have the required training, ability, aptitude and knowledge for positions of increased responsibility shall be considered for promotion when vacancies occur. Seniority shall not be used as a basis for promotion unless the other qualifications of two (2) or more employees are considered by the appropriate Bureau Director to be equal. It is understood that if, in the judgment of the Bureau Director, there are no employees who satisfy the requirements for vacant jobs, new employees shall be hired therefor.

Section 6: The Supervisor or Program Manager most familiar with the work of the Nurse shall prepare a written performance evaluation for each Registered Nurse on or before the completion of the probationary period and once each year thereafter. The employee's self-evaluation shall also be part of the evaluation process. After the evaluation has been discussed with the Nurse, the Nurse shall sign the evaluation to indicate that it has been reviewed by her; however, such signature will not imply agreement or disagreement with the evaluation. A copy of the evaluation shall be made available to the individual Nurse at that time. If the individual Nurse requests it, the appropriate Bureau Director will have a formal interview with the individual Nurse and the written evaluation will be reviewed. In the event that the Employer believes that the Registered Nurse is not fulfilling the responsibilities of her position, the employee's Supervisor and/or the Program Manager shall discuss the problem with the Nurse and an attempt shall be made to counsel and advise the Nurse. Said evaluations shall be completed in a timely manner and shall be presented to the Nurse prior to the date her probationary period ends prior to each annual anniversary date thereafter.

Section 7: It shall be the established policy of the Board of Commissioners that layoff because of a necessary reduction in personnel will be consistent with the procedures and goals established under any affirmative action program, and in accordance with the goals and guidelines of any administrative agency having regulatory control over the County's employment practices, either directly or indirectly, and shall further be in accordance with those applicable statutory provisions of the State laws as they have been interpreted by the Court decisions and/or the Attorney General's decisions where the above goals or guidelines are not applicable or appropriate.

It shall be recognized that the first decision required of this Board of Commissioners shall be to make a determination as to the department and/or program and/or classification that will be affected when it becomes necessary to reduce personnel. The Board of Commissioners may make such decisions directly or may delegate such decisions to those respective department heads.

In each department or division affected by a necessary reduction in personnel, if there are probationary employees whose layoff will not have an adverse effect upon the goals established above in accordance with the County's affirmative action program, then those probationary employees shall be the first ones laid off providing there are employees remaining who have passed their probationary period and who have the then present ability to satisfactorily perform the work of the laid off probationary employees.

If it is necessary to go beyond those individuals, the Board of Commissioners or the department heads shall make a determination as to which employees are the least qualified to perform the remaining departmental responsibilities. The Board of Commissioners or the department heads shall take into consideration an employee's length of continuous service with the County of Kalamazoo. If the Board or the department head decides to lay off an employee who has more continuous service than employees in such department, program or classification who will remain after said layoff, said Board or department head shall furnish the Personnel Manager written justification for such determination. Such officials shall continue to take into consideration the aforementioned goals established by the County's affirmative action program.

If an employee is designated for layoff, that employee shall be given the opportunity to replace the least senior unit employee not affected by the layoff, provided said position is in the same classification family and the employee exercising said option has the then present ability to perform the duties of said position as determined by the affected department head and Personnel Manager. The employee will not be allowed to replace an employee in a position which has already been defined as short-term in nature.

It is further recognized by this Board of Commissioners that the layoff of employees necessitated by a reduction in personnel in various departments may require a necessary reduction of its employees which have been hired under CETA who are performing similar duties in that department. This will be required in order to comply with the guidelines established by that administrative agency in order to meet its maintenance of effort requirements. Those CETA employees which will be laid off as a result of this reduction of personnel shall be laid off in a similar manner as to that established above.

It is recognized by this Board of Commissioners that there currently is in existence collective bargaining agreements that regulate the layoff and recall procedures of those employees covered by such collective bargaining agreements. In those areas, it is understood by this Board of Commissioners that the negotiated agreement between the parties shall take precedence over this policy if in fact it is not in direct conformance with this established policy.

Following said layoff, if there becomes a vacancy, filling of which has been approved, it shall become the responsibility of the Personnel Department, after receipt of said notification of vacancies from the department head, that all employees who have been laid off be given the first opportunity to be recalled to any position for which they possess the necessary qualifications and/or ability to perform in said vacancy. The Personnel Department shall establish a recall list which shall take into consideration length of continuous County service, classification, and known abilities. Employees who have been laid off shall be given preference for hiring by all departments of the County based upon the aforementioned criteria. An employee who has been laid off shall be kept on a recall list for a period of time equal to their seniority with the County, however, such time shall not exceed a period of 24 months. A laid-off employee who accepts another regular employment opportunity, or who fails to either interview for or accept an offer for employment by a department of the County of Kalamazoo, shall have his or her name deleted from such recall list. A laid-off employee does not have to accept an offer of employment that is three or more levels below his or her former position. The Human Services Department will notify a recalled employee by certified letter at his/her last reported address.

