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12/31/94

AGREEMENT

between

COUNTY OF MACOMB

and

SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 79, AFL-CIO

representing

LICENSED PRACTICAL NURSES

at

MARTHA T. BERRY MEDICAL CARE FACILITY

*Macomb County
(Martha T. Berry Medical Care Facility)*

January 1, 1992
through
December 31, 1994

LICENSED PRACTICAL NURSES

(S.E.I.U.)

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LICENSED PRACTICAL NURSE

1992 AGREEMENT

This Agreement entered into on the first day of January 1992, between the County of Macomb, hereinafter referred to as the Employer, and the Service Employees' International Union, Local 79, AFL-CIO, 2604 Fourth Street, Detroit, Michigan 48201, on behalf of Licensed Practical Nurses employed at the Martha T. Berry Medical Care Facility, hereinafter called the Union.

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Employer, employees and the Union.

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

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

ARTICLE 1

RECOGNITION

The County of Macomb hereby recognizes the Service Employees' International Union, Local 79, AFL-CIO, 2604 Fourth Street, Detroit, Michigan 48201, as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan for a Unit consisting of:

- A. All Licensed Practical Nurses employed at Martha T. Berry Medical Care Facility, excluding all other employees.
- B. Persons who are awaiting Michigan Licensure and who are employed as nurses in the category described above under a temporary permit issued by the Michigan Board of Nursing shall be included in the unit. All other employees shall be excluded.

ARTICLE 2

NON-DISCRIMINATION CLAUSE

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

ARTICLE 3

MANAGEMENT RIGHTS

The County of Macomb retains the sole right to manage its business including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services to maintain order and efficiency in its departments and divisions, to hire, lay-off, assign, transfer and promote employees and to determine the starting and quitting time and the number of hours to be worked subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 4

UNION MEMBERSHIP

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

ARTICLE 5

PAYROLL DEDUCTION FOR UNION DUES

- A. The County of Macomb agrees to deduct from the salaries of nurses, dues, initiation fees or service fees for Service Employees' International Union, Local 79, AFL-CIO.
- B. Individual authorization forms shall be furnished or approved by the Union and when executed, filed with the Personnel-Labor Relations Department of the County of Macomb.
- C. All authorizations filed with the Personnel-Labor Relations Department prior to January 1, shall become effective for the month of January. An authorization filed after January 1 shall become effective the second pay period in the month following the filing of the Authorization.
- D. Authorizations once filed with the Personnel-Labor Relations Department shall be irrevocable for a period of one year or until termination of the Agreement between the County of Macomb and the Union (including any extensions, renewal or modifications thereof, or any new Agreement between the County of Macomb and the Union) and such authorization shall be automatically renewed for successive periods of one year, unless written notice of its revocation is given by the nurse to the County of Macomb and the Union by Certified Mail, return receipt requested, not more than twenty (20) or less than ten (10) days prior to the expiration of each term of one year or until the termination of the Agreement between the County of Macomb and the Union (including any extensions, renewals or modifications thereof, or any new Agreement between the County and the Union) whichever occurs sooner.
- E. Dues or service fees for the Service Employees' International Union, Local 79, AFL-CIO shall be deducted in twelve (12) monthly installments beginning with the second pay period of the month following the month in which the authorization is filed and each month thereafter.

- F. The Union shall, prior to December 1 and thirty (30) days in advance of the start of each County of Macomb fiscal year thereafter, give written notification to the Personnel-Labor Relations Department of the amount of the dues, initiation fees or service fees for Service Employees' International Union, Local 79, AFL-CIO which are to be deducted.

The amount of deductions for these dues shall not be subject to change during the entire fiscal year except for one mid-year adjustment upon the Union providing the Personnel-Labor Relations Department with thirty (30) days notice of such change.

- G. All dues, initiation fees or service fees so deducted shall be sent to Service Employees' International Union, Local 79, AFL-CIO, 2604 Fourth Street, Detroit, Michigan 48201, promptly through the procedure established by the County of Macomb.
- H. The County is not responsible for dues, initiation fees or service fees after the employee's termination.
- I. PAYROLL DEDUCTION: The Payroll Deduction Form to be used in connection with this Agreement shall be in substantially the following form:

VOLUNTARY CHECK-OFF AUTHORIZATION

DATE OF HIRE: _____ 19__

I certify that the Service Employees' International Union, Local 79, AFL-CIO, is my designated collective bargaining representative and I hereby voluntarily authorize and direct my employer, _____ to deduct from my earnings during this month or the successor month, if necessary, my initiation fee and to further deduct from my earnings each month union dues for the current month in the amount determined by the local union and to pay said initiation fee and dues to the Secretary-Treasurer of said union.

This authorization and direction shall be irrevocable for the period of the joint collective bargaining agreement between my employer and Local No. 79 and I agree and direct that this authorization and direction shall be automatically renewed and shall be irrevocable for the period of each succeeding applicable joint collective bargaining agreement between my Employer and Local No. 79, unless written notice by registered mail is given by me to both the Employer and Local No. 79 not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year from date hereof, or of each applicable collective bargaining agreement between my Employer and Local No. 79, whichever occurs sooner.

SIGNED: _____

DATE: _____

ARTICLE 6

RECOGNITION OF AGENCY SHOP

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

- A. All Licensed Practical 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.
- B. All Licensed Practical Nurses hired or rehired into the bargaining unit and covered by this Agreement and 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, or pay a service fee to the Union, on and after the thirtieth (30th) day following such effective date or thirty (30) days following execution of this Agreement, whichever is later.
- C. Licensed Practical Nurses hired or rehired 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 members of the Union, or pay a service fee to the Union, on and after the thirtieth (30th) day following completion of their probation or thirty (30) days following execution of this Agreement, whichever is later.
- D. Employees who shall tender the periodic dues uniformly required, shall be deemed to meet the conditions of this Article 6.

Employees who do NOT elect to become members of the Union shall pay a service fee which shall be equivalent to the regular annual dues. They shall then be deemed to meet the conditions of this Article 6.

- E. Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues or service fees.
- F. The Employer shall be notified in writing by the Union of any member who is sixty (60) days in arrears in payment of membership dues or service fees.
- G. Failure of employees covered by this Agreement to comply with the provisions of this Article, shall, at the conclusion of the grace period of sixty (60) days referred to in Section F above and upon receipt of written request and proof of failure to comply from the Union result in the Employer terminating the employment of such employee. No employee shall be terminated under this Section, however, unless:
 - 1. The Union first has notified him/her by letter, addressed to him/her at the address last known to the Union concerning the delinquency in not tendering the periodic dues required under this Section, and warning him/her that unless such fee and dues are tendered within seven (7) days, he/she will be reported to the Employer for termination from employment as provided herein and
 - 2. The Union has furnished the Employer with written proof that the foregoing procedure has been followed, but the nurse has not complied, and on this basis the

Union has requested in writing that he/she be discharged from employment in the bargaining unit.

- H. Limit of Employer's Liability: The Union will protect and save harmless, the Employer from any and all claims, demands, suits and other forms of liability, by reason of action taken or not taken by the Employer for the purpose of complying with Article 6, Recognition of Agency Shop, of this Agreement. The Employer shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payments of any sum other than that constituting actual deductions made from wages earned by employees, as authorized by them, under the Payroll Deduction for Union Dues Provision of this Agreement.

