

AGREEMENT

between

**CALHOUN COUNTY
BOARD OF COMMISSIONERS**

and

MICHIGAN NURSES ASSOCIATION

January 1, 2009 through December 31, 2011

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**CALHOUN COUNTY BOARD OF COMMISSIONERS
and
MICHIGAN NURSES ASSOCIATION
AGREEMENT
2009-2011**

This Agreement, entered into this 1st day of January, 2009, between the CALHOUN COUNTY BOARD OF COMMISSIONERS, hereinafter called the "EMPLOYER" and the MICHIGAN NURSES ASSOCIATION, hereinafter called the "ASSOCIATION".

RECOGNITION

Section 1.1. Collective Bargaining Unit. The Employer recognizes the Association as the exclusive representative for purposes of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for all employees employed by the Employer in the following collective bargaining unit:

All regular full-time and regular part-time registered professional nurses employed by the Calhoun County Health Department BUT EXCLUDING the supervisors, temporary nurses, and all other employees.

Section 1.2. Definitions.

- (a) Employer: The term "Employer" whenever used in this Agreement shall mean the Calhoun County Board of Commissioners.
- (b) Association: The term "Association" whenever used in this Agreement shall mean the Michigan Nurses Association.
- (c) Regular Full-Time Employee: A registered professional nurse who is regularly scheduled to work forty (40) hours per week (1.0 FTE) or a school nurse who is regularly scheduled to work 37.5 hours per week (0.76 FTE).
- (d) Regular Part-Time Employee: A registered professional nurse who is regularly scheduled to work seven and one half (7.5) hours or more, but less than forty (40) hours per week (.15 FTE).
- (e) Members: The term "members" refers only to the Calhoun County Health Department RN's represented by MNA.

Section 1.3. Temporary Employee. A temporary or seasonal employee is an RN who performs work within the MNA bargaining unit covered by this Agreement for a predetermined period of time, not to exceed ninety (90) days, unless pre-approved for a longer period of time by MNA, to fill positions left vacant due to a leave of absence, promotion, termination, paid time off, emergency, and/or special project with union approval. Temporary and seasonal employees shall not be included in the MNA bargaining unit. A temporary or seasonal employee shall not work in one particular position for more than two (2) consecutive ninety (90) day periods. Any

vacancy remaining after two (2) consecutive ninety (90) day periods shall be posted for filling as a regular part-time or full-time position. Vacancies due to a medical or military leave of absence are excluded from the ninety (90) day limit.

(a) Definitions:

Temporary/Seasonal Agency RN: An RN assigned to work within the MNA bargaining unit through a placement agency and not paid through the Health Department/Calhoun County, not to exceed ninety (90) days unless pre-approved for a longer period of time by the MNA union.

Temporary/Seasonal RN: An RN hired directly by the Health Department and paid through the payroll system to perform work within the MNA bargaining unit, not to exceed ninety (90) days unless pre-approved for a longer period of time by the MNA union.

(b) Rate of pay: Temporary/Seasonal RN's utilized by the MNA bargaining unit and not through a placement agency will receive a wage equal to Step 1 of the wage scale for the job they are performing unless pre-approved by the Union. Temporary/seasonal agency RN's will be paid directly through the placement agency at a rate determined by the placement agency.

(c) Benefits: Temporary/Seasonal RN's will receive MNA approved holidays off without pay or one and one half times their straight hourly rate if required to work the holiday. No other benefits will be offered to the temporary/seasonal RN during their temporary assignment with the County. Temporary/seasonal agency RN's will receive no benefits of any kind from Calhoun County and will not accrue bargaining unit seniority.

(d) Temporary/Seasonal to Regular Status: If a temporary/seasonal or temporary/seasonal agency RN is hired as a regular RN with the MNA bargaining unit and there is no break in service, the RN will receive County seniority for past service as a temporary seasonal or temporary/seasonal agency RN and the following will take place:

Paid Time Off and/or Longevity will be based on the participation date, which reflects credit for past service and not date of hire. However, no retroactive benefits will be provided.

The "Next Review Date" will reflect the date of hire as a regular RN and will be used for the next planned step increase provided that the RN has no changes in status, job, etc. which would require the adjustment of the "Next Review Date" prior to the next planned step increase.

Probationary periods will not be waived to reflect time served as a temporary/seasonal or temporary/seasonal agency RN.

Eligibility for insurance benefits will remain the same as a new RN based on the date of hire.

- (e) Miscellaneous: All temporary/seasonal and temporary/seasonal agency RN's will be required to follow the same policies and procedures as all MNA bargaining unit members.

REPRESENTATION

Section 2.1. Collective Bargaining Committee. The Employer agrees to recognize a collective bargaining committee comprised of not more than three (3) employee Staff Council representatives and one (1) alternate. The collective bargaining committee shall meet with Employer officials for the purpose of negotiating modifications to this Agreement. Collective bargaining committee members shall also act in a representative capacity for processing grievances for members of the collective bargaining unit, as provided in the Grievance Procedure.

Section 2.2. Identification of Staff Council Representatives. The Association will furnish the Employer in writing the names of its Staff Council representatives and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Association with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

Section 2.3. Lost Time. The Employer agrees to pay recognized employee Staff Council representatives for time spent while acting in a representative capacity during the processing of a grievance and attending meetings or negotiations with officials of the Employer, but only for the straight time hours they would have worked on their regular schedule.

ASSOCIATION SECURITY

Section 3.1. Extra Contract Agreements. The Employer agrees that, during the life of this Agreement, it will not recognize any labor organization other than the Association as the collective bargaining agent for the employees occupying, or who may during the life of this Agreement occupy, any of the job classifications covered by this Agreement pursuant to Section 1.1.

Section 3.2. No Discrimination. The Employer and the Association agree that neither shall discriminate against any employee because of race, color, creed, age, gender, marital status, nationality, disability or political belief nor shall the Employer, nor its agents, discriminate against any employee because of membership in the Association nor against any employee because of participation in Association activity.

Section 3.3. Agency Shop with Conscience Clause.

- (a) Employees may elect to join or not to join the Association.

- (b) Present employees covered by this Agreement who are not members of the Association, or who do not elect to become or remain members, shall, as a condition of continued employment pay the equivalent of the Association's regular monthly dues, referred to as a service fee, to the Association for the duration of this Agreement. Said payment shall be made on or before the thirty-first (31st) day following the effective date of this Agreement.
- (c) Employees hired, re-hired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement who do not become members of the Association shall, as a condition of continued employment, pay the equivalent of the Association's regular monthly dues referred to as the service fee to the Association for the duration of this Agreement. Said payment shall be made on or before the thirty-first (31st) day after the day following the beginning of their employment in the unit.
- (d) An employee in the association who fails to tender to the Association either periodic and uniformly required Association dues, or in the alternative, service fees in the amount equal to these dues shall be terminated by the Employer. The Association shall notify the employee by certified or registered mail explaining that the employee is delinquent in not tendering the Association dues or service fees, specifying the current amount of the delinquency and warning the employee that, unless the delinquent dues or service fees are paid within ten (10) working days of such notice, the employee shall be reported to the Employer with a request to terminate the employee as provided in this section. A copy of this letter shall be sent to the Health Officer and Human Resource Department.
- (e) If the employee does not tender his/her dues or service fees within the time specified, the Association shall submit the following notice to the Health Officer and Human Resource Department: "The Association certified that (name) has failed to tender either the periodic and uniformly required Association dues or service fees, required as a condition of continued employment under the collective bargaining agreement and requests that the employee be terminated under the terms of this agreement." A copy of this notice shall be sent to the employee. The Employer shall terminate the employee within (ten) 10 working days following the receipt of the above notice.

Section 3.4. Checkoff.