It is recognized by this Board of Commissioners that those vacancies to be filled within any department located in the County will be filled by first, the return of the person laid off from that particular position, if available; second, by promotional opportunities within a department in accordance with County personnel policies; then, by internal job posting. All such job vacancies shall be posted in the Personnel office and all laid-off personnel shall have the same opportunity as other regular County employees to bid on such position.

Following said procedures, any remaining vacancy shall be offered to the most senior employee on the recall list who is qualified to fill said vacancy.

The County further recognizes that in an attempt to minimize the effects of employment layoff as a result of necessary reduction, not less than a minimum of two (2) weeks notice shall be given to all employees who may be affected under said necessary reduction of personnel and further that all employees who are laid off as a result of the necessary reduction in personnel shall, in accordance with the County's established personnel practices and policies, be eligible to receive all accrued vacation.

The provision of this policy shall not apply to employees on temporary layoff which is known to be four months or less. However, such employees will be provided listings of all County vacancies during the temporary layoff period and may apply for voluntary transfers.

This policy shall apply to all County authorized regular positions, whether funded by County General Fund Revenues or from grant funds accepted by the County Board of Commissioners.

ARTICLE VIII - LEAVE OF ABSENCE

Section 1: Personal leaves of absence, without pay, for reasons other than specifically provided for elsewhere in this Agreement, but not for the purpose of looking for or securing work elsewhere, may be granted by the appropriate Bureau Director of the Human Services Department, to an employee, who has completed the probationary period, upon written application made at least five (5) regularly scheduled working days prior to the start of the anticipated leave if, in the judgment of the Director of the Public Health Division of the Human Services Department, the employee can be spared from work for that purpose.

- (a) When a personal leave of absence is granted under this Section for a period of sixty (60) or less consecutive calendar days, the employee shall be entitled, at the termination of such leave, to be returned to the same level and type of regular position the individual occupied at the time the leave was granted unless in the interim such job has discontinued, in which event such employee shall be entitled to reinstatement to employment at any position to which there is then an opening which the employee is capable of performing to the satisfaction of the appropriate Bureau Director. This leave of absence for sixty (60) days and resulting benefits regarding placement upon return from such a leave shall be limited to a total of sixty (60) calendar days even if the employee has available

and utilizes other leave such as sick leave or annual leave.

- (b) When a personal leave of absence or combination of personal and other approved leave is granted under this Section for a period of time in excess of sixty (60) consecutive calendar days, such employee shall be entitled to reinstatement to employment at any position in which there is than an opening which the employee is capable of performing to the satisfaction of the appropriate Bureau Director(s).
- (c) Seniority, vacation and sick leave credits and time or service qualifications for salary increments and other benefits accrued as of the start of such leave of absence shall not be forfeited, but shall not accumulate during a leave of absence for personal reasons.
- (d) Leaves of absence granted pursuant to the provisions set forth in this Section may, in the discretion of the appropriate Bureau Director, be extended for good cause when such extension is requested by the employee, in writing, prior to the termination of the original leave. However, no leave of absence or extension thereof shall be granted for a period in excess of six (6) months.

Section 2: Application for military service leave of absence shall be made to the appropriate Bureau Director in writing as soon as an employee is notified of his/her acceptance in the military service, but in no event less than two (2) weeks prior to his/her departure. An employee on military leave shall retain any unused sick leave or vacation time accrued as of the date of the start of such leave of absence, but shall not be entitled to use any of such unused sick leave or vacation time unless and until he/she is reinstated in his/her employment following the tour of duty in the military service. The reinstatement rights of an employee on a military leave of absence shall be governed by the applicable Federal and State laws in effect at that time.

Section 3: A leave of absence without pay due to illness following the exhaustion of an employee's accrued sick leave shall be granted for a period of not to exceed a total of one (1) year of absence without loss of seniority or any benefits accrued as of the date of the commencement of such leave. The request for such leave must be made in writing by the employee and must be accompanied by a physician's certification as to the necessity for such requested leave. An employee on such leave of absence may be required at intervals of not less than three (3) months each to present to the appropriate Bureau Director a physician's certification as to the necessity for the continuation of such leave.

Section 4: The chairperson of the local or his/her designated representative shall be permitted to attend two (2) days of the Annual Michigan Health Care Associates Convention without loss of pay.

- (a) The Union shall have an additional eleven (11) days to be utilized for the purpose of attending statewide meetings of the Michigan Health Care Associates. An employee shall be released from work for attendance at such meetings, but such days shall be without pay.