ARTICLE 7

PROFESSIONAL NEGOTIATION PROCEDURE AND REPRESENTATION

- A. Selection of Representatives and Ratification: In any negotiations described in this Article neither party shall have control over the selection of the negotiating representatives of the other party. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Union with the approval of the Service Employees' International Union, Local 79, AFL-CIO and without ratification by the County of Macomb, but the parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification.
- B. Occupational Rights and Responsibilities Committee: Nurses covered by this Agreement shall be represented by an Occupational Rights and Responsibilities Committee composed of two (2) members. They will be nurses who are on the active payroll, and/or alternates, employed at the Facility and their selection will be in a manner determined by the nurses. The Employer will recognize the Occupational Rights and Responsibilities Committee members as representatives of the Union in the administration of the provisions of the Agreement and the grievance procedure. The Union will keep the Employer informed in writing of the nurses' names and their alternates who are members of this Committee. The alternates shall serve only in the absence of the regular members of the Committee.

The Occupational Rights and Responsibilities Committee shall process grievances at all levels of the procedure; however, the Committee or the Employer may request participation of a representative(s) of the Service Employees' International Union, Local 79, AFL-CIO once the grievance reaches Step 2.

- C. Release Time: The Employer agrees that Union members engaged during their work shift and during regularly scheduled hours they would otherwise have worked, in negotiations or special conferences on behalf of the Union with the Employer, during the term of this Agreement, shall be entitled to release time as needed without loss of salary.
- D. Professional Negotiations:
1. The Union's negotiating committee shall be comprised of no more than two (2) members, elected by the Union's membership.
 2. Professional negotiation meetings between the Parties may be held at times during the scheduled working hours of the Union's negotiating committee members. The Employer

will arrange to release the nurses from their work assignments and compensate them at their regular rate for any scheduled working hours spent in negotiations.

- E. Grievance Adjustment: The Employer will grant necessary and reasonable time off with pay during such OR & R Committee member's scheduled working hours during any calendar week to those members of the Committee or their alternates who must be present to participate in the processing of grievances. The privilege of the representatives of the Occupational Rights and Responsibilities Committee to leave their work during working hours without loss of pay is extended with the understanding that the time will be devoted to the prompt handling of legitimate grievances and will not be abused. Nurses, before leaving their assigned work to investigate or assist in the processing of a grievance, shall first secure permission of their immediate supervisor and will check in with their supervisor when they return from such grievance adjustments.

On grievances starting with Step 2, the OR & R Committee representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding the meeting.

- F. Facility Access: Representatives of the Union, after first notifying the Facility Administrator, may visit the areas of the Facility where the nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and that they do not interfere with the service of the Facility.
- G. Arbitration: The Employer will compensate any member of the OR & R Committee and/or any alternate of this Committee acting in the absence of a regular member of the Committee, for any of their scheduled working hours which are required in connection with arbitration.

ARTICLE 8

NURSING CARE COMMITTEE

A Committee consisting of not more than three (3) employee members of the LPN Staff Council shall be established for the purpose of discussing with the Director of Nursing and his/her designated nursing staff representatives (not to exceed three (3) in number) matters of mutual concern that affect the quality of nursing care. Others may be invited to meetings from time to time by mutual agreement of the Parties; provided, however, that the consent of either party to such attendance not be arbitrarily and consistently withheld.

- A. Meetings may be held monthly on a mutually agreeable date. If a problem should arise that cannot be deferred until such monthly meeting, a special meeting may be scheduled by mutual consent.
- B. A written agenda shall be submitted by the Committee at least seven (7) days prior to a scheduled meeting. If there are items which the Director desires to add to the agenda, the Chairman of the committee shall be notified of the same not less than three (3) days before the meeting.
- C. Minutes of the meeting will be kept and will be approved by both Parties prior to transmittal of same to others.

- D. Such meetings shall be exclusive of the grievance procedure and no grievance shall be considered at such meetings nor shall negotiations for altering the terms of this Agreement be held at such meetings.

ARTICLE 9

STATUS OF THE L.P.N.

- A. The Parties hereto recognize the common goal and responsibility of providing to the citizens who require it, nursing care which is both adequate and safe.
- B. The County recognizes that the Licensed Practical Nurse is an integral part of nursing and that he/she gives nursing care under the supervision and/or direction of the Registered Nurse and/or Physician in simple and complex nursing situations.
- C. The County recognizes that the Licensed Practical Nurse when acting as Unit Leader, is responsible for the direct and/or indirect nursing care of the patients assigned to him/her and that the Medical Care Facility operation requires that various auxiliary nursing personnel are expected to assist the LPN in providing nursing care.
- D. The Parties agree that, in an emergency, a Licensed Practical Nurse, to meet the immediate direct needs of a patient, may be required to perform functions which do not normally reflect the proper function of a Licensed Practical Nurse.

ARTICLE 10

SPECIAL CONFERENCES

Special Conferences mutually agreed upon will be arranged between the Unit President and the Personnel-Labor Relations Director or designee for the purpose of discussion of important matters. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union. Arrangements for such Special Conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested and agreed upon. Matters taken up in Special Conferences shall be confined to those included in the agenda. The members of the Union, if scheduled to work, shall not lose time or pay for time spent in such Special Conferences. This meeting may be attended by a representative of the Service Employees' International Union, Local 79, AFL-CIO.

ARTICLE 11

GRIEVANCE PROCEDURE

- A. The Parties intend that the grievance procedure as set forth herein shall serve as a means for a peaceful settlement of all disputes that may arise between them concerning the interpretation or operation of this Agreement without any interruption or disturbance of the normal operation of the facility.
- B. A nurse having a grievance in connection with his/her employment MUST present it to the Employer within fifteen (15) days after occurrence of alleged grievance as follows:

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

2. STEP 2: WRITTEN:
 - a. If the grievance is not settled at the verbal step, a written grievance may be filed by the Steward with the Facility Administrator within ten (10) days after the Director of Nursing and/or Assistant Director's response at Step 1. When a grievance is reduced to writing, it shall contain the name, address, position and department of the grievant, a clear statement of the grievance, the issue involved, the relief sought, the date the incident or violation took place, the specific Section(s) of the Agreement alleged to have been violated, the signature of the grievant, the signature of the Steward and the date the grievance is reduced to writing.

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

3. STEP 3: DIRECTOR OF PERSONNEL-LABOR RELATIONS:
 - a. If the grievance is not settled in Step 2, such grievance may be submitted by the Union Representative to the Director of Personnel-Labor Relations, with a courtesy copy to the Facility Administrator, within ten (10) days after the Facility Administrator's written response has been received by the Steward. A grievance number shall be mutually assigned by the Parties when the grievance is submitted to the Personnel-Labor Relations Department.

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

 - c. The decision of the Director of Personnel-Labor Relations shall be given in writing to the Union Representative with a courtesy copy to the Steward within ten (10) days of the completion of the Step 3 meeting.

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

C. SELECTION OF THE ARBITRATOR:

1. The Arbitrator shall be selected by mutual agreement of the Parties, or, in the event they are unable to agree upon an Arbitrator within five (5) days, the Arbitrator shall be selected by the Michigan Employment Relations Commission's rules and procedures.
2. The Parties shall submit to the Arbitrator all documents and facts regarding the grievance. No additional facts, not known to the other Party shall be presented or accepted at the hearing, except as such facts or information may be made available to the other Party prior to the Arbitration hearing.

D. AUTHORITY OF THE ARBITRATOR:

1. The Arbitrator selected shall have only the functions set forth herein. The scope and extent of the jurisdiction of the Arbitrator shall only extend and be limited to those grievances arising out of and pertaining to the respective rights of the Parties within the four corners of this Agreement, and pertaining to the interpretation thereof. The Arbitrator shall be without power or authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement or of applicable laws or rules or regulations having the force and effect of law.
2. The fees and expenses of the Arbitrator shall be shared by the Parties equally.
3. To the extent that the laws of the State of Michigan permit, it is agreed that any Arbitrator's decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer, and that there shall be no appeal from any such decision unless such decision shall extend beyond the limits of the powers and jurisdiction herein conferred upon such Arbitrator.
4. The Steward and grievant involved with a grievance that requires arbitration, will be compensated for normally scheduled working hours that are required in connection with the actual arbitration procedure.
5. Each Party will be responsible for compensation to witness(es) as required by the respective Party.