- (a) The Employer agrees to deduct from the pay of each employee the amount of Association dues or service fees required under this Agreement, provided the Employer first receives written authorization from such employee for such payroll deduction. The Employer will make such deductions only if the employee has enough pay to cover such obligation. Dues and service fee deductions will only be made in a uniform amount certified by the Association at the beginning of this Agreement and such remittance of said dues or service fees shall be made to the Association officer authorized to receive such remittance by written notice to the Employer.
- (b) The Association dues and/or service fees will be deducted from the employee's earnings from the first (1st) paycheck of each month and shall be turned over to the financial

office of the Association on or before the twelfth (12) day of each month along with the list of the names of the employees from whose paychecks such deductions have been made.

Section 3.5. Hold Harmless. The Association assumes the responsibility for the disposition of any funds collected under this Article once they have been remitted to the Association's designated officer. The Association agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken pursuant to Article 3.

MANAGEMENT RIGHTS

Section 4.1. Rights.

- (a) The Employer retains and shall have the sole and exclusive right to manage the Health Department in all of its operations and activities and its judgment in this respect shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by law and statute, along with the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines, required to provide such service; to determine the nature and number of facilities and departments to be operated and their locations; to establish or abolish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change, or alter its budget; to establish and implement affirmative action programs and to meet and discuss merit systems governing the selection and promotion of employees; to establish reasonable rules and regulations governing the conduct of its employees, and to fix and determine penalties for the violation of such rules; and in all respects to carry out the ordinary and customary functions of management.
- (b) The Employer shall also have the right to assign, transfer, discipline, suspend, and discharge employees; to promote, layoff, and recall personnel; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and, as such, they shall be subject to the Grievance Procedure established in this Agreement.
- (c) The Association hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

NO STRIKE - NO LOCKOUT

Section 5.1. No Strike Pledge. The Employer and the Association mutually recognize that the services performed by the employees covered by this Agreement are services essential to the

public health, safety, and welfare of the people of Calhoun County. The Association, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents nor shall there be any concerted failure by them to report for duty nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment or picket the Employer's premises. The Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere in any manner or to any degree with the services of the Calhoun County Health Department.

Section 5.2. Penalty. An employee who violates or disregards the prohibition of Section 5.1 shall be subject to the disciplinary procedure. It is understood, however, the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employee.

Section 5.3. No Lockout. The Association and the Employer further agree that the Employer will, under no circumstances, lockout any of the members of the Association covered by this Agreement.

GRIEVANCE PROCEDURE

Section 6.1. Definition of Grievance. A grievance shall be defined as a dispute by an employee concerning the application, interpretation, or alleged violation of the specific provisions of this Agreement as written.

Section 6.2. Grievance Procedure. All grievances shall be processed in the following manner, except for a grievance which is the result of a suspension or a termination.

- (a) Step 1. An employee who believes he/she has a grievance shall discuss the matter with the Division Manager within five (5) working days after the events which caused the grievance or within five (5) working days after the employee could reasonably have learned of the event upon which the grievance is based. (A notation signed by both the grievant and management will document the date of discussion.) If requested by the employee, the Grievance Representative may be present. The Division Manager shall inform the employee of his/her decision in writing within five (5) working days following the discussion of the matter.
- (b) Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievance shall be submitted, in writing, to the Health Officer within five (5) working days from the date of receipt of the last reply, or within ten (10) working days following the Step 1 discussion, whichever is earlier. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Grievance Representative and the affected employee(s), if available. There shall be a meeting with the Grievance Representative, the grievant and the Health Officer within ten (10) working days following receipt by the Health Officer. The Health Officer shall reply in writing to the grievant within five (45) working days following the meeting.

- (c) Step 3. If the grievance is not satisfactorily resolved at Step 2, it shall be submitted by the Grievance Representative, or grievant if the representative is not available, to the County Administrator/Controller or designated representative within five (5) working days following the Health Officer's answer at Step 2. The Chairman of the Board of Health, the County Administrator/Controller or designee, the Association Labor Representative, the Grievance Representative and the grievant(s) shall meet to discuss the grievance within fourteen (14) working days following the receipt of the grievance by the Administrator/Controller or designee. The employer shall give a written answer to the Association Labor Representative, the Grievance Representative and the grievant(s) within fifteen (15) working days of the meeting.

Section 6.3. Time Limitations. The time limits established in the Grievance Procedure shall be followed by the parties. If the Association fails to present a grievance in time or to advance to the next Step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next Step. The time limits established in the Grievance Procedure may be extended by mutual agreement of the parties in writing.

Section 6.4. Grievance Resolution. All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the Grievance has economic implication over five hundred dollars (\$500.00), must be approved by the County Administrator/designee within thirty (30) calendar days after being notified of the Step 1 or Step 2 settlement before it shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the County Administrator/designee under this Section. If the resolution of a grievance is not approved, the Association shall have fifteen (15) calendar days following receipt by the Association Representative of notice of the County Administrator/designee's action to resubmit the grievance to the next higher Step in the Grievance Procedure than the Step held prior to such disallowance. If the grievance is not resubmitted in a timely fashion it shall be deemed to be withdrawn.

Section 6.5. Time Computation. In computing days under the Grievance Procedure, Saturdays, Sundays, and Holidays recognized under this Agreement shall be excluded and does not include the day of the event.

Section 6.6. Grievance Form. The grievance form shall be mutually agreed upon by the Employer and the Association.

Section 6.7. Grievance Settlement. With respect to the processing, disposition, or settlement of any grievance initiated under this Agreement, the Association shall be the representative of the employee or employees covered by this Agreement. The disposition or settlement by and between the Employer and the Union, of any grievance or other matter shall constitute a full and complete settlement and shall be final and binding upon its members, the employee or employees involved, and the Employer. The satisfactory settlement of all grievances shall be written on or attached to each copy of the written grievance and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedence for any future grievance.

Section 6.8. Suspension/Termination. A grievance which is the result of a suspension or termination shall be filed at Step 3 within five (5) working days after the employee is notified of the suspension or discharge. The grievance shall be filed in writing and shall name the employee involved, state the facts giving rise to the grievance, identify the contract Section(s) alleged to have been violated, identify the basis of the grievance, indicate the relief requested, and be signed by the Grievance Representative and the affected employee.

ARBITRATION

Section 7.1. Arbitration Request. In the event that a grievance involving the application, interpretation, or enforcement of the provisions of the Agreement shall not have been satisfactorily adjusted during the three (3) Steps of the Grievance Procedure, the Association may submit the grievance to arbitration by giving written notice to the Employer or its designated representative within thirty (30) working days after receipt of the last answer by the Employer in Step 3 of the Grievance Procedure. If the Employer fails to answer the grievance within the time limits set forth in Step 3 or fails to hold a meeting to discuss the grievance within the time limits established in Step 3, the Association, if it desires to seek arbitration, must give written notice to the Employer or its designated representative no later than thirty (30) working days following the date the Employer's Step 3 answer would otherwise have been due. By mutual agreement, this time limit may be extended by the parties involved in writing, provided the length of the extension period is specified. If arbitration is not sought within the thirty (30) day period specified in this Section, the matter shall be considered withdrawn by the Association.

Further, the Association must request a panel of arbitrators from MERC no later than two (2) weeks following its notification of interest to seek arbitration which may be extended through mutual agreement.

Section 7.2. Selection of Arbitrator. If a timely request for arbitration is filed by the Association, the parties to this Agreement shall promptly select by mutual agreement one (1) arbitrator who shall decide the matter. If the parties are unable to agree upon an arbitrator, the arbitrator shall be selected by each party alternately striking a name from a panel of seven (7) arbitrators submitted by the Michigan Employment Relations Commission. Either party to this Agreement may reject the first (1st) list submitted by the Michigan Employment Relations Commission, provided the party which does so must immediately request a new list. The remaining name shall serve as arbitrator, whose fees and expenses shall be shared equally by the Employer and the Association. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives, and legal counsel.

Section 7.3. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. He shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power or authority to alter or modify this Agreement in any respect, directly or indirectly, or any authority to hear or determine any dispute involving the exercise of any of the Employer's inherent rights not specifically limited by the express terms of this Agreement. Further, the arbitrator shall not be empowered to consider any question or matter outside this Agreement or to change or set a wage rate. If the issue of arbitration is raised, the arbitrator shall only decide the merits of the grievance if arbitration is

affirmatively decided. The arbitrator's decision shall be final and binding upon the Association, the Employer, and employees in the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than thirty (30) days prior to the time the grievance was first submitted in writing.