Section 5: The Employer will encourage attendance by registered, professional nurses and nurse practitioners at professional meetings where attendance may increase the competency of a nurse in his/her professional capacity. The number of employees, if any, who will be permitted to attend any such meeting without loss of pay shall be determined by the appropriate Bureau Director(s) but no more than two (2) employees shall be permitted to attend such meetings at any one time, except at the discretion of the appropriate Bureau Director(s). Employees permitted to attend such meetings shall be reimbursed for reasonable out-of-pocket expenses incurred by virtue of such attendance within the budget limits.

Section 6: If a nurse is called as a witness in his/her professional capacity as a public health nurse in a judicial proceeding, in either the District, Circuit, Federal or Probate Court, he/she shall suffer no loss of pay for the time necessarily lost from his/her regularly scheduled work while so testifying.

Section 7: A nurse who is called for jury duty shall notify his/her immediate supervisor promptly upon receiving such notice.

The Employer will provide pay supplements to make up the difference between the jury duty earnings and the employee's normal weekly paycheck upon the presentation of a written statement of the Employee's jury duty earnings. Jury duty will be considered time worked.

Section 8: In compliance with State and Federal statutes, the Employer and the Union agree to treat all maternity related health problems as normal sicknesses and disabilities. Provisions of the sick leave section will then be applied.

- (a) The employee will be able to return to work in the same job and classification held before going on such leave if the employee returns within three (3) months after termination of pregnancy.
- (b) Adoption shall be handled under the above

provision provided the employee shall agree that the leave for purposes of an adoption shall not exceed three (3) months in duration.

ARTICLE IX - SALARIES AND WORKING HOURS

Section 1: The salary schedule appended hereto as Appendix A shall become effective as of January 31, 1989, and shall remain in full force and effect for the duration of this Agreement.

Section 2: The normal hours of work for full-time employees shall be from 8:00 a.m. to 5:00 p.m. with a one (1) hour unpaid lunch period at or near the midpoint of the day.

Public Health Nurses and Nurse Practitioners may be assigned to work evening clinics outside of the normal working hours in order to provide expanded client service.

The normal work shift shall be eight (8) hours in length. However, Public Health Nurses and Nurse Practitioners may volunteer to work shifts that are different from the norm.

When scheduling evening clinics, the County will first attempt to staff with qualified volunteers. If there is an insufficient number of volunteers, assignments shall be made to qualified employees on a rotating seniority basis. The County will not expand the scheduled services of the Human Services Department beyond evening clinics unless it enters into negotiations with the Union.

Section 3: Full-time employees shall be entitled to a fifteen (15) minute break period at or near the midpoint of the first half of their workday and a fifteen (15) minute break period at or near the midpoint of the second half of their workday. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions, it will be impossible for employees to take a break period until the urgent aspects of the job then being performed have been completed.

Section 4: Employees shall be required to be ready to start work at the starting time above specified and shall be required to remain at work until the end of their workday, except for the one (1) hour unpaid lunch period and the two (2) fifteen (15) minute break periods above specified.

Section 5: Compensatory time shall be computed at fifteen (15) minute increments and shall be offered in order of seniority and qualifications. Employees must receive advanced approval of all compensatory time. Nurses should make every effort to anticipate the need to work additional time and to get prior approval. However, if need arises to work additional

time without prior approval, the Nurse shall utilize her discretion and submit proof at the earliest possible time. Payment for such time shall be at the discretion of his/her supervisor. The Employer shall make reasonable effort to see that compensatory time is utilized within six (6) months of the time that it is accumulated.

Section 6: All employees shall receive reimbursement at the rate of twenty-three cents (\$0.23) per mile for the use of their own vehicles while traveling on behalf of the Human Services Department. If, during the term of this Agreement, the County Board of Commissioners increases the mileage allotment for non-union County employees or any other County employee group, that increase shall apply to the members of this bargaining unit.

Section 7: Public Health Nurses shall be covered by a group professional liability insurance policy in the amount of \$250,000 per individual, but not to exceed the aggregate amount of \$500,000 for any one claim.

Section 8: The Employer agrees to provide for bargaining unit employees actively at work a uniform allowance of \$20.00 per month (a maximum of \$240 per year). All new employees shall be given a \$240 advance upon hiring for such uniform allowance.

If the employment of such new hire is terminated for any reason prior to the accumulation of such \$240 at the rate of \$20.00 per month, said employee shall reimburse the County a pro-rata amount.

Section 9: The Employer shall designate a supervisor or program manager who shall be readily accessible during the late morning and late afternoon for the purpose of making decisions relative to limiting the scheduling of appointments and/or the admission of walk-in clients.