E. GENERAL CONDITIONS:

1. Withdrawal of Grievances: A grievance may be withdrawn and if so withdrawn, all financial liability shall be cancelled. If the grievance is reinstated, the financial responsibility shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated.
2. Computation of Back Wages: No claim for back wages paid by the Employer shall exceed the amount of wages the employee would otherwise have earned, offset by any other Employer paid benefits or compensation.
3. Time of Appeals: Any grievance not appealed within the time specified in the particular Steps of the Grievance Procedure, shall be considered settled and not subject to further review. In the event that the Employer shall fail to supply the Union with its answer in

writing to the particular Step within the specified time limits, the Union may appeal the grievance to the next Step with the time limit for exercising said appeal, commencing with the expiration date of the Employer's period for answer.

4. Nothing contained herein shall be deemed to abrogate or limit the rights guaranteed by existing statutes or court decisions.
5. Time Limits: Time limits may be extended at any Step of the Grievance Procedure by written mutual consent by the Parties.
6. All references to days as they pertain to the Grievance Procedure shall mean "working days". They do not include Saturdays, Sundays and designated holidays.
7. Nothing contained herein shall be deemed to abrogate an employee's right to discuss normal customary administrative situations with the immediate supervisor. However, if the employee deems a situation sufficiently worthy as a basis of complaint, the procedure hereinbefore set forth shall be followed.

ARTICLE 12

REGULAR EMPLOYEE

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

ARTICLE 13

EMPLOYEE EVALUATION

A newly appointed nurse shall have a written evaluation of his/her work performance from his/her immediate supervisor within three (3) months following employment and annually thereafter on his/her anniversary date. He/she shall acknowledge acceptance of such evaluation by signature. All other nurses shall have a written evaluation of their work performance from their immediate supervisor.

ARTICLE 14

SALARY INCREMENTS

After employment, each employee will be entitled to one (1) normal increment after thirteen (13)

continuous, complete two (2) week pay periods. Such increment will become effective on the first day of the fourteenth (14th) complete pay period. All increments to be approved by the Department Head before becoming effective; providing any disapproval of an increment by a Department Head shall be set forth in writing together with the reasons therefore and a copy thereof furnished to the employee and the director of Personnel-Labor Relations. Increments will not be denied except for just cause and with the approval of the Personnel-Labor Relations Director who will inform the Service Employees' International Union, Local 79, AFL-CIO of the decision in a timely manner.

ARTICLE 15

SHIFT ASSIGNMENT

When the Director of Nursing determines that a change in a shift assignment is desirable, the following procedure shall be used:

- A. Notice of the shift assignment to be filled shall be posted for a period of seven (7) calendar days on the bulletin board outside the Nursing Office.
- B. Except as provided in Section C below, Licensed Practical Nurses' shall be allowed to bid on the assignment by seniority.
- C. If, in the opinion of the Director of Nursing, the reassignment by seniority would result in a shortage on any shift, the Director of Nursing may deny the most senior employee(s) the assignment.

ARTICLE 16

RATES FOR NEW JOBS

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

ARTICLE 17

HOLIDAY BENEFITS

- A. The designated holidays are:

New Year's Day	Martin Luther King, Jr. Day
Presidents Day	One-half (1/2) day Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veterans' Day	Thanksgiving Day
The day AFTER Thanksgiving	December 24th
Christmas Day	December 31st
Floating Holiday	General Election Day in the EVEN numbered years

- B. Regular full-time employees on a seven (7) day, twenty-four (24) hour shift schedule, shall be paid for each holiday or they may request compensatory time in lieu of payment.
1. Payment shall be made in the pay period in which the holiday occurs and shall be based on the salary scale in effect on the date of payment. Holiday payment shall be in addition to the regular pay for actual time worked.
 2. Compensatory time off shall be taken within one month from the date of holiday by mutual agreement between the Supervisor and the employee, prior to the posting of the two (2) week time schedule.
 3. An employee shall receive holiday pay provided that he/she works the scheduled day before and the scheduled day after the holiday and the holiday, if scheduled, or is excused from work. Failure to receive approval by not calling in or properly notifying the Employer regarding an absence on the day before or the day after a holiday shall result in the denial of holiday pay.
- C. Regular part-time employees will be paid at the rate of time and one-half (1 1/2) for all hours worked on duly designated holidays spelled out within this Agreement.

ARTICLE 18

OVERTIME PAY

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

ARTICLE 19

WEEKEND/HOLIDAY INCENTIVE

- A. Effective April 25, 1991, a full-time Licensed Practical Nurse will receive a bonus point for each weekend day worked and each actual holiday worked.
1. A Licensed Practical Nurse must actually work the affected day and must complete a full eight (8) hour shift.
 2. The current practice of trading days shall continue; however, days traded will count as bonus points for only the Licensed Practical Nurse who actually worked the day.
- B. Bonus points can be accumulated up to a maximum of two hundred (200).

- C. Once thirty-six (36) bonus points are earned, a Licensed Practical Nurse will be notified that he/she is entitled to one (1) of the following:
1. An extra day's pay, computed at eight (8) hours, straight time, or
 2. An extra day off that can be added to an Annual Leave lasting at least three (3) working days in duration. Extra time off must be taken in full day (8 hours) increments.
 3. If option C 2. above is selected, the extra day off may not be taken on a weekend, holiday or in a pay period in which a holiday occurs, unless approval of the Director of Nursing or designee, at his/her sole discretion, is obtained.
- D. The utilization option, which is part C 1. or C 2. above, shall require Director of Nursing or designee approval prior to implementation.
- E. Part-time Licensed Practical Nurses will not be eligible for participation in this incentive program.

ARTICLE 20

ANNUAL LEAVE (VACATION)

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

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

- C. PART-TIME LICENSED PRACTICAL NURSES shall be entitled to earn Annual Leave on the basis of .038 of an hour for each hour worked, to a maximum of eighty (80) hours or ten (10) Annual Leave days per year.

PART-TIME LICENSED PRACTICAL NURSES who complete five (5) consecutive years of service, shall be entitled to earn Annual Leave on the basis of .057 of an hour for each hour worked, to a maximum of eighty (80) hours or ten (10) Annual Leave days per year.

- D. Annual Leave days may be accumulated to a maximum of thirty (30) work days, except as hereinafter provided. Employees hired on or after January 1, 1974, MAY NOT accumulate Annual Leave days in the year subsequent to year of earning. Each employee's date of hire will

be used to determine the "year subsequent" referred to above. Failure to use accumulated annual leave in the year subsequent to year of earning, will result in loss of days so accumulated.

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

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

1. A nurse may apply for a vacation between February 1 and February 28 to cover the period of March 1 to February 28. Vacation requests received by February 28 shall be granted based on seniority.
2. Requests received after February 28 shall be granted on a first-come, first-serve basis.
3. If a vacation is not granted because of staffing, a nurse may take a vacation if he/she finds a replacement not already scheduled for that time, provided this does not necessitate overtime for the replacement.
4. For the purpose of granting Annual Leave, full time employees shall have preference over part time employees.