Section 7.4. Subpoenas. The Parties agree that the Arbitrator, consistent with State and Federal law, shall have the power to issue subpoenas, both *Duces Tecum* and *Ad Testificandum*. Such subpoena shall be fully enforceable.

SPECIAL CONFERENCES PROCEDURE

Section 8.1. Special Conferences. Special conferences for important matters shall be arranged between the President or Vice President of the Staff Council and the Health Officer/designee upon the request of either party. Such meetings shall be between no more than three (3) representatives of the Association, an MNA Labor Relations Representative and, unless otherwise agreed to by the parties, no more than three (3) representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up shall be presented at the time the conference is requested. Matters taken up on special conference shall be confined to those included on the agenda. The agenda may be amended at the Special Conference with mutual consent between the Association and the Employer. Special conferences requested shall be scheduled within ten (10) working days of the time of the request, which may be extended upon written mutual agreement among the Association and the Employer, and shall be scheduled during regularly scheduled working hours. The members of the Association shall not lose time or pay for time spent in such special conferences. There shall be a mutual agreement regarding the disposition of items on the agenda which have been discussed. It is expressly understood that by attending such conferences, neither party shall be obligated to negotiate, modify, or otherwise change the terms of this agreement.

SENIORITY

Section 9.1. Definition of Seniority. MNA seniority shall be defined as the length of an employee's continuous service within the MNA bargaining unit set forth in section 1.1 measured from the date of his/her initial entry into the MNA bargaining unit. This date is to be used for the purpose of layoff, recall, job bidding, and paid time off scheduling.

County seniority shall be defined as the length of an employee's continuous service within the County measured from the most recent date of hire. An employee who returns to the County on or after January 1, 2009, after a separation of five (5) years or less shall have his or her previous full years of County seniority reinstated after one (1) year of full time continuous employment, except in the Defined Benefit Pension Plan. Partial years of prior service shall not be credited. "Years" shall be calculated from anniversary date of hire and termination. This date is to be used for the purposes of longevity, paid time off accruals, 401(k) and defined benefits.

Classifications include: PHN's, RN Coordinators, and RN Practitioners.

An employee's "last date of hire" shall be the most recent date upon which the employee commenced work.

Employees who commence work on the same date shall be placed on the seniority list in alphabetical order by the employee's last name.

Section 9.2. Seniority List. The Human Resource Department shall be responsible for maintaining a seniority list for all regular employees included in the bargaining unit. The Employer agrees to submit a current seniority list to the Association upon request up to once a month.

Section 9.3. Seniority Accumulation. Employees shall have no MNA seniority until after they have completed the probationary period set forth in Section 9.6, after which time the employee's MNA seniority shall be retroactive to their last date of hire. All non-probationary employees covered by this Agreement shall continue to accumulate MNA and County seniority while on a Leave of Absence or Layoff. No retroactive adjustments will be made.

Section 9.4. Seniority Application. Application of MNA and County seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 9.5. Loss of Seniority. An employee's MNA and County seniority and the employment relationship with the Employer shall automatically terminate for any of the following reasons:

- (a) The employee voluntarily resigns, or,
- (b) The employee is discharged or terminated for cause, or,
- (c) The employee fails to give notice of his/her intent to return to work within three (3) working days and/or fails to report for work within seven (7) calendar days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records. It shall be the responsibility of the employee to provide the Employer with a current address, or,
- (d) The employee is absent from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence, or,
- (e) The employee gives false reason in requesting a leave of absence or uses the leave of absence for reasons other than requested, or,
- (f) A settlement with the employee has been made for total disability, or,
- (g) The employee is voluntarily retired, or,
- (h) The employee falsified pertinent information on his/her application for employment, or,
- (i) The employee has been absent from work due to layoff or leave of absence (other than military leave) for a period of one (1) year, or a period of time equal to the employee's bargaining unit seniority at the commencement of the absence, whichever is less, or,

(j) The employee refuses to accept recall from layoff.

Section 9.6. Probationary Period. Except as otherwise provided, all new regular full-time and regular part-time employees shall be considered probationary employees for a period of three (3) months, without regard to the number of hours worked within the three (3) month period, after which time their seniority shall relate back to their last date of hire. For employees who are absent during the probation period due to a leave of absence, layoff or disciplinary suspension, the probation period shall be automatically extended for the number of days equal to such absence. Upon written notice to either a regular full-time or regular part-time employee before the probationary period has expired, the probation period may be extended for up to an additional three (3) months. Until an employee has completed the probationary period, he/she may be disciplined, laid-off, recalled, terminated, or discharged at the Employer's discretion without regard to the provision of this Agreement and without recourse to the Grievance Procedure set forth in this Agreement. There shall be no seniority among probationary employees.

Section 9.7. Freezing Seniority. Bargaining unit seniority will be frozen for one (1) year when a nurse transfers to a position within the County but outside the bargaining unit. If the transfer exceeds one (1) year the nurse's bargaining unit seniority will be lost.

LAYOFF AND RECALL

Section 10.1. Notification of Layoff. Notice to Association: In the event it becomes necessary for a layoff, the Employer shall attempt to meet with the proper Association representatives at least two (2) weeks prior to the effective date of the layoff. At such meeting, the Employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and classification. At this meeting the Employer will make known to the Association the reason for the layoff.

Section 10.2. Layoff. When it is determined by the Employer that the work force is to be reduced, layoff shall occur from the affected classification in the affected program (for purposes of this section, examples of "program" might be School Nurses, Immunization, Communicable Disease, etc.). The order of layoff in the affected program shall be temporary employee(s) first, followed by probationary employee(s) followed by the RN in the affected program with the least MNA seniority. However, before a layoff is implemented the RNs in that program may be offered a voluntary layoff starting with the most senior RN. Any employee choosing a voluntary layoff must accept and abide by the following conditions as listed in Section 10.5. Voluntary Layoff.

Upon being laid off from a program, an RN may bump the least senior RN in the Health Department, provided that the RN has more seniority than the RN being replaced. There will be a forty-five (45) day training period. If at the end of the training period it is determined that the RN who has bumped does not possess the clinical skills, training, ability to perform the required work, then that RN will be laid off and the bumped RN will be recalled to that position. The skills must be evaluated by an RN in a supervisory position and relayed to the Health Officer who will have the final decision.

The RN must notify their Division Manager of intent to bump within five (5) days of the notice of layoff. An employee exercising bumping rights under this section retains the right of recall to their former position, except school nurses.

A full-time employee shall not bump into a part-time position unless there is not a full-time RN with less seniority. The RN exercising the bumping rights must have more seniority than the part-time employee. The hours will remain part time. A part-time employee shall not bump into a full-time position in any circumstances.

Section 10.3. Recall. In the event the work force is increased, recall to work shall be in reverse order of layoff by MNA Seniority, provided, however, the employee returned to work must be able to perform the required work and must not have lost his/her recall rights pursuant to Section 9.5.

Section 10.4. Notification of Recall. Notification of recall shall be by personal contact, telephone call, or written communication confirmed in writing by certified mail to the employee's last known address. A copy of such notification shall be issued to the Staff Council President or Vice-President. The notice shall set forth the date the recalled employee is expected to return to work.

Section 10.5. Voluntary Layoff.