ARTICLE X - HOLIDAYS

Section 1: Full-time Public Health Nurses shall be entitled to holiday leaves with pay on the following recognized holidays:

- | | |
|-------------------------------|----------------------------------------------|
| 1. New Year's Day | January 1 |
| 2. Memorial Day | Last Monday in May |
| 3. Independence Day | July 4 |
| 4. Labor Day | First Monday in September |
| 5. Thanksgiving Day | Fourth Thursday in November |
| 6. Day following Thanksgiving | Friday following fourth Thursday in November |
| 7. Christmas Day | December 25 |

Section 2: Employees shall be entitled to one (1) additional workday off on or between the workday preceding the observance

of the Christmas Day holiday and the workday following the observance of the New Year's Day holiday, which is to be scheduled with the approval of the Department Head.

Section 3: Observance of such legal holidays on the day after such holidays will be according to the policies as provided for by State Statute.

ARTICLE XI - VACATIONS

Section 1: Every full-time Public Health Nurse shall be allowed vacation leave at the rate shown in the following table:

- (a) Every continuing full-time Public Health Nurse shall be entitled to annual leave with pay of one-half pay (four hours) for each completed bi-weekly work period of service, except that no employee shall be entitled to such annual leave until he has completed thirteen (13) bi-weekly work periods.

Section 2: Employees who have completed five (5) years of currently continuous service shall earn additional annual leave with pay according to length of total classified service as follows:

- (a) For five or more, but less than ten years, two days (sixteen hours) annually;
- (b) For ten or more, but less than fifteen years, four days (thirty-two hours) annually;
- (c) For fifteen or more, but less than twenty years, six days (forty-eight hours) annually;
- (d) For twenty or more years, eight days (sixty-four hours) annually.

Section 3: No annual leave shall be authorized, accrued or credited in excess of thirty (30) days.

Section 4: When an employee is separated from County classified service, he or she shall be paid at his or her current rate of pay for his or her unused credited annual leave, but in no case in excess of thirty (30) days. Annual leave shall not be allowed in advance of being earned. For the employees hired after January 1, 1986, the payoff of any accrued vacation at the time of retirement shall not be included in the calculation of final average compensation for retirement purposes.

Section 5: Although the County reserves the right to allocate vacations, it is agreed that an effort shall be made to schedule vacation leave consistent with the manpower and workload requirements as determined by the County. An employee will not be permitted to take his or her vacation leave at one day at

a time, unless otherwise approved by the division head. Such a request shall not be unreasonably withheld. An employee may utilize annual leave only with the prior approval of the department head.

ARTICLE XII - SICK LEAVE

Section 1: Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is NOT a means by which an employee can earn additional days off.

Section 2: Each regular, full-time Public Health Nurse shall accrue three (3) hours with pay as sick leave for each completed bi-weekly period. Sick leave with pay may be utilized by regular full-time employees throughout their period of employment with the County. Sick leave may be accrued throughout the employee's entire period of classified service.

Section 3: A retiring employee will receive compensation for unused sick leave credits at his retiring rate of pay up to fifty (50%) percent of the total number of sick leave days accrued, but such payment may not exceed eight hundred (800) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of retirement shall continue; however, only those hours accumulated prior to December 31, 1985 shall be part of the calculation of final average compensation for retirement purposes. An employee who has been continuously employed by the County for five (5) years and who terminates his/her employment prior to retirement, except in the case of discharge for cause, will receive compensation for unused sick leave credits at his/her rate of pay at termination up to twenty-five (25%) percent of the total number of sick days accrued, but such payment shall not exceed four hundred (400) hours. As a result of the negotiations regarding the Disability Insurance Plan, it has been agreed that such payoff at the time of termination shall continue; however, only those hours accumulated prior to December 31, 1985 shall be subject to such payoff. This benefit regarding the twenty-five (25%) percent payoff only applies to those current employees as of the date of this Agreement and does not apply to any future hires. Sick leave used by employees will be charged first against sick leave earned after December 31, 1985 and then to accumulation earned prior to such dates.

Section 4:

- (a) An employee shall be allowed three (3) scheduled working days with pay as funeral leave for death in his immediate family. Immediate family is defined as: spouse, parents, children, sister, brother. It is understood that the days allowed for funeral leave, as specified in this Section, will not be

deducted from the employee's accumulated sick leave days, provided the employee attends the funeral of the family member and must be consecutive days to include the day of the funeral.

- (b) Two (2) days may be taken and charged to sick leave for attendance at the funeral of other members of an employee's family (aunt, uncle, niece, nephew, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren).
- (c) The parties have agreed that under this section an employee may request the utilization of additional sick leave up to a total of five (5) days per funeral, and the County may grant such request taking into consideration the need and circumstances that pertain to such request.
- (d) The employee shall provide appropriate verification to confirm his eligibility for the provisions of this Article.

Section 5: An employee shall not be charged with sick leave time for dentist or doctor appointments when such time is of a one (1) or two (2) hour duration.