ARTICLE 21

SICK LEAVE

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

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

ARTICLE 22

ACCUMULATED SICK LEAVE PAYOFF

- A. Retirement: An employee, who leaves employment because of retirement and is eligible for and receives benefits under Macomb County Employees' Retirement Ordinance, shall be paid for fifty percent (50%) of his/her accumulated and unused Sick Leave at employee's then current rate of pay.
- B. Deferred Retirement: An employee, who leaves employment and elects to defer retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of the employee's salary at termination of employment. For employees hired on or after January 1, 1974, this payment shall not be made until the former employee begins to receive retirement benefits. In case the former employee dies prior to the time that the retirement benefits are to begin, said accumulated payoff shall be made to the deceased employee's Sick Leave Payoff designee and shall be paid at the time of death.
- C. Payoff When There Is No Retirement:
 - 1. An employee leaving County service after ten (10) years of continuous service, who elects not to receive retirement benefits, shall receive payment representing fifty percent (50%) of his/her accumulated and unused Sick Leave computed on the basis of employee's salary at termination of employment, except as hereinafter provided. Employees hired on or after January 1, 1974, will be ineligible for and will not receive the fifty percent (50%) payment specified in this paragraph.

2. In case of death of an employee, payment of fifty percent (50%) of his/her accumulated and unused Sick Leave, at deceased employee's then current rate of pay, shall be made to the deceased employee's Sick Leave Payoff designee.

ARTICLE 23

FUNERAL LEAVE

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

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

ARTICLE 24

LEAVE OF ABSENCE

- A. A leave of absence may be requested in writing for any of the following reasons:
 1. Personal illness/injury
(Personal illness includes a woman's actual physical inability to work as a result of pregnancy, child birth, or related medical condition).
 2. Illness/injury in immediate family.
 3. Education.
 4. Military service.
 5. Personal reason.
- B. General Provisions:
 1. Leave of absence may be with pay or without pay.
 2. An employee absent from work for five (5) or more days shall be required to apply for and submit a request for a leave of absence in writing with the required documentation.

3. Failure to report for duty upon expiration of a leave of absence shall be considered a resignation. Exceptions may be approved by the Employer in situations that are beyond the control of the employee.
4. Waiting periods for Leaves of Absence eligibility:
 - a. Employees must have six (6) months or more of continuous service to be eligible for any of the following Leaves of Absence:
 - Illness/injury in immediate family
 - Education
 - Personal reason
 - Personal illness/injury
 - b. Employees shall not be required to complete a waiting period in order to be eligible for the following Leaves of Absence:
 - Military Service
 - An illness/injury for which an employee is eligible for and receiving Workers' Compensation benefits.
5. Duration of Leaves of Absence:
 - a. An approved leave of absence shall not exceed six (6) months, except that the following types of leaves of absence may have extensions of up to six (6) months granted:
 - Personal illness/injury
 - Education
 - b. All requirements for such requested extensions must be fulfilled. Extensions shall be granted or denied in writing. The aggregate total time of all extensions shall not exceed an additional six (6) months from the expiration of the original leave of absence.
6. The Department Head and the Director of Personnel-Labor Relations shall approve or disapprove all requests for Leave of Absence, except for Workers' Compensation claims which shall be governed by applicable statutes. Such approval shall not be unreasonably denied.
7. An employee who receives a leave of absence without pay shall not accrue benefits during the time which the employee is on said leave of absence without pay.

C. Types of Leaves of Absence:

1. Personal Illness/Injury:
 - a. All requests for this type of leave of absence must be submitted in writing to the

Department Head or designee. In proper circumstances, the Employer may waive the requirement that said request be in writing.

- b. The written request for a leave of absence must be accompanied by a physician's statement which includes the following information:
 - (1) General nature of personal illness/injury.
 - (2) Dates of incapacity.
 - (3) Anticipated date of return to work.
 - (4) Physician's signature.
 - (5) Physician's name, address, and telephone number.
 - c. Request for an extension must be submitted in writing at least five (5) working days prior to the expiration of the original leave of absence. The request for an extension must be accompanied by a physician's statement which includes the information in Section C, paragraph 1.b, of this Article.
 - d. The Employer may exercise the right to have the employee examined by a physician selected by the Employer before approving and granting such request for leave of absence and/or extension at the Employer's expense.
 - e. Prior to returning from a Personal Illness/Injury Leave of Absence, regardless of whether said leave is with pay or without pay, the employee shall submit to the Employer evidence in the form of a medical certificate, or other written medical documentation; said certificate or documentation shall indicate the anticipated date of return and that the employee has the ability to perform normally assigned duties and functions. At the Employer's sole discretion, it may require that a medical examination be conducted; said examination shall be at the Employer's expense.
2. Illness/injury of a member of the employee's immediate family:
- a. A leave of absence may be requested because of illness/injury suffered by a member of the employee's immediate family. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee. In proper circumstances, the employer may waive the requirement that said request be in writing.
 - b. In addition to the written request for a leave of absence, a letter from the physician attending the ill/injured member may be requested to evaluate the request.
3. Education:
- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
 - b. All requests for this type of leave of absence must be submitted at least thirty (30) days prior to the effective date of leave.

4. **Military:**

- a. All requests for this type of leave of absence must be submitted in writing to the Department Head or designee.
- b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.
- c. An employee while attending, pursuant to governmental orders the two (2) week National Guard Training, is entitled, under Federal Law, to accumulate both Sick and Annual Leave, to accumulate seniority towards longevity, and to accumulate seniority towards retirement.
- d. An employee who goes on active military duty shall have re-employment rights as provided by State and Federal Statutes.
- e. A probationary employee who enters the Armed Forces must complete his/her probationary period upon his/her return to County employment, and upon completing said probationary period, will be provided seniority equal to the time spent in the Armed Forces and the time spent in previous County service.

5. **Personal reasons:**

- a. All requests for this type of leave of absence shall be submitted in writing to the Department Head or designee.
- b. All requests for this type of leave of absence must normally be submitted at least thirty (30) days prior to the effective date of leave.

ARTICLE 25

INSURANCE BENEFITS

A. Life Insurance:

1. Active Employees:

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

2. Retirees: The Employer will provide fully paid Life Insurance coverage, in the amount of two thousand dollars (\$2,000), to employees covered by this Agreement who retire on or

after January 1, 1981, and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance.

B. Hospital-Medical Insurance:

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

a. Blue Cross/Blue Shield MVF1, and Master Medical Coverage, ML Rider and OB Rider.

b. Waiting Period: Employees who are eligible for hospital-medical insurance benefits will be covered on the first day of the month following sixty (60) days of continuous employment.

c. Effective March 1, 1990, coverage under the Prescription Drug Rider (PDR) will be offered to all eligible employees subject to the following terms and conditions:

(1) Such PDR coverage shall be limited to the \$5.00 Co-Pay Rider.

(2) The Employer will pay the monthly premium for such PDR coverage for all eligible subscribers.

d. Effective March 1, 1990, Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".

e. Effective March 1, 1990, the Employer shall offer Active employees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.

f. Effective March 1, 1990, the Employer shall begin a program to coordinate and to eliminate overlapping health care coverage. Each employee who chooses to join no County-sponsored health care plans (Blue Cross/Blue shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse or parent has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse or parent has coverage. Payments of \$375 will be made semi-annually to each employee who has not been on any County-sponsored health care program for six (6) months.

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

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

g. The Employer shall pay for the employee and his/her spouse, the full cost of

Medicare premiums as required by the Federal Insurance Contribution Act, a part of the Social Security Program, providing the employee is on the active payroll and further, employee and his/her spouse has properly applied for and receives such Medicare coverage.