- (a) Except as provided in subsection (c), in the event that layoffs are necessary, the Employer may offer bargaining unit employees the option of voluntary layoff. Voluntary layoff shall be for no less than one (1) week or more than thirty (30) days provided an employee on voluntary layoff may be recalled at any time. Employees on voluntary layoff shall not have benefits reduced except that such employees shall not accumulate paid time off while on layoff status. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Alternative layoff schedules of less than thirty (30) days may be implemented upon mutual agreement between Employer and employee.
- (b) Except as provided in subsection (c), in the event that layoffs are necessary, the Employer may offer bargaining unit employees the option of a voluntary reduction of work hours to circumvent a layoff or to reduce the number of laid-off employees. Employees can return to a normal schedule upon the giving of thirty (30) days written notice to the Employer. The Employer can return the employee to a normal schedule at any time. Employees on voluntary reduction of work hours, working 32 hours per week or more, shall not have benefits reduced. Employees shall not reduce their work hours to less than 32 hours per week. Continuation of benefits shall be subject to the employee's payment of any required co-pay. Voluntary reduction of work hours shall not last longer than six (6) months per employee per calendar year, unless mutually agreed between Employer and employee.
- (c) In the event that more employees than necessary volunteer for layoff or reduction of hours, the most senior volunteers shall be granted the layoffs/reduction, provided the Employer shall not be obligated to grant a voluntary layoff/reduction request where

remaining employees would not have the qualifications, certification and present ability to fully and properly perform the remaining required work.

PERSONNEL TRANSACTIONS

Section 11.1. Promotion. A promotion shall be considered the movement of an employee to a salary grade the maximum of which is higher than the employee's current salary grade. Upon promotion, the employee shall be placed in that Step of the new salary grade that provides an hourly salary increase of at least forty cents (\$0.40) per hour. An employee shall not be placed in a Step of the new salary grade which is higher than the Step of the current grade.

This advancement will result in a new "Next Review Date" meaning that the employee will receive their next step increase one (1) year from the date of the increase replacing the originally planned step increase prior to the position change.

As of January 1, 2006 all employees will be grandfathered in at their current classification. All new hires and bids for open positions will be paid at the classification level required for the position.

Section 11.2. Reclassification. A reclassification from one classification to another at a higher salary grade shall be treated for salary purposes as a promotion.

Section 11.3. Voluntary Demotion. A voluntary demotion shall be considered the movement of an employee to a salary grade the maximum of which is lower than the employee's current salary grade, provided that such a movement is with the consent of the employee. Upon such a voluntary demotion the employee shall be placed into the same Step of the lower salary grade which the employee currently holds in the higher salary grade. In the event that an employee had previous service in the lower classification, he shall be placed into the same Step which he held previously in that classification or which he holds currently, whichever Step is higher.

This change will not result in a new "Next Review Date" meaning that any future advancements within the employee's wage scale will be governed by the planned step increase prior to the position change.

Section 11.4. Involuntary Demotion. An involuntary demotion shall be considered the involuntary movement of an employee to a salary grade the maximum of which is lower than the employee's current salary grade. This change will not result in a new "Next Review Date" meaning that any future advancements within the employee's wage scale will be governed by the planned step increase prior to the position change.

Section 11.5. Transfer. A transfer shall be considered the movement of an employee from one classification to another classification within the same salary grade. Upon transfer, the employee shall retain his/her current Step within the salary grade.

Section 11.6. Temporary Assignment. A temporary assignment shall be considered the movement of an employee to a salary grade, the maximum of which is higher than the employee's current salary grade, provided such temporary assignment is in excess of thirty (30)

calendar days and the employee has been specifically designated by the Health Officer as occupying the temporary assignment or as serving in an "acting" capacity. After thirty (30) calendar days in such a temporary assignment, the employee shall be paid at the higher salary rate as of the beginning date of the temporary assignment. The provisions shall not be used to avoid the higher rate of pay through the use of arbitrary interruptions of the "acting" status of the employees.

Section 11.7. Administrator/Nurse Coordinator Duties. An employee assigned administrative/nurse coordinator duties will be expected to fulfill their professional responsibilities to their fullest ability in order to further the purposes of the program and the Employer, and without regard to the fact that other personnel in the program may be members of the Association or the same bargaining unit. Such responsibilities may include verification of time cards; approval of time off requests within established parameters; participation in evaluation of job candidates; assistance in developing and updating standing orders, policies and procedures; assistance with educational programs, etc.; provided no member of the bargaining unit shall be authorized or expected to make a final decision on hiring a bargaining unit employee; to take disciplinary action against another member of the bargaining unit; to be responsible for budget development or oversight; or to engage in other traditional management responsibilities. An employee in the Nurse Practitioner classification assigned such duties will be paid at the Nurse Practitioner rate.

JOB POSTING

Section 12.1. Job Posting Procedure.

- (a) Regular full-time positions in the bargaining unit that are expected to last more a than thirteen (13) weeks and become vacant shall be posted by the Employer, along with the job description, on designated bulletin boards, in at least one (1) place in each worksite which is conspicuous to nurses during the normal course of their duties. In order to insure each worksite receives postings in a timely manner, the postings will be faxed to each site and posted upon receipt. Such posted positions shall indicate the Department having the vacancy, the nature of the position, the salary, and requirements of the position to be used for selection purposes. Positions shall be posted for no less than seven (7) working days in each worksite.
- (b) Employees in the bargaining unit who apply for the position shall be given first consideration if deemed qualified by the Division Manager/Health Officer. All qualifications being equal, the more senior employee shall be given first consideration. Nothing shall prevent a Division Manager/Health Officer from selecting an employee outside the bargaining unit or outside County service who is deemed by him to be more qualified.
- (c) The posting will be posted in each office. If there is an offsite office the posting will be faxed to that office.

DISCIPLINARY ACTION, SUSPENSION, AND TERMINATION

Section 13.1. Disciplinary Procedure.

- (a) An investigatory conference shall be held in a timely manner prior to the imposition of a discipline. The employee shall be afforded the opportunity to have a staff council representative available at all parts of the procedure.
- (b) When disciplinary action, suspension, or termination becomes necessary, the principles of corrective discipline shall, to the fullest extent possible, be followed.
 - (i) A Division Manager shall discuss the employee's infraction of rules or policies with the employee. The Division Manager may place a notation of the discussion in the employee's personnel file.
 - (ii) Upon subsequent infraction, the Division Manager may formally reprimand the employee in writing. Such reprimand shall become part of the employee's personnel record and a copy of the reprimand shall be given to the employee.
 - (iii) The employee shall receive a copy of all written matters pertaining to the employee's service and the employee shall have the right to inspect his/her personnel file at times convenient to the employee and the Employer. The employee shall have the right to enter into his/her personnel file written response to any critical comments or reprimands in his/her file.
 - (iv) Upon continued infraction, the Division Manager may suspend the employee.
 - a. The length of suspension shall be based on the nature of the offense and the number and length of previous suspensions.
 - b. Notification of a suspension shall be in writing to the employee and become part of the employee's personnel record.
 - (v) Failure of the employee to respond to corrective measures shall lead to his/her termination from Health Department Employment.
 - (vi) Nothing contained in this Section shall preclude the Employer from immediately disciplining, suspending or dismissing an employee for just cause.
 - (vii) Two (2) years after a discipline has been issued, the employee may request that the written discipline be removed from the employee's personnel file, if there have been no further instances related to the discipline.

Section 13.2. Performance Issues. Before an employee can be discharged for incompetence, after completion of the probationary period, the Employer and the employee (with a staff council member present if desired by the employee) will evaluate the areas of work performance issues and develop an Action Plan for the employee to follow to correct any work performance issues.

Thirty (30) days will be allowed for performance improvement, excluding any unsafe nursing practices.

SALARIES

Section 14.1. Salary Schedule. The wage schedule appears in Appendix A and results from the implementation of the following increases:

Effective the first day of the first full pay period of 2009, add \$0.40 across the board

Effective the first day of the first full pay period of 2010, add \$0.40 across the board, plus \$0.30 across the board for change to Employer's insurance contribution being fixed at 90% of designated standard plan

Effective the first day of the first full pay period of 2011, add \$0.40 across the board, plus \$0.30 across the board for change to Employer's insurance contribution being fixed at 85% of designated standard plan (Note: Thirty cents (\$0.30) of this wage rate is dependent upon the occurrence of two events: (a) the County Board of Commissioners exercising its right to limit health care payments to 85% of the premiums and other costs for the County's designated standard health care plan in 2011; and (b) the total projected "per employee" costs for the County's designated standard health care plan in 2011 increasing no more than ten percent over the same measure of costs for 2010. If either of these events does not occur, the Employer may reopen negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 1 of 2011.