Section 6: All sick leave used shall be substantiated by written evidence signed by the employee and the employee's immediate supervisor, and by such other evidence as the appointing authority and/or the Personnel Manager may require. Falsification of such evidence shall be cause for dismissal.

Section 7: An employee, before returning to his or her duties from an illness or over five (5) consecutive working days shall submit a statement from his physician certifying his ability to return to work. Such statement shall be submitted to the Personnel Manager.

ARTICLE XIII - HOSPITALIZATION AND DENTAL

Section 1: From January 23, 1989 through February 28, 1989, all full-time bargaining unit employees shall be eligible to become members of the County's Hospitalization/Medical Plan. Such plan shall include hospitalization/medical coverage, dental coverage and vision coverage for both the employee and his/her dependents. On an annual basis, each bargaining unit member shall have the opportunity to select either an insured hospitalization/medical plan, the Blue Care Network Health Maintenance Organization Plan 10, the HMO West Plan 2, or the PHP Plan 8. All full-time bargaining unit employees who select a hospitalization/medical plan shall authorize a payroll deduction for such insurance program pursuant to the following schedule:

Full Family	-	\$20.00
Two Person	-	\$15.00
One Person	-	\$ 7.50

Section 2: Flexible Benefit Plan. Effective March 1, 1989, all full-time bargaining unit employees shall be eligible to become members of the County's KalFlex insurance program. On an annual basis, each bargaining unit member shall have the opportunity to select the options then available under said flexible benefit plan.

ARTICLE XIV - LIFE INSURANCE

Section 1: From January 23, 1989 through February 28, 1989, the County shall pay the required premium to provide a \$10,000 Life Insurance Policy to all full-time Public Health Nurses who are members or become members of the County's Life Insurance Program. The policy also provides for accidental death and dismemberment benefits. The amount of such Life Insurance protection, as well as other benefits and conditions, are specified in the policy contract.

ARTICLE XV - DISABILITY INSURANCE

Section 1: Each regular full-time bargaining unit employee shall be eligible for the County's Short-Term/Long-Term Disability Insurance Program.

Section 2: The Short-Term Disability Insurance Program shall be fully coordinated with the employee's sick leave accumulation. Such disability insurance shall be available after twenty-one (21) calendar days provided the employee has exhausted his/her personal accumulation of sick leave. Such insurance plan shall have a benefit of sixty (60%) percent of salary. All other terms and conditions of such insurance plan are contained within the insurance contract between the County and the insurance provider.

Section 3: The Long-Term Disability Insurance Plan is also fully coordinated with the employee's sick leave accumulation. Such plan covers a disability after the employee has been disabled for six (6) months. A disabled employee is eligible for sixty (60%) percent of his/her salary under such plan provided the employee has exhausted his/her personal accumulation of sick leave. All other benefits of such plan are fully set forth in the insurance contract between the County and the insurance provider.

Section 4: An employee on short-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the County's portion of all insurance premiums during this period.

Section 5: An employee on long-term disability will not be considered on active status for purposes of being eligible for the benefits of this Contract, but the County will continue to pay the cost of the employee's health insurance and the employee may continue dependent health insurance coverage at the employee's cost.

Section 6: Neither the short-term nor the long-term disability insurance shall be applicable to any injury or disability which is job related and covered by the Workers' Compensation Laws.

ARTICLE XVI - PENSION PLAN

Section 1: New employees, upon hiring, will sign an application to participate in the Kalamazoo County Employees' Pension Plan as provided for in a Resolution adopted by the Board of Commissioners on March 1, 1960, and as amended on July 15, 1986, February 1, 1971, and August, 1974.

Members of the County Pension Plan who have attained or attain age fifty-five (55) years and have eight (8) or more years of credited service may retire if such application is made in compliance with the conditions set forth in the Retirement System Resolution. The County shall pay the full cost of the Pension Plan.

ARTICLE XVII - TUITION REFUND POLICY

Section 1: Purpose: To encourage and assist County employees in securing additional training which will contribute to the administrative, technical and professional development of the employee and better performance of County services.

Section 2: Eligibility: Eligibility is limited to permanent full-time employees for courses taken while they are employed by the County and that meet the requirements set forth in Sections 3 and 6.

Section 3: Approval of Courses: The tuition refund plan will apply only to courses which are determined by the Personnel Manager to be related to and acceptable for the occupation in which the employee is working or for which he is preparing.

Section 4: Amount of Refund: The refund will be 100% of actual tuition, but will not exceed a total of \$240.00 for any one employee during any one fiscal year. Refund payment will not include the cost of books, supplies, special fees or expenses unless approved by the County Controller.