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

Gainful employment is defined as applying to retiree and/or spouse of retiree who are employed subsequent to the employee retirement. If such employment provides hospital-medical coverage for both retiree and spouse, the County is not obligated to provide said coverage unless and until the coverage of either person is terminated. If the coverage is not provided to retiree and spouse, the County will provide hospital-medical coverage for the person not covered.

- f. Employees who retire under the provisions of the Macomb County Employees' Retirement Ordinance and current spouse, shall, if eligible apply for and participate in ANY National Health Insurance program offered by the U.S. Government. Failure to participate, if eligible, shall be cause for termination of Employer paid hospital-medical benefits as outlined.
- g. Effective March 1, 1990, retirees who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, shall be required to participate in Health Care savings known as "Mandatory Second Surgical Opinion" and "Predetermination of Elective Admissions".
- h. Effective March 1, 1990, the Employer shall offer retirees, who are covered by Blue Cross/Blue Shield Hospital-Medical coverage, the option of selecting the "Preferred Provider Organization" program.
- i. Effective March 1, 1990, the Employer shall begin a program to coordinate and to eliminate overlapping health coverage. Each retiree who chooses to join no County-sponsored health care plans (Blue Cross/Blue Shield, Health Maintenance Organization or Preferred Provider Organization), and whose spouse has coverage provided by another employer, shall be paid \$750 each year for every year that the spouse has coverage. Payments of \$375 will be made semi-annually to each retiree who has not been on any County-sponsored health care plan for six (6) months.

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

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

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

C. Health Maintenance Organization:

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

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

- D. Dental Insurance: A Dental Insurance Program will provide the following:
1. Employees covered by this Agreement and their dependents will be covered by a 75/25 Class I, 50/50 Class II, maximum \$800.00 per year, per person, Delta Dental Plan, or its substantial equivalence with the Employer paying the premium for said coverage.
 2. Waiting Period: Employees hired on or after January 1, 1981, who are eligible for dental benefits will be covered on the first day of the month following six (6) months of continuous employment.
- E. Optical Program: An Optical Insurance Program will provide the following:
1. Employees covered by this Agreement and their dependents will be covered by a Blue Cross/Blue Shield Vision Care Program known as Series A80, or its substantial equivalence.
 2. Waiting Period: Employees who are eligible for optical benefits will be covered on the first day of the month following sixty (60) days of continuous employment.
- F. Liability Insurance: The County shall provide for each regular employee Bodily Injury and Property Damage Liability Insurance while acting within the scope of his/her duties and Personal Injury Insurance including "false arrest" when also arising out of and in the line of duty and in the conduct of duly constituted Employer business. The cost of this insurance will be borne by the Employer.
- G. Long Term Disability: Employees covered by this Agreement will be provided a Long Term Disability program with benefits as currently provided by the present provider, or its substantial equivalence.
- H. Determination of substantial equivalency, as expressed herein, will be subject to review and agreement by the Parties to this Agreement, prior to implementation of same.

ARTICLE 26

WORKERS COMPENSATION DISABILITY

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

- A. The employee must be eligible for and receive Worker's Compensation on account of such bodily injury.
- B. The total incapacity, as above set forth, must continue for the duration of the period of compensation.
- C. Any employee suffering an injury within the meaning and definition of this paragraph shall immediately, or as soon as possible, notify his/her supervisor. If instructed by the

supervisor, the injured employee shall report to a medical facility approved by the County.

- D. The employee, so incapacitated, shall be continued on the County payroll during the period of disability compensation hereinafter set forth.
- E. For the period during which the employee is disabled and receiving pay supplemental to his/her Worker's Compensation, the employee will accumulate seniority, Sick Leave and Annual Leave time.
- F. The County shall have the right to fill the position vacated by the employee receiving Worker's Compensation, through temporary appointment or hire, for the entire period in which the position is temporarily vacant, notwithstanding Article 12, Regular Employee. A current employee filling the position on a temporary basis shall not accrue classification seniority. The position shall become a regular vacancy at the time the active employment relationship is terminated with the employee receiving Worker's Compensation.
- G. An employee returning from Worker's Compensation shall be placed in the same position, provided that said employee has produced medical certification that he/she can return to duty without restrictions.
- H. Disability compensation shall be made to such County employee in the following manner and upon the following basis:
 - 1. The compensation received by such employee under the Worker's Compensation Act shall be supplemented by payment from his/her accumulated Sick Leave Reserve (and the employee's Annual Leave Bank if the employee so chooses) of that amount of money necessary to equal his/her regular salary and the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) shall be charged only in the same proportion as his/her Sick leave Reserve (and Annual Leave Bank if the employee had so chosen) payment is to his/her regular wage or salary for the day, week, half-month, or other period. This supplement shall continue for 104 weeks or until the employee's Sick Leave Reserve (and Annual Leave Bank if the employee had so chosen) has been depleted, whichever occurs first.
 - 2. If the employee's Sick Leave Reserve (and Annual Leave Bank if the employee so chooses) has been depleted and the employee has been receiving Worker's Compensation payments for less than 104 weeks, the County of Macomb shall pay to such employee a sum of money, in addition to Worker's Compensation payments, whereby the combination of Worker's Compensation payments and such County supplement shall equal two-thirds (2/3rds) of the employee's regular wage or salary. The County's two-thirds (2/3rds) pay supplement shall be made for a period not to exceed twenty-six (26) weeks; however, in no case shall the combination of the supplement payments (H (1) and H (2)) exceed 104 weeks.
 - 3. Upon the expiration of the 104 weeks an employee unable to return to duty shall be terminated by the County. The County will have no further obligation to the former employee, unless the employee qualifies for and receives retirement benefits as provided in Article 27, Retirement System and the Macomb County Employees' Retirement Ordinance.
 - 4. Any Sick or Annual Leave earned and accrued once the County 2/3rds pay supplement begins shall be paid to the former employee upon termination of the

active employment relationship.

- I. The foregoing provisions shall neither restrict nor enlarge upon the provisions and benefits accorded by the Macomb County Employees' Retirement Ordinance relative to total and permanent disability provided for therein.

ARTICLE 27

RETIREMENT SYSTEM

- A. The Employer shall continue the benefits as provided by the presently constituted Macomb County Employees' Retirement Ordinance and the Employer and the employee shall abide by the terms and conditions thereof, provided, that the provisions thereof may be amended by the Employer as provided by the Statutes of the State of Michigan and provided further, that an annual statement of employee's contributions will be furnished to the employees.
- B. Effective February 5, 1990, Section 37 (b) of the Macomb County Employees' Retirement Ordinance is amended for employees covered by this Agreement to provide that the pension multiplier will be 2.1% and the County pension shall not exceed 63%. The employees' contribution to the retirement system will be 2.5% of their compensation received from and after the foregoing date.
- C. Annuity Withdrawal: Effective January 1, 1988, any nurse covered by this Agreement who retires on or after January 1, 1988, pursuant to Sections 24, 25 or 31 of the Macomb County Employees' Retirement Ordinance may elect, prior to the effective date of retirement but not thereafter, to be paid the accumulated contributions including interest as defined in the Macomb County Employees' Retirement Ordinance, standing to the member's credit in the employee's Savings Fund. Upon this election and the payment of the accumulated contributions and interest, the retiring member's straight life retirement allowances shall be reduced by an amount which is the actuarial equivalent of the accumulated contributions paid. The actuarial equivalent shall be determined on the basis of the interest rate established by the Pension Benefit Guaranty Corporation for immediate annuities. Such rates to be adjusted semi-annually on January 1, and July 1, of each year. After such reduction, the member may elect to receive the actuarial equivalent of the reduced allowance in accordance with the provisions of Option A, B or C as described in Section 26 of the Ordinance.
- D. Purchase Of Military Service Credits: Effective January 1, 1988, members who wish to purchase military service credits as provided in the Macomb County Employees' Retirement Ordinance (being Section 52 of such Ordinance) shall be allowed to purchase said credits through payroll deduction. Member, who chooses the payroll deduction may spread his/her purchase of military service credits over the same number of years that the member is purchasing (i.e., if two (2) years of credits are being purchased, the member will have two (2) years to use the payroll deduction option).