Wage Reopener. If the County's total revenues for any calendar year of this Agreement do not increase at least two percent (2.0%) over total revenues for the preceding calendar year, the Employer may reopen negotiations as to wages to be paid in the subsequent calendar year(s) by giving written notice of reopening to the Union.

Section 14.2. Pay Grade Step Increases.

- (a) The parties hereto agree that there shall be levels of pay grade Step increases as provided for in Appendix A.
- (b) All pay grade step increases shall, during the life of this Agreement, be based upon continuous service within the salary classification, as established by the employee's MNA seniority date. However, if an employee is not performing satisfactorily, the Health Officer shall inform the Board of Health, Human Resource Department, and the employee in writing of the reasons for such unsatisfactory service and the remedial steps to be taken to correct same at least thirty (30) calendar days prior to his/her eligibility for a Step increase, and said increase may then be postponed for as long as ninety (90) calendar days to provide the employee an opportunity to improve his/her performance.

By no later than the conclusion of the ninety (90) calendar days, the employee shall either receive the Step increase retroactively if there has been satisfactory improvement in performance or the services of the employee shall be terminated.

Section 14.3. Hiring Above the Minimum. The Employer agrees that it will not hire above Step two (2) except in unusual situations, in which case the Staff Council will be notified through the special conference procedure.

Section 14.4. Longevity. Employees covered by this Agreement hired prior to March 20, 2003, shall be paid a longevity bonus, determined by the employee's County seniority. A regular full-time employee who has completed a minimum of five (5) years of continuous service shall receive longevity benefits calculated on the basis of Fifty Dollars (\$50.00) for each full year of continuous service, up to the maximum payment of One Thousand Dollars (\$1,000.00). Employees receiving a longevity bonus of One Thousand Dollars (\$1,000.00) or greater as of January 1, 2006 will be grandfathered at the One Thousand Five Hundred Dollar (\$1,500.00) maximum payment. There shall be no prorated longevity payment upon an employee's termination for any reason whatsoever. Longevity payments shall be paid in the same pay period of which the employee's anniversary date falls based on County seniority. Employees hired prior to March 20, 2003 are eligible for longevity benefits. Employees hired after March 20, 2003, will not be eligible for longevity benefits.

Section 14.5. Salary Computation. The annual salary is determined by multiplying the hourly rate times the number of hours scheduled to work per year based on FTE.

Example:	40 hours per week	1.0 FTE	2080 hours
	20 hours per week	0.5 FTE	1040 hours

Section 14.6. Direct Deposit. Beginning Pay Period 1, 2006, all current employees and new hires will be required to be paid by direct deposit. Each Employee may annually designate up to five accounts into which direct deposits will be made each payroll period.

HOURS OF WORK AND OVERTIME

Section 15.1. Normal Workday - Workweek. The normal workweek for full-time employees shall consist of five (5) consecutive eight (8) hour days, exclusive of lunch periods, followed by two (2) consecutive days off. The Employer recognizes the need for differing start and stop times for each day and therefore will make every effort to work with employees to establish a reasonable daily work schedule based on each program's needs. An Employee shall be allowed up to sixty (60) minutes without pay for lunch. If an employee is required to work through his/her lunch, he/she will be paid for that time or notify their Division Manager that they will be leaving early. Working through lunch periods or leaving early requires prior approval from the Division Manager, except in cases of medical emergencies. Each employee shall receive a paid fifteen (15) minute break during the first half of their regular eight (8) hour shift and a paid fifteen (15) minute break during the second half of their regular eight (8) hour shift. If an employee does not work an eight (8) hour shift, they shall be entitled to paid breaks on a pro-rata basis (i.e., five hour employees shall receive 18.75 minutes per five hours or .0625 minutes for each hour worked). Nothing contained in this Agreement shall be deemed to constitute a

guarantee of any minimum number of hours work or pay during any workweek or workday. The Employer specifically reserves the right to reduce the number of hours per workday or per workweek, after consultation with the Association, if economic conditions warrant.

Section 15.2. Scheduling. The Employer shall have the right to determine, establish, and modify the scheduling and manpower requirements to meet the needs of the Department and the public it services. The Employer will give the employee forty-eight (48) hours prior notice for temporary changes. For schedule changes longer than two (2) weeks and absent an emergency, changes to a regular daily work schedule resulting from a change in business hours shall not occur unless the employee has received two weeks written notice and the employer and Association have met to try and develop a mutually agreeable schedule before implementation.

Section 15.3. Overtime. All employees shall be expected to work reasonable amounts of overtime upon request. Overtime must be approved by the Health Officer or designee. Whenever possible, employees shall be given at least twelve (12) hours' notice when overtime is required. The Employer shall have the option of granting an employee's request to be paid for overtime in lieu of taking compensatory time.

Section 15.4. Compensatory Time. Compensatory time off shall be allowed in lieu of pay for overtime at the employee's election under the following circumstances:

- (a) Compensatory time may accumulate to a maximum of eighty (80) hours.
- (b) If compensatory time is taken, it must be used in increments of no less than four (4) hours.
- (c) If an employee has reached the maximum accumulation of eighty (80) hours, or because of budgetary concerns, the Employer reserves the right to schedule time off in lieu of pay, provided the Employer informs the employee before the employee works the overtime and the employee has the right to refuse the overtime without consequences.

Section 15.5. Flex Time. Flex time may be used upon mutual agreement between Employee and Employer, to allow an Employee to flex his or her schedule on one day (or less) intervals to accommodate an Employee's occasional medical, dental, personal appointment or need which cannot be scheduled outside of the employees established work schedule. Requests for flex time shall be granted unless the request unreasonably interferes with the efficient operation of their Department and the Employer's obligations to the general public. The Employer shall not require an employee to utilize flex time in lieu of overtime absent an agreement with the employee before the overtime is actually worked.

Section 15.6. Travel Time. Time spent traveling between assigned worksites during an employee's work day will be counted as work time for pay purposes. Employees required to travel between assigned worksites will be paid mileage for the distance between sites. When an employee is required to fill in for another employee at a worksite, the Division Manager will inform the employee of the start time and site to which he/she is to report as soon as reasonably possible. Upon approval, employees traveling to attend seminars/conferences will be

compensated for time that would otherwise be scheduled work hours. Reimbursement for other travel related expenses will be made pursuant to the Calhoun County Board of Commissioners Travel Policy.

Section 15.7. Premium Pay. An employee who has finished his/her scheduled work shift and left the Employer's premises will receive a minimum of three (3) hours of pay at straight time or time and one-half for all hours worked, whichever is greater, if the employee is called back to work by the Employer.

LEAVES WITH PAY

Section 16.1. Benefit Eligibility. Regularly employed persons working full time shall be entitled to the full employee benefits herein provided. Regularly employed part-time employees shall be entitled to benefits based upon the employee's full time equivalency (FTE).

Section 16.2. Paid Time Off. Paid Time Off (PTO) replaces the previous provisions of vacation and personal day accruals.

Regular full-time employees will accrue PTO benefits in accordance with the following schedule for each full payroll period for which they receive their regular salary.

Years of Service Required	Paid Time Off per pay period
Start through fourth years	5.55 hours
Fifth through ninth years	7.09 hours
Tenth through fourteenth years	8.63 hours
Fifteenth and subsequent years	10.17 hours

Regular part-time employees will accrue PTO benefits on a pro rata basis in accordance with their FTE for each full payroll period for which they have credited service equal to their regular schedule of hours.

A regular employee whose first day of work is the first Monday of a pay period and who works all scheduled hours for the balance of the pay period shall be credited with pro rata PTO for that pay period.

PTO Scheduling. Any request to use PTO must be made to the employee's Division Manager as early as possible, unless an illness, injury or emergency exists which prevents giving the required notice. Illness, injury and emergency use of PTO will not be construed to relieve an employee of the responsibility to comply with the Employer's required procedures concerning notification of absence from work. An absence of three (3) days or more may require documentation in the form of a doctor's note.