Section 5: Class Time: The employee is expected to attend the courses on his own time, without pay. If a conflict arises, any reasonable request to alter work hours will be given full

consideration by his department head and the Personnel Manager and any subsequent arrangement is subject to their approval.

Section 6: Approved Schools: Any tuition refund paid by the County will apply only to those courses taken at an approved and accredited educational institution.

Section 7: Administration: The Tuition Refund Policy shall be administered by the Personnel Manager as follows:

- (a) Application: An application for tuition refund must be filled out and returned to the Personnel Manager for approval before the course starts.
- (b) Approval: The application must be signed by the employee's supervisor or department head before being submitted to the Personnel Manager for approval. The employee will be notified of its acceptance or rejection by the Personnel Manager and given a copy for his records.
- (c) Authorization of Refunds: Refunds will be made only to the employee who has:
 - (1) Secured written approval of the course or courses in the prescribed manner.
 - (2) Submitted evidence to the Personnel Manager that he has paid the tuition.
 - (3) Submitted evidence within thirty (30) days showing successful completion of the course according to the institution's standards.
- (d) Requirement as to Continuing Employment: It is understood that the employee will remain in the employ of the County for at least twelve (12) months following the completion of the course; otherwise, the tuition sum will be deducted from the employee's last paycheck. Such deduction can only be eliminated by employee appeal to the Finance Committee.

ARTICLE XVIII - LONGEVITY

Section 1: Following the completion of four (4) years of continuous full-time service, by October first (1st) of that year and continuing in subsequent years of such service, each Public Health Nurse shall receive annual longevity payments as follows:

- (a) Employees who, by October first (1st) of any year, complete four (4) or more years of continuous service with the County and who, as of the day of payment thereof in such year are still employed by the County,

shall qualify for a lump sum longevity payment in December of that year, which shall be computed on the basis of Twenty (\$20.00) Dollars for each full year of continuous service.

Section 2: Any eligible employee who retires under the provisions of the Kalamazoo County Retirement System prior to October first (1st) of any year shall receive longevity payment in pro-rata amount for the time worked during that period.

Section 3: In the case of death, the beneficiary of such deceased eligible employee shall receive the pro-rata amount to the date of death.

Section 4: In the event the County changes its personnel policies [not negotiated agreements] to provide for additional benefits, the above provision shall be changed to reflect any additional or improved benefits.

ARTICLE XIX - REGULAR PART-TIME EMPLOYEES

Section 1: Regular part-time nurses shall be eligible for full uniform allowance, professional liability insurance, longevity payments, tuition refund allowance and mileage. They will also be eligible to participate in the pension program [must work at least one thousand (1,000) hours per annum].

Regular part-time employees shall also be eligible to participate in the KalFlex benefit program pursuant to the rules of said program provided that they are regularly scheduled a minimum of seventeen and one-half (17-1/2) hours per week. Regular part-time employees are eligible to participate in the short-term/long-term disability insurance program provided that they are regularly scheduled to work a minimum of twenty (20) hours per week. Said regular part-time employees shall receive sick leave and annual leave allotments on a pro-rata basis on all hours actually worked. Said regular part-time employees shall receive holiday leave with pay and personal business leave with pay based on a pro-rata basis if such pay relates to said employee's regular hours scheduled per pay period.

Section 2: Part-time employees who are scheduled forty (40) hours per pay period, shall not necessarily be limited to a schedule of two and one-half (2-1/2) days per week.

Section 3: It is understood that employees working under a "job-sharing" program shall be recognized as regular part-time employees and be eligible for all part-time benefits as outlined in this Article.

ARTICLE XX - MAINTENANCE OF DISCIPLINE

Section 1: It is understood and agreed that each employee shall be required to abide by such rules of professional con-

duct, smooth operation of the Human Services Department and care of patients as are prescribed by the Director.

Section 2: When discipline of an employee is necessary, it will be of a corrective nature, when practical, rather than punitive, and will be based on verbal warnings followed by a written warning before any penalty is assigned, unless the conduct of an employee is such as to require immediate dismissal.

Section 3: Individual discipline penalties, including discharge, shall be for just cause. Allegations that such penalties are unjust may be processed through the grievance procedure. No disciplinary action will be based on events that have occurred more than two years prior to the offense.

Section 4: Employees are obligated to advise the Employer as far in advance as possible of any anticipated absence. When conditions are such that an absence or tardiness cannot be anticipated, employees are obligated to notify the Supervisor of the appropriate Bureau of the Human Services Department no later than 8:30 a.m. of the day of absence or tardiness.

ARTICLE XXI - HEALTH PROGRAM

Section 1: A pre-employment physical examination shall be given to all newly employed nurses by the County without cost to the nurse. Each nurse shall be encouraged to have an annual physical examination. Upon the request of Management, a nurse shall have a physical examination with tests to be included in the examination as follows:

- (a) Optional chest x-ray.
- (b) Serology, CBC and urinalysis.
- (c) Tuberculin testing.
- (d) Simple visual and hearing examination.
- (e) Pap smear (to be done by Family Planning Clinic).
- (f) Pelvic exam (to be done by Family Planning Clinic).