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

- E. Pop-Up Option: Effective June 1, 1991, a retirant may elect this option in combination with Option A or B. Under this option, a reduced retirement allowance is payable during the joint lifetime of the retirant and his/her beneficiary nominated under Option A or B, whichever is

elected. Upon the death of the retirant, his/her beneficiary will receive a retirement allowance for life equal to the percentage specified by Option A or B of the reduced retirement income payable during the joint lifetime of the retirant and his/her beneficiary. Upon the death of the beneficiary, the retirant will receive a retirement allowance equal to one hundred percent of the amount specified by Section 26(a) above for the remaining lifetime of the retirant. The reduced retirement allowance payable during the joint lifetime of the retirant and his/her beneficiary together with the retirement allowance payable to one upon the death of the other will be actuarially equivalent to the retirement allowance provided by Section 22 as a single life annuity. This provision shall be without force or effect unless or until the retirant submits acceptable documentation of the death of his/her beneficiary to the Secretary of the Retirement Commission.

- F. Deferred Retirement Allowance: Effective June 1, 1991, in the event a bargaining unit member, who has eight or more years of credited service, leaves the employ of the County prior to the date he/she has satisfied the age and service requirements for retirement provided in Section 21, for any reason except his/her disability retirement or death, he/she shall be entitled to retire at the normal retirement age and be subject to the retirement formula in effect at the time he/she left County employment and as provided for in Section 22 of this Ordinance, provided that he/she does not withdraw his/her accumulated contributions from the employees savings fund. His/her retirement allowance under the plan in effect at the employee's termination of County employment shall begin the first day of the calendar month next following the date his/her application for same is filed with the Commission after the employee would have become eligible for retirement under the plan had the employee's employment not been terminated, but not later than 90 days after the employee becomes 65 years of age.

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

ARTICLE 28

LONGEVITY

- A. The Macomb County Board of Commissioners hereby establishes a policy of payment of additional compensation to those County employees having a record of long continued employment and service with the County of Macomb, as recognition of the value of experience gained by such length of service and to encourage same.
- B. All employees represented by the bargaining unit shall be included in the Macomb County Longevity Compensation Policy.
- C. The basis of longevity compensation is as follows:
1. Eligibility of an employee shall initially commence when such employee shall have completed five (5) full years of continuous employment on or before October 31st of any year.
 2. Credit shall be given retroactively for continuous employment years of service by County employees existent as of the effective date of this Agreement.
 3. Continuous employment, for the purpose of this policy shall not be considered as interrupted when absences arise as paid vacations, paid Sick Leave, paid Worker's Compensation period not to exceed one year, or Leave of Absence Without Pay authorized

by the Department Head or designee and approved by the Personnel-Labor Relations Director.

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

4. Effective January 1, 1992 the compensation used as a basis for computation of longevity for employees shall be based on a rate of the annual salary, not exceeding \$18,000 paid to such employee as of October 31st, provided, such employee qualified as to length of service as paragraph C.1, provided, that the compensation to be utilized for computation purposes of a part-time employee entering upon full-time employment shall be the average compensation received by such employee in the previous five (5) years of employment until such time as five (5) years of service of full-time employment is attained.

The following schedule of payment shall apply and the percentage shall not exceed ten percent (10%) nor apply to a salary in excess of eighteen thousand dollars (\$18,000).

STEP	CONTINUOUS YEARS SERVICE ON OR BEFORE OCTOBER 31ST OF <u>EACH YEAR</u>	PERCENT USED, BUT ON BASE NOT IN EXCESS OF <u>\$18,000</u>
1	5 through 9	2%
2	10 through 14	4%
3	15 through 19	6%
4	20 through 24	8%
5	25 and thereafter	10%

- D. Longevity payments may be pro-rated and paid to eligible employees when they return from an approved leave of absence without pay as stated in the following provisions below. Employees who retire and are eligible for and receive benefits under the Macomb County Employees' Retirement Ordinance, or who die prior to October 31st, may receive a pro-ration of longevity payments regardless of date of retirement or death, as stated in the following provision D.1 below.

1. Employees who qualify will receive 1/12th of the applicable amounts as provided for in the Longevity Compensation schedule of payment formula for each complete calendar month of service actually worked from the preceding November 1st to October 31st. In no case shall less than ten (10) days of service rendered in a calendar month be credited as a month of service.
2. Employees voluntarily leaving the employ of the County or dismissed for cause prior to October 31st of any year shall not be entitled to longevity payments for the year of leaving nor for any portion thereof.
3. An approved Leave of Absence Without Pay for reasons of personal illness/injury, shall qualify an employee for a pro-rated longevity payment at the same time that other employees receive their payment. Employees who are on a Leave of Absence Without Pay for illness/injury in immediate family, education, military service and personal reasons will be required to return to active employment from said leave to qualify for a pro-rated longevity payment.

- E. Military service time will be included as continuous service time in the computation of future longevity payments, PROVIDED, the employee returns to the employ of the County within ninety (90) days after release from service with a branch of the U.S. Armed Forces.
- F. Longevity compensation shall be a separate and distinct annual payment to those eligible employees, but shall be considered a part of the regular compensation and, as such subject to withholding tax, social security, retirement deductions, and all other deductions required by Federal and State law and the regulations and ordinances of the County of Macomb.
- G. Computations of longevity compensation shall be made by the Employer and paid upon approval thereof by the Finance Committee of the Macomb County Board of Commissioners.
- H. Payments to employees eligible as of October 31st of any year shall be due on December 10. The annual period covered in computation of longevity shall be from November 1 of each year through and including October 31st of the following year.
- I. The foregoing longevity compensation policy is subject to such changes, amendments and termination by the Macomb County Board of Commissioners as may be in the best interest of the County of Macomb, and the Budget Committee of the Board of Commissioners shall be charged with exclusive jurisdiction to resolve and interpret all provisions thereof and matters arising hereunder not specifically covered or of doubtful construction as to meaning.

ARTICLE 29

JURY DUTY

- A. A nurse who is called for jury duty shall notify his/her supervisor immediately upon receiving notice of such call.
- B. If a nurse serves on jury duty, the County of Macomb will provide a jury pay supplement to make up the difference between the jury duty earnings and his/her normal weekly pay check upon his/her presentation to the Employer of a written statement of his/her jury duty earnings from the proper Court Official.
- C. If a nurse is called as a witness in a judicial proceeding for reasons arising out of his/her facility employment, he/she shall receive leave with pay at his/her regular straight time rate for such attendance.
- D. It is understood and agreed "day shift" LPN's assigned to Jury Duty for all or part of the shift, shall be released from duty for the entire shift.
- E. Afternoon shift LPN's assigned to Jury Duty for all or part of their shift, shall be released from duty for the entire shift.
- F. Midnight shift LPN's assigned to Jury Duty for all or part of their shift, shall be released from duty for the entire shift.
- G. It is further understood that the nurse will be paid for such time in accordance with the provisions of the Agreement between the Parties, and will not be scheduled to work extra days or make up any days lost as a result of jury duty.