Consideration of employee preferences in scheduling non-emergency use of PTO will be given whenever possible and practical. However, non-emergency use of PTO will be at the discretion of the Division Manager/department head and may be denied if the absence of the employee would unreasonably interfere with the efficient operations of the Employer or the Employer's obligations to the public.

Once the PTO is approved it cannot be rescinded, barring a Countywide or National emergency where the services of the Calhoun County Public Health Department are critical to the response.

The date the non-emergency use of PTO was requested and the employee's length of service may be criteria used for resolving scheduling conflicts when two or more employees request the non-emergency use of PTO for the same periods of time, provided that the request(s) was submitted with as much advance notice as possible.

An employee's request for non-emergency use of PTO will be considered granted if not responded to within ten (10) work days of submission.

Employees leaving from or returning to work from unpaid time off, resulting from a worker's compensation, sickness and accident claim, military leave or FMLA, on any date other than the first day of the pay period shall be entitled to accrue a pro rata share of PTO for that pay period. Employees commencing work with the Employer on other than the first day of the pay period may also accrue a pro rata share of PTO for that pay period.

Only accrued PTO from previous pay periods can be utilized for time off. Current pay period accruals cannot be used for current pay period time off.

On each employee's anniversary date, his/her unused PTO benefits up to a maximum of 240 hours may be carried forward into the following year.

Benefit on Termination. There shall be no pro rata PTO benefit payments upon an employee's termination for just cause or for voluntary termination without two (2) weeks written notice. In the event of layoff, an employee who still retains call-back rights on his/her anniversary date will have remaining PTO benefits available upon return to work. Employees will be paid for earned but unused PTO benefits on the pay period following the date of termination, subject to the maximum pay-out limitation of 240 hours.

Section 16.3. Job Related Injuries. If an employee is injured or becomes sick due to job related causes, whereby he/she will be unable to work and is entitled to collect workers' compensation benefits, he/she shall be entitled to the difference between his/her workers' compensation benefits and his/her average weekly rate of pay to the extent that such a difference in pay can be deducted from the employee's available accrued paid time off (PTO and compensatory). With the exhaustion of these paid days off, the employee shall not be entitled to further supplemental pay.

Section 16.4. Closing of County Buildings. When it is deemed by the Employer to be necessary to close county buildings, or curtail certain services as a result of "acts of God," the determination shall be made by the Chairperson of the Calhoun County Board of Commissioners, or the Chair's designated representative. The Employer reserves the sole and exclusive right to determine whether the Health Department will be closed or services curtailed and to determine whether employees will be compensated for time lost from work under this Section. If the Employer determines not to compensate employees under this Section, the affected employees may elect (1) to receive no compensation, or (2) to receive compensation for

the time lost from work by use of their accrued and unused paid time off. The Employer's actions pursuant to this Section shall not be subject to the Grievance and Arbitration procedures set forth in this Agreement.

In the event that the Health Department must close a specific site due to inclement weather or other conditions (such as, but not limited to, the loss of electricity, loss of water, loss of heat, etc.) and does not reassign the employee to another site, the employee shall be paid their regularly scheduled hours at their regular rate of pay.

If a school closes due to inclement weather or other conditions as mentioned above, the school nurse may be reassigned for the day to perform work at another site if the nurse is qualified and able to perform the required work. If the nurse is not reassigned, the nurse shall utilize available floating holidays, or compensatory time to make up the hours.

Section 16.5. Military Leave. A military leave of absence is subject to the Board of Commissioners policy on Military Leave to ensure that all State and Federal regulations are followed.

Section 16.6. Bereavement Leave of Absence. Upon request, a non-probationary employee will be granted a leave of absence, with pay, for up to the number of working days listed below when he/she would have otherwise been scheduled to work to attend to matters involving a death in the employee's immediate family. For purposes of this Section, the term "immediate family" is defined as including the employee's:

- | | |
|--|-------------------|
| Spouse (5) | Sister (5) |
| Parents (5) | Stepparent (5) |
| Parents of current Spouse (5) | Stepchild (5) |
| Child (5) | Grandparents (5) |
| Brother (5) | Grandchildren (5) |
| Members of Employee's
Immediate Household (5) | |

The term "parents" includes any adult that cared for the employee as a child and was considered a guardian or in loco parentis.

Leaves granted under this Section may commence on either the date of the death or on the date of the funeral or memorial or be split if there is a period of time, not to exceed two (2) weeks, between the death and the funeral or memorial. An employee excused from work under this Section shall, upon written request, be paid the amount of wages he/she would have earned by working his/her straight time hours on such scheduled days of work for which he/she is excused. Payment shall be made at the employee's rate of pay, not including premiums, as of his/her last day of work. If a holiday falls on one of these workdays, the employee shall receive holiday pay only and still receive the allotted number of bereavement leave days/time.

Section 16.7. Jury Duty. When an employee is required to serve on jury duty, a leave shall be granted for that period of duty. Such leave shall be with pay equivalent to the difference

between the employee's jury duty pay and his/her regular salary. An employee is expected to report for his/her regular duties when temporarily excused from attendance at Court.

LEAVES WITHOUT PAY

Section 17.1. Family Medical Leave. A Family Medical Leave of Absence is subject to the Board of Commissioner's Policy on Family Medical Leave to ensure that all State and Federal regulations are followed.

Section 17.2. Benefits. No paid time off, or other benefits shall accrue to an employee during the period of time he/she is on leave without pay including time off on Sickness and Accident regardless of whether insurance benefits are paid. Employees who return to work from Sickness and Accident or Worker's Compensation on a part time basis shall receive paid time off accruals on a pro-rated basis.

Section 17.3. Continuation of Insurance Benefits. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on leave of absence or layoff, or who retire or who are otherwise terminated, beyond the month in which such layoff, leave of absence or termination occurs, except that the Employer will continue hospitalization, dental and life insurance premium payments on behalf of employees who are on a leave of absence and collecting sickness and accident or workers' compensation disability benefits, for a period of up to six (6) months including the month in which the leave of absence commenced. Employees may continue insurance coverage by paying the necessary premiums therefor through the Office of Human Resources if permissible under the regulations of the insurance carrier, or in the event of the Employer becoming self-insured, if such continued coverage is permitted by the Employer, except as noted herein.

Section 17.4. Unauthorized Leave. An unauthorized absence by an employee for three (3) or more working days shall be considered as a voluntary resignation. After the third (3rd) day of such unauthorized absence, the Department Head shall notify the employee by certified mail to the employee's last known address that his/her unauthorized absence constitutes a voluntary resignation and give the employee the opportunity to furnish a satisfactory reason for the unauthorized absence within three (3) working days after receipt.

Section 17.5 Personal Leaves. The Health Officer may grant an employee, who has completed his/her probationary period, leave without pay and without loss of his/her employment status for a period of up to thirty (30) days. A leave of absence in excess of thirty (30) days and up to one (1) year shall require the additional approval of the Board, except as noted herein.

Section 17.6. Association Business Leave of Absence. A nurse who is elected or appointed to the Association for official Association business, including, but not limited to, local Staff Council Meetings and State Association meetings, may be granted a Personal Leave of Absence at the discretion of the Health Officer for a maximum of two weeks per year. While on a Personal Leave of Absence the employee will continue to accrue seniority and maintain all benefits. The leave will be unpaid; however the employee may utilize paid time off, floating holiday or compensatory time in their absence. While on this Personal Leave, the employee will not be eligible for Worker's Compensation.

HOLIDAYS

Section 18.1. Holiday with Pay. The following days shall be recognized as holidays:

New Year's Day
Martin Luther King Jr. Day
Presidents Day
Good Friday (second half of day)
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve Day
Christmas Day
New Years Eve Day (December 31)

Section 18.2. Holiday Celebration. If a recognized holiday is on Saturday, the Health Department Offices will be closed the preceding Friday. Whenever a recognized holiday is on Sunday, the Health Department Offices will be closed the following Monday.