In the event the employee does not desire to have the pap smear and pelvic examination performed by the Family Planning Clinic, then the County will pay fifteen (\$15.00) dollars toward the cost of (e) and (f) (combined above.)

Section 2: Should a nurse elect to have her annual physical examination by her own personal physician, she may do so at her own expense. The nurse may elect to have part of her physical examination performed by the Employer and the remaining part of the physical performed by her personal physician at her own expense.

Section 3: In addition to a chest x-ray and/or tuberculin testing at the time of initial hire, every nurse shall be encouraged to have a chest x-ray or a TB skin test once a year, on or about the time of her employment anniversary date.

Section 4: If the initial tuberculin test is positive, additional test and/or chest x-rays will be taken at six (6) month intervals or as recommended by the County's physician.

Section 5: When an employee has been hospitalized with active tuberculosis, the Director of Nursing will obtain the names of all employees who may have been exposed to the employee and institute follow-up procedures and will advise the Director of the Public Health Division as to the status of those employees.

Section 6: The Employer will offer, when available, free of charge to the nurses, the opportunity of obtaining the following immunizations:

- (a) Tetanus diphtheria series or booster.
- (b) Influenza immunization.
- (c) The County shall provide the Hepatitis B vaccine series to employees assigned to work in high risk areas.
- (d) Pneumococcal vaccine.

ARTICLE XXII - GENERAL

Section 1: The Union shall have the right to use a designated bulletin board to announce local, regional, state or national meetings and to otherwise inform its members of Union matters of interest. The Union may use Human Services Department facilities for meetings after regular duty hours, provided the advance permission of the Director is obtained.

Section 2: The Employer agrees to furnish in writing to unit chairperson on January 1st of each year a list of all currently employed RN's in the bargaining unit. Each month thereafter the unit chairperson will receive, add and delete forms indicating all inbound and outbound registered nurses.

Section 3: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Union shall enter

into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 4: When it is determined to be in the best interest of the employees of the Public Health Division of the Human Services Department to close the buildings or curtail services as a result of snowstorms, tornadoes, or other such emergencies, no loss of pay or benefits will result from such closing or curtailment provided that such termination has been made by the Chairperson of the Board of County Commissioners or his/her designated representative or the Administrator of the County.

Section 5: The local staff council shall have one (1) hour during orientation to talk to all new nurses.

Section 6: full-time Union members shall be allowed five (5) personal business leave days per year with two and one-half (2-1/2) days to be deducted from the employee's unused sick leave bank.

Employees who are hired mid-year, shall have their personal business leave pro-rated for that first year of employment.

Section 7: Any and all reference to the feminine gender in this Agreement shall also be applicable to the masculine gender and vice versa.

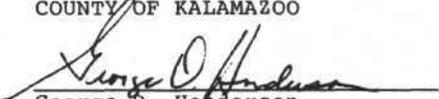
ARTICLE XXIII - DURATION OF AGREEMENT

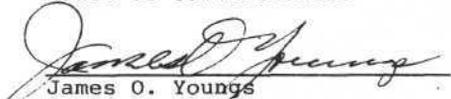
Section 1: This Agreement shall become effective as of the 23rd day of January, 1989, and shall remain in full force and effect through the 22nd day of January, 1990, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify, or terminate this Agreement.

Section 2: The authorized representatives of the parties hereto have executed this Agreement in Kalamazoo, Michigan, this 21st day of February, 1989.

MICHIGAN HEALTH CARE
ASSOCIATES-District 1199M,
NATIONAL UNION OF HOSPITAL
AND HEALTH CARE EMPLOYEES,
AFL-CIO

COUNTY OF KALAMAZOO


George D. Henderson
Chairperson, Kalamazoo County
Board of Commissioners


James O. Youngs
County Clerk/Register

APPENDIX A

KALAMAZOO COUNTY PUBLIC HEALTH PROFESSIONALS

REGISTERED NURSES COUNCIL - 1199M

1989 Salary Schedule

Effective January 31, 1989

Section 1: Effective January 31, 1989, the following salary schedule shall apply to all members of the bargaining unit:

	Prob. A	6 Months* B	12 Months* C	24 Months* D	36 Months* E	48 Months* F
Public Health Nurse	A \$19,872	\$20,700	\$21,476	\$22,327	\$23,211	\$24,530
	B 764.30	796.15	826.00	858.73	892.73	943.46
	H 9.553	9.951	10.325	10.734	11.159	11.793
Nurse Practitioner	A \$21,425	\$22,273	\$23,155	\$24,072	\$25,026	\$26,703
	B 824.03	856.65	890.57	925.84	962.53	1027.03
	H 10.300	10.708	11.132	11.573	12.031	12.837

Section 2: The Employer shall attempt to hire nurses who possess a BSN degree. If qualified individuals with such degrees apply for openings in bargaining unit positions, the Employer agrees to hire such individuals. If no degreed and qualified individuals apply for said openings, the Employer has the right to employ the next most qualified individuals.