ARTICLE 30

SENIORITY

- A. Probationary Period: Probationary period for new employees will be a period of six (6) months during which new employees must serve on the job to determine their ability to perform duties assigned them. Any time during this period the Employer may dismiss the employee, and such employee shall not have recourse through the Grievance Procedure and/or Special Conference provisions of this Agreement, as such recourse relates to the dismissal.
- B. Loss of Seniority: An employee shall forfeit seniority rights for the following reasons:
1. The employee voluntarily resigns.
 2. The employee is discharged and the discharge is not reversed through the Grievance Procedure.
 3. The employee is absent for the three (3) consecutive working days without notifying the Employer. After such absence, the Employer will send written notification to the employee at the last known address that the employee has lost service credit and employment has been terminated.
 4. The employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
 5. Return from Sick Leave and Leaves of Absence will be treated the same as 3 above.
 6. He/she retires.
 7. The employee withdraws his/her contributions from the Macomb County Employees' Retirement System.
- C. The Employer shall post a seniority list once each year during the month of January. The Union shall be notified every ninety (90) days of any changes in the list.

ARTICLE 31

LAYOFF AND RECALL

- A. Layoff Procedure: If it becomes necessary to reduce staffing requirements, such reduction shall be made on the basis of service time within the LPN classification.
- B. Recall Procedure: When the working force is increased after a layoff, employees will be recalled according to seniority and without loss of seniority, as defined herein. Notice of recall shall be sent to the employee at his/her last known address by Certified Mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, his/her employment shall be considered terminated. Extension will be granted by the Employer in proper cases.
- C. Recall rights for laid off employees will be limited to a period of one (1) year, or length of seniority, whichever is greater, and except for employees hired on or after January 1, 1983, who upon layoff shall have recall rights limited to length of seniority, but in no event to exceed a

period of eighteen (18) months following date of such layoff. Upon expiration of either period, whichever is applicable, the Employer shall be under no further obligation to recall the laid off employee and such employee shall forfeit his/her seniority.

ARTICLE 32

MAINTENANCE OF DISCIPLINE

- A. Licensed Practical Nurses will abide by such rules of the Facility promulgated to assure the best patient care and the efficient operation of the Facility.
- B. Discipline that is necessary will be of a corrective nature rather than punitive and will be based on verbal warnings followed by a written warning before any penalty is assigned. Verbal warnings will be noted in writing with a copy going to the person receiving the warning.
- C. No entries will be made in an employee's personnel record which adversely or negatively reflect upon an employee's performance, competency or character unless the affected employee is given a copy of same and afforded an opportunity to respond.
- D. Individual disciplinary penalties, including discharge, shall be given solely for just cause and may become a subject for the grievance procedure. An employee shall have the right to consult with a member of the OR & R Committee and to appeal any disciplinary action taken by following the grievance procedures. An employee who is discharged shall have the right to consult with the OR & R Committee member before leaving the Facility premises.

ARTICLE 33

TERMINATION OF EMPLOYMENT

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

ARTICLE 34

PROFESSIONAL MEETINGS

- A. The Employer may direct attendance by Licensed Practical Nurses at professional meetings sponsored or co-sponsored by the Union or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in his/her professional capacity. The Employer will rotate nurses to attend these meetings.
- B. Nurses desiring to attend professional meetings shall submit request to the Director of Nursing.

- C. If the Employer so directs their attendance, Licensed Practical Nurses may be given time off, without loss of pay, to attend such professional meetings and will be reimbursed for out-of-pocket expenses incurred in such attendance.

ARTICLE 35

WITHHOLDING OF PROFESSIONAL SERVICES

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

ARTICLE 36

USE OF FACILITIES

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

ARTICLE 37

EDUCATIONAL COURSES

Excused leave with pay for attendance at classes or related educational courses which are mandated by the Employer, shall be granted to Licensed Practical Nurses.

ARTICLE 38

MACOMB COUNTY LPN TRAINING FUND

- A. PURPOSE: The intents of this fund are to allow Licensed Practical Nurses' to further their education by working toward a Registered Nursing License, or to improve their existing knowledge and nursing skills.
- B. ELIGIBILITY: All full-time LPN's who have completed their probationary period will be eligible to participate.
- C. RELATEDNESS AND PRIOR APPROVAL REQUIRED: All courses, workshops and seminars must be related to nursing and, for the Registered Nursing program, must be part of the actual course of study required by the R.N. program.

Prior approval must be obtained by the Director of Nursing.

- D. REIMBURSEMENTS:

- 1. R.N. PROGRAMS: Reimbursements will be limited to thirty percent (30%) of the tuition costs for courses that are required for the nursing program toward an R.N. Licensure. Maximum amount per employee per year is \$500. Maximum amount per employee per lifetime is \$1,500.

Proof of completion of course with a grade of "C" or better shall be required to qualify for reimbursement. Proof of grade and tuition payment must be submitted to the Director of Nursing for reimbursement.

- 2. WORKSHOPS AND SEMINARS: Reimbursement will be limited to fifty percent (50%) of the cost of the workshop or seminar. Maximum amount per employee shall be \$250.

Proof of completion and payment of costs must be submitted to the Director of Nursing for reimbursement.

- E. SCHEDULE ADJUSTMENTS: The Director of Nursing will make every effort to allow LPN's time-off to attend courses which are required and are only available during working time. If approved by the Director of Nursing, the employee may use accrued annual leave or personal leave. With the consent of the Director of Nursing, the employee's shift may be re-arranged for the purpose of allowing the employee to attend classes.
- F. COMMITMENT TO CONTINUED EMPLOYMENT: LPN's who use the maximum lifetime amount of \$1,500 towards licensure as an R.N., shall be required to commit to two (2) years of additional employment with the County of Macomb after receiving the R.N. License. If the employee fails to meet this commitment, the entire \$1,500 will be reimbursed by the employee to the Fund.
- G. LIMITATION ON TRAINING FUNDS: The Training Fund allocation is limited to \$5,000 for the bargaining unit, and the program shall be maintained until the funds are depleted.

ARTICLE 39

COST OF LIVING ALLOWANCE (COLA)

- A. For the period January 1, 1991 through September 30, 1991, a quarterly cost-of-living allowance (COLA) of twenty cents (\$.20) per hour maximum will be paid for each credited payroll hour scheduled.
- B. Payment when due, will be made quarterly, by separate check, no sooner than twenty-one (21) days, nor later than thirty-five (35) days, following the last day of the previous quarter.
- C. The Parties agree that part-time employees with regular status shall receive cost-of-living allowance (COLA).
- D. Effective for the quarter beginning October 1, 1991 and thereafter, cost-of-living allowance (COLA) payments shall cease.

ARTICLE 40

MILEAGE

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

ARTICLE 41

SNOW DAY POLICY

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

- A. Employees may choose to deduct one (1) day from their accumulated Annual Leave Bank or,
- B. Employees may choose to use their personal business leave days from their accumulated Sick Leave Bank, if available.
- C. Employees who are ineligible for either of the above, may borrow against a future Annual Leave Day and/or future Personal Business Day(s) normally accruing them within a ninety (90) day period of time.
- D. Employees who terminate their County employment and who are ineligible for Annual Leave and/or Sick Leave usage, and who receive compensation under this policy, shall have such compensation deducted from any accumulated and withheld monies due them at time of termination.