Each full-time non-probationary nurse assigned to a school-based health center will receive three and one-half (3-1/2) floating holidays in lieu of Martin Luther King Jr. Day, Presidents Day, 1/2 day for Good Friday, and Veteran's Day. Part-time nurses assigned to a school-based health center will receive floating holidays on a pro-rated basis. Holidays will be credited in the payroll period for which the designated holidays occur and may be used during the pay period in which credited. Such floating holidays will be used on the designated holiday if the nurse's school is closed on that day. If the nurse's school is not closed and the nurse works on the designated holiday, the floating holiday may be scheduled in the same manner as the scheduling of PTO time, as set forth in Section 16.2. Unused and accrued floating holiday time shall be forfeited by December 31st of each year.

Section 18.3. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- (b) The employee must work on his/her last scheduled day before and his/her first scheduled day after the holiday;
- (c) The employee must not be on a leave of absence, layoff, or disciplinary suspension;
- (d) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay;

- (e) If a recognized holiday falls within an employee's paid time off period, he/she shall be entitled to holiday pay for that holiday and the day involved will not be deducted from the employee's accumulated paid time off.
- (f) Part-time employees receive holiday pay for the number of hours they are scheduled to work if the holiday was a scheduled work day. If they would not be scheduled to work on the holiday, they receive pro-rated holiday pay in proportion to the number of hours they normally work in a pay period. Here are two examples:
 - (i) Employee "A" normally works six (6) hours on Monday, but this week Monday is a holiday. Employee "A" would get six hours of holiday pay on their time card.
 - (ii) Employee "B" normally works forty (40) hours in a pay period. They do not work on Mondays. This week Monday is a holiday, so they would receive four (4) hours of holiday pay. Reason: they average four (4) hours per day for the entire pay period.

INSURANCE

Section 19.1. Group Insurance. During the term of this Agreement, the Employer will make the following group insurance coverage available for eligible employees, subject to provisions of applicable laws; subject to such restrictions, definitions, rules, procedures and other limitations as may be applied by the Employer or its insurance carriers; and subject to other provisions of this Agreement, including but not limited to those requiring participating employees to pay any part of applicable premiums.

- (a) Full-time and regular part-time employees shall, upon proper written application, be eligible to participate in one of at least two group health benefit plans sponsored by the County. One of the plans shall be designated as the "standard" plan and shall meet the following thresholds:

general in-network co-insurance of 80%/20% for covered medical and hospitalization benefits after deductible is satisfied and until out of pocket maximum is reached.

prescription coverage with co-pays of not more than \$10 for generics, \$30 for brand name formulary medications, and \$50 for non-formulary medications (mail order co-pays may vary).

In order to participate in one of these plans, employees must sign up for such coverage (using forms secured from and filed with the County's Human Resource Department) at the time of hiring or during an open enrollment period, and must execute written authorizations to payroll-deduct the required premiums or other charges representing the employee's share of costs. Coverage shall become effective the first (1st) of the month following completion of thirty (30) days continuous employment with the Employer, or the first day of the month following enrollment, whichever is later. The Employer shall

have no insurance liability whatsoever for any employee or employee's family member who fails to timely sign up or pay required amounts for such coverage; provided an employee who fails to make any contrary election during open enrollment will be automatically enrolled in the County's designated standard plan at the same level (Single, Two-person or Family) as in effect immediately prior to open enrollment.

The Employer will pay up to the following amounts toward the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection, provided the employee pays any remaining premiums and costs through payroll deduction:

Prior to PPD 1 of 2010	No change from status quo as of PPD1 of 2009
Starting PPD 1 of 2010	90% of applicable premium rates for full-time employees enrolled in County's designated standard plan, or such higher amount as the Employer elects to pay
Starting PPD 1 of 2011	85% of applicable premium rates for full-time employees enrolled in County's designated standard plan, or such higher amount as the Employer elects to pay

Costs of family continuation and sponsored dependent riders shall be paid by the employee through payroll deduction.

Part-time employees may elect insurance provided the employee pays all premiums and costs through payroll deduction. Part-time employees are not eligible for any opt-out payments provided under this Agreement.

- (b) Full-time employees shall, upon proper written application, be eligible to participate in a dental benefit plan with the following coverages, provided they are, and continue to be, obtainable:

100% Co-payment of diagnosis, preventative, emergency palliative treatment and space maintainers for children.

50% Co-payment for radiographs, restorations, oral surgery, root canals, periodontic services, dentures and bridges.

\$800.00 maximum benefit per family member per year.

The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

- (c) Full-time employees shall, upon proper written application, be eligible to participate in the optical benefit plan sponsored by the County. The Employer will pay the premiums and other costs of providing Single, Two-person or Family insurance for participating employees under this subsection.

This coverage shall become effective on the first (1st) of the month following completion of thirty (30) calendar days of continuous employment with the Employer.

- (d) Full-time employees shall, upon proper written application, be eligible to participate in a life insurance plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

- Life insurance coverage in the amount of \$50,000.00, subject to age-based reduction per carrier schedule.

- Double indemnity for accidental death and dismemberment.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. Participating employees may be eligible to purchase supplemental life insurance coverage if offered by the carrier, subject to requirements for evidence of insurability.

- (e) Full-time employees shall, upon proper written application, be eligible to participate in a sickness and accident plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

- Two-thirds (2/3) of the employee's basic weekly earnings, subject to a maximum benefit of \$1050.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits may be subject to age limits imposed by the carrier. Benefits begin with the first day of disability due to injury or hospitalization (provided the employee is disabled for at least three consecutive work days), or the eighth consecutive day of disability due to illness, and continue for a maximum of twenty-six (26) weeks in any 12 month period. In order to qualify for benefits, the employee must submit a completed disability benefit claim form and establish to the satisfaction of the insurance carrier (or third party administrator if the plan is not insured) that, after taking into account all reasonable accommodations that could be made, the employee is totally disabled and prevented by such disability from working for remuneration or profit. In no event shall benefits be retroactive

more than fifteen (15) days before the date on which the employee submits documentation from the employee's treating physician sufficient to permit the insurance carrier or third party administrator to make a disability determination, except when delay in submitting such documentation is due to circumstances beyond the employee's control. The plan shall provide for a dispute resolution procedure (similar to that used by Michigan Blue Cross/Blue Shield in disability benefit claims) which will entitle the parties to a determination by a neutral decision-maker whose decision shall be final and binding.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer.

- (f) Full-time employees shall, upon proper written application, be eligible to participate in a long-term disability plan provided by a carrier selected by the Employer. The plan shall provide the following coverages, provided they are, and continue to be, obtainable:

Two-thirds (2/3) of the employee's basic weekly earnings, subject to a maximum benefit of \$1050.00 per week, less any benefit payable from primary Social Security or any state or federal government disability or retirement plan, or any other group disability income plan, or any wages, or other paid time benefits paid by the Employer. Benefits may be subject to age limits imposed by the carrier. Benefits begin after twenty six (26) weeks of disability and continue up to 24 months if disabled from their own occupation or will provide coverage to the standard retirement age designated by Social Security when the Employee is disabled from any occupation.

This coverage shall become effective on the first (1st) of the month following completion of sixty (60) calendar days of continuous employment with the Employer. The Employer will pay the premiums for this coverage.

- (g) All coverage provided under this Agreement shall be subject to such restrictions, definitions, rules, procedures, and other limitations as may be applied from time to time by the Employer's insurance carriers (or the County if self-insured). The Employer reserves the right to implement cost containment programs, provided they do not substantially diminish specified benefit levels, and to change carriers or become self-insured. The Employer's liability hereunder shall be limited to tender of premiums for obtainable coverage as specified. If the employee and the employee's spouse are both eligible to participate as employees in group health plans funded directly or indirectly by or through Calhoun County, the employee and the employee's spouse shall elect coverage under only one such plan; coverage of the employee, the employee's spouse and/or the employee's dependents under two or more health care plans funded by or through the County shall not be permitted unless it is to the financial benefit of the County to permit such. If the employee and the employee's spouse fail to make an effective election within

two (2) weeks after being requested to do so, the Employer shall have the right to determine the health plan in which the employee(s) and/or their dependents shall be eligible to participate. The Employer shall have no obligation whatsoever to pay or provide any benefits or claims, which are denied by any carrier. Disputes concerning the interpretation or application of insurance policies, or the granting or denial of coverage or benefits by insurers or administrators, of changes in carriers or plans shall not be subject to the Grievance Procedure. Only disputes relating to unjustifiable non-tender of premiums, or refusal of the County to pay benefits under self-insured plans for which it is the administrator, are subject to the Grievance Procedure.