Section 3: In addition to prior nursing experience, an employee with a Master's Degree in Nursing shall receive an additional three hundred (\$300) dollars above the established salary schedule.

Section 4: Nurses who have prior nursing experience may receive credit for that experience when beginning employment, but such credit, if any, will be determined by the Employer.

Section 5: A bargaining unit member who is designated as an "in-charge nurse" at a clinic held off the premises of the Health Building, or after normal business hours on the premises of the Health Building, shall receive an additional sum of fifty (\$.50) cents per hour while performing such responsibility.

Section 6: Employees who transfer from one of the above-mentioned classifications to the other shall not lose any seniority and shall be placed on the appropriate pay schedule according to the level of seniority held at the time of transfer. Such

employees shall retain their original seniority date of hire with the County. This new method of placement shall only be effective as of January 23, 1988.

Section 7: Effective January 1, 1990, all Nurse Practitioners must be certified.

*Employees in the above-specified classifications whose work, in the judgment of the appropriate Bureau Director, is satisfactory shall, as of the first pay period following the date upon which they complete their 6th, 12th, 24th, 36th, or 48th month of continuous employment with the Department, receive a step increase to bring them to the appropriate salary level for their classification. In the event the Bureau Director does not consider the work performance of an employee as being satisfactory at the time the employee would otherwise be eligible for a step increase, he shall delay the same until such time as the employee has demonstrated to him that sufficient improvement in her work performance has been achieved so as to justify the step increase.

LETTER OF UNDERSTANDING

From time to time it may become necessary to establish a joint committee in order to deal with issues on changes in policy or procedure.

If the administration desires to make a policy change while the relevant committee is still in session, then a management representative shall present to such committee the reasons for the change and consider input from the committee regarding the change.

This is in no way to be construed as a restraint upon the Health Department's prerogative in implementing changes in policy or procedure.

County of Kalamazoo & Michigan Health Care Associates/1199M

1/23/86

LETTER OF UNDERSTANDING

It is hereby agreed between Michigan Health Care Association/1199M, National Union of Hospital and Health Care Employees, AFL-CIO, and the County of Kalamazoo that the following understandings shall constitute an addendum to the Collective Bargaining Agreement currently in force and in effect between the parties.

The above-named parties do hereby agree to the following:

1. That all management and supervision along with County employees covered by the Collective Bargaining Agreement shall become familiar with and be oriented to:
 - a.) the Collective Bargaining Agreement; b.) the procedure of nursing; and c.) all policy manuals.
2. Whenever a Bargaining Unit member is asked to have a meeting with a supervisor or manager, that unit member will be offered union representation if it is likely that some form of discipline will result from such meeting. During a meeting with management wherein management discovers or learns of a situation which is likely to result in discipline, that meeting shall not continue until such time as the unit member has been offered the opportunity of union representation.
3. Both parties subscribe to the concept that probationary employees should receive routine feedback regarding their performance during the probationary period.

So as to insure such feedback, the parties agree that the appropriate supervisor shall meet with a probationary employee at or near the conclusion of the probationary employee's first two (2) months of employment, and at or near the conclusion of the probationary employee's first four (4) months of employment. If during those meetings, supervisory personnel identify problems or concerns with the employee's performance, such discussion shall be reduced to writing and such communication will identify appropriate corrective measures.

4. The parties affirm that Article XIX, Section 2, of the Collective Bargaining Agreement clearly indicates that all unit members are entitled to progressive discipline unless the conduct of the employee necessitates immediate dismissal. The parties further understand this requirement for progressive discipline does not in any way affect the County's rights under Article VII, Section 2, Subparagraph A.
5. All of the parties to this Collective Bargaining Agreement reaffirm their desire and their commitment to work with each other in a positive and professional manner so as to create a work environment conducive to and resulting in the provision of quality services to the community.

DATE:

8-15-85

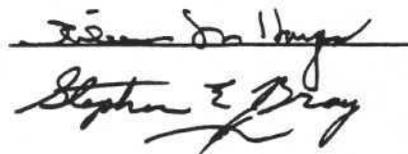
FOR THE COUNTY OF KALAMAZOO


John G. Manske

DATE:

8-15-85

FOR THE MICHIGAN HEALTH
CARE ASSOCIATION
1199M


Stephen E. Pray