ARTICLE 42

UNIFORM EXPENSE ALLOWANCE

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

ARTICLE 43

SAVINGS CLAUSE

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

ARTICLE 44

WAGE REOPENER

- A. Between November 15, 1992 and December 15, 1992, and again between November 15, 1993, and December 15, 1993, either Party may notify the other in writing of its desire to reopen this Agreement, provided such reopener shall be limited to the discussion of base wages only. Upon such notice being given, the duly authorized representatives of the Parties shall meet for the purpose of negotiating with respect to said matter. All other provisions of this Agreement shall remain in full force and effect during the conduct of negotiating a wage rate for the subsequent year. It is also expressly understood that the provisions of Article 35, (Withholding of Professional Services) shall continue in full force and effect in the event of a reopening. Except that it is expressly understood that in the event of a reopening, neither Party shall have the right to submit the issue of base wage rates to the grievance procedure (including arbitration).
- B. It is specifically understood and agreed by the Parties that in the event of a timely reopening of this Agreement, only the base wage rates contained in the Salary and Increment Schedule, shall be a subject of discussion and neither side shall make proposals of revision of any other Agreement Article, Clause, Section, Appendix, Attachment or Understanding, written or oral, and if either Party makes such a proposal(s) the other Party shall not be obligated to bargain on such proposal(s).
- C. The Employer agrees that it will not ask for a reduction in the 1992 base wage level during the 1993 wage reopening period. The Employer also agrees that it will not ask for a reduction in the 1993 base wage level during the 1994 wage reopening period.

ARTICLE 45

TERMINATION AND/OR MODIFICATION

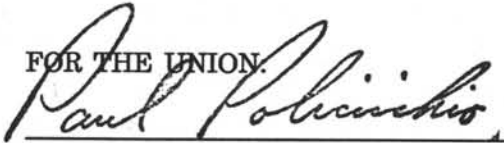
- A. This Agreement shall be and continue in full force and effect until December 31, 1994.
- B. If either Party desires to terminate this Agreement it shall, one hundred twenty (120) days prior

to the termination date, give written notice of termination. If neither Party shall give notice of termination of this Agreement as provided in this paragraph or notice of amendment, as hereinafter provided, or if each Party giving notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter subject to notice of termination by either Party on one hundred twenty (120) days written notice prior to the current year's termination date.

- C. If either Party desires to modify or change this Agreement it shall, one hundred twenty (120) days prior to the termination date or any subsequent termination date, give written notice of amendment in which event the notice of amendment shall set forth the nature of the amendment or amendments desired. If notice of amendment of this Agreement has been given in accordance with this paragraph, this Agreement may be terminated by either Party on ten (10) days written notice of termination. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the terms of this Agreement.
- D. Notice Of Termination And/Or Modification: Notice shall be in writing and shall be sufficient if sent by Certified Mail addressed, if to the Union, to 2604 Fourth Street, Detroit, Michigan 48201, and if to the Employer, addressed to Personnel-Labor Relations Director, County of Macomb, Mt. Clemens, Michigan 48043, or to any such address as the Union or the Employer may make available to each other.
- E. It is agreed and understood that the provisions contained herein shall remain in full force and effect so long as they are not in violation of applicable statutes and ordinances and remain within the jurisdiction of the County of Macomb.

IN WITNESS WHEREOF, the COUNTY OF MACOMB, a Municipal Corporation of the State of Michigan, has caused the foregoing Agreement to be executed by the Chairman of the Macomb County Board of Commissioners and by the County Clerk of the County of Macomb, as directed and authorized by the Macomb County Board of Commissioners and the Service Employees' International Union, Local 79, AFL-CIO has caused the foregoing Agreement to be executed by its duly constituted officers, all having signed on the date and year first above written.

FOR THE UNION:



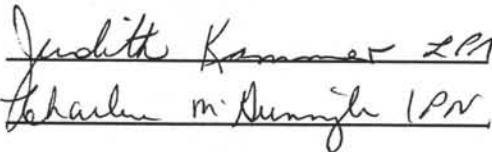
Charlotte Baum /s

FOR THE COUNTY OF MACOMB:



Director, Personnel-Labor Relations

BARGAINING COMMITTEE:



DATED: _____

SALARY AND INCREMENT SCHEDULE

Effective January 1, 1992

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>	<u>STEP 6</u>
Licensed Practical Nurse	\$20,034.96	\$20,762.17	\$21,489.40	\$22,216.61	\$22,943.83	\$23,671.05	\$24,398.26

The need for assignment as a Unit Leader shall be at the discretion of the Director of Nursing. The Parties have agreed that the Unit Leader pay for the Day Shift shall be forty-five cents (\$.45) per hour and that the Afternoon and Midnight Shift shall be thirty-five cents (\$.35) per hour. Effective July 1, 1991, Unit Leader pay for the Afternoon and Midnight Shift shall be increased to forty-five cents (\$.45) per hour.

Nurses employed on temporary permits pending Michigan Licensure, shall work at the beginning step of the salary schedule until licensed, at which time they shall be placed on the appropriate step on the salary schedule.

LETTER OF UNDERSTANDING
between
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 79, AFL-CIO
AND
COUNTY OF MACOMB

In 1992, the Employer shall provide to all members of Service Employees' International Union, Local 79, any percentage wage change negotiated between the Parties. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a gross percentage increase which exceeds that negotiated by Service Employees' International Union, Local 79 in 1992, or should non-union employees receive an across the board increase which exceeds that negotiated by Service Employees' International Union, Local 79 in 1992, the Employer shall provide an additional wage increase to the members so that Service Employees' International Union, Local 79 members receive a gross percentage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1, 1992.

FOR THE UNION:

Judith Kanner
Charlotte Baum
Paul Polcinichio

Charlotte Baum /s

FOR THE COUNTY:

William M. Israel

DATED: _____

LETTER OF UNDERSTANDING
between
SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 79, AFL-CIO
and
COUNTY OF MACOMB

In 1993, and again in 1994, the Employer shall provide to all members of Service Employees' International Union, Local 79, any percentage wage change negotiated pursuant to Article 28, Salary And Increment Schedule, Section B. However, should any other bargaining unit, with the exception of those bargaining units subject to Act 312 binding interest arbitration, negotiate a percentage wage increase which exceeds that negotiated by Service Employees' International Union, Local 79 in 1993, and subsequently in 1994, the Employer shall provide an additional wage increase to the members of Service Employees' International Union, Local 79 so that Service Employees' International Union, Local 79 members receive a percentage wage increase equal to other non-Act 312 eligible bargaining units. This increase shall be automatically factored into the basic wage rate and paid retroactively to January 1 of each subsequent year.

FOR THE UNION:

Ed M. Hunsinger

Judith Kammer LPA
Paul Polcinichio

Charlotte Baum/s

FOR THE COUNTY:

William M. Israel

DATED: _____

CODE OF CONDUCT

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

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

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

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

ACTION TO BE TAKEN

ITEM

1. First occurrence - up to 3 working days suspension or discharge.
2. First occurrence - up to 5 working days suspension or discharge.
3. First occurrence - discharge.
4. First occurrence - up to 3 working days suspension or discharge.
5. First occurrence - written reprimand. Second occurrence - up to 3 working days suspension.
6. First occurrence - Administrator may suspend.
7. First occurrence - written reprimand.
8. First occurrence - Administrator shall use proper judgement as to the offense.
9. First occurrence - Administrator shall use proper judgement as to the offense.
10. First occurrence - up to at least 10 working days suspension.
- 11.1

"In any absence from duty of three (3) or more consecutive scheduled work days, the employee shall attempt to provide twenty-four (24) hours but no less than eight (8) hours advance notice of his/her intent to return to duty; providing the employee will not be permitted to go on duty when he/she does return, nor will he/she be paid if he/she does go on duty without having provided the twenty-four (24) hour advance notice".

11.2 Sick leave may be used in accordance with the following conditions:

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

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

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

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

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

Examples of Patterns of Abuse:

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

Tardiness

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

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

It is understood that tardiness of a short duration, e.g., less than five (5) minutes shall not be

7/2/12 4/4
considered just cause for discipline under this policy unless such tardiness persists over a prolonged period of time.

Purging of Employee's Record:

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

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