- (h) Subject to restrictions imposed by this Agreement or by the carriers (or the County if self-insured), the Employer shall pay its regular share of the premiums to continue insurance coverage in effect through the end of the insurance billing cycle during which an employee retires or resigns with at least thirty (30) days written notice, or commences a layoff or leave of absence. While a full-time, non-probationary employee is on an approved leave of absence and receiving sickness and accident benefits or workers compensation disability benefits from the Employer or its carrier, the Employer shall pay its regular share of the premiums to continue insurance coverage in effect until the end of the leave or the termination of such benefits, subject to a limit of six months or any longer period required by law. In all other cases, the employee must make arrangements for and bear the full cost of continuation of any desired insurance coverage while not actively working, except as otherwise provided by law. Employees who are discharged or who quit, resign or retire without proper notice shall immediately forfeit any right to continued insurance coverage, except that such employees shall be entitled to continue insurance coverage at their own cost to the extent required and under the circumstances specified by law.

Section 19.2. Payment in Lieu of Health Insurance. All full-time employees who elect at their own discretion not to participate in the group health benefit plan as set forth in Section 19.1(a) shall be eligible to receive a cash alternative in lieu of insurance coverage, in the amount of Fifty Dollars and 00/100 (\$50.00), each pay period if the employee is not covered by the insurance of a relative whose coverage is paid in whole or in part by County or Court funds. Before any employee chooses to opt-out of the County insurance, the employee must provide proof of a reasonable level of health care coverage from another source.

Section 19.3. Flexible Benefit Plan. The Employer may offer all benefits addressed in this Article along with any additional benefits offered by the Employer as part of a flexible benefit plan. Employees may participate in, add, or delete a flexible benefit offered to County employees during open enrollment. As part of the flexible benefit plan employees may have the opportunity to opt out of a plan which may include a specified opt-in/opt-out time period. The Employer may at any time add to or delete an insurance benefit from the flexible benefit plan without opening the contract or engaging in negotiations; provided, health, death, vision, sickness and accident, and life insurance shall not be deleted except by agreement with the Union.

Section 19.4. Flexible Spending Accounts. The Employer shall sponsor a flexible spending account plan which shall include provisions for medical and child care expenses and may include other options, so as to permit such expenses and group health insurance premiums to be paid on a pre-tax basis in compliance with IRS regulations and limitations.

Section 19.5. Liability Insurance Reimbursement. Employees who are required to drive their personal vehicles on business for the Employer, and whose insurance premiums are increased for that reason, shall be reimbursed in an annual amount not to exceed One Hundred Dollars (\$100.00) upon presenting proof of the additional premium expenses.

RETIREMENT

Section 20.1. Pension.

- (a) Effective the first full payroll period beginning on or after January 1, 1989, employees covered by this Agreement may participate in the Calhoun County 401(k) Retirement Savings Plan, as amended, according to its terms.
- (b) The obligations contained in this Article are in substitution for and shall be deemed to constitute complete satisfaction and settlement of any obligations or liabilities which the employer has or may have had at any time under any prior retirement program.
- (c) All eligible employees may participate in the 457 Deferred Compensation Plan.

Section 20.2. Defined Benefit. Eligible employees participating in the Defined Benefit Pension Plan shall also be eligible to participate in the Calhoun County 401(k) Savings Plan, as amended. The Employer's per pay period contribution on behalf of each such employee shall be equal to the elective deferrals made by the employee during the plan year, up to a maximum Employer contribution equal to seven percent (7%) minus the amount the Employer contributes to fund the Defined Benefit Plan expressed as a percent of covered payroll. For employees at less than a .5 FTE status, matching is made only after completion of at least 1,000 hours of service during the plan year. Contributions to the employees 401(k) shall be made bi-weekly by the Employee and Employer. If the Board of Commissioners approves enhancements to the Defined Benefit Plan, the Union shall have the opportunity to elect to participate in the enhanced Defined Benefit Plan per the terms approved by the Board of Commissioners for the countywide plan.

Eligible employees hired prior to May 18, 2001, who elected not to participate in the Defined Benefit Pension Plan may continue to participate in the Calhoun County 401(k) Savings Plan. The Employer's per pay period contribution on behalf of such Employees shall be equal to each eligible employee's contribution up to a maximum of seven percent (7%) of the employee's base wages.

Following is the vesting schedule for all amounts contributed by the Employer:

Two (2) Years of Service	Forty Percent (40%)
Three (3) Years of Service	Sixty Percent (60%)
Four (4) Years of Service	Eighty Percent (80%)
Five (5) Years of Service	One Hundred Percent (100%)

All forfeitures due to non-vesting shall accrue to the Employer.

MISCELLANEOUS

Section 30.1. Clothing. In lieu of the clothing allowance, the County will provide two (2) lab coats or three (3) scrubs per year for each nurse, as needed for the job.

Section 30.2. Education.

- (a) Where further training or education is necessary for job performance or will lead to improved job performance, by a nurse with one (1) or more years of service, the Health Officer may approve the reimbursement upon successful completion of such training or education. The availability of this benefit shall be provided to employees on an equitable basis, but, in no event will the amount reimbursed or paid exceed the limit established by the Calhoun County Board of Commissioners in policy governing such payments.
- (b) Nurses who are requested by the Employer to attend a seminar shall be paid for lost scheduled work time, registration fees, books, and other reasonable expenses in accordance with County policy.
- (c) Certification/recertification tests are covered under this provision.
- (d) The Employer and Nurse Practice Committee will provide contact hour programs for nurses to meet their mandatory contact hour requirements.
- (e) A Registered Nurse who attends contact hour programs, either County sponsored or those selected by the Registered Nurse independently, and approved by the Health Officer, will be paid for lost scheduled work hours.
 - (i) The County will pay the cost of registration, materials and fees for maintaining required certification for contact hours not to exceed twelve and one half (12.5) contact hours per year or twenty five (25) contact hours per two years. Each employee will be guaranteed the opportunity to attend one (1) conference per year approved by Health Officer. Books, review courses, other educational materials and technology formats as may be developed, (such as but not limited to computer software and educational videos), and fees for grading/certificates for tests are compensable under this article.

Section 30.3. Cellular Phones. Cellular phones will be available to field staff for their usage. For employees utilizing their own personal cellular phones, upon receipt of the bill, the employer will process reimbursement to the employee for any employment related calls.

Section 30.4. Safety.

- (a) A representative of the Nurse's Staff Council shall be appointed to participate in the Employer/Employee Safety Committee. The function of this committee shall be to ascertain unsafe or unsanitary conditions affecting county employees and to recommend improvements to the Board of Health.
- (b) Both parties agree to the necessity of an exposure policy. The Health Department policies shall remain current with CDC guidelines.
- (c) If an employee has concerns regarding unsafe conditions of the building or grounds, the employee shall notify the Health Department Security Officer of such concerns. With an understanding of the issues, the Health Department Security officer shall discuss the unsafe conditions with the Building Manager.
- (d) The Employer will observe all applicable health and safety laws and will take all steps reasonably necessary within annual budgets established by the Board of Commissioners to assure employee safety. The employee will observe all applicable and reasonable safety rules and instructions established by the Employer and applicable safety laws and governmental regulations.

Any employee concerned with personal safety in the field is expected to voice and document concerns to his or her Division Manager. The RN may request an escort to make an assisted home visit, but if an escort cannot be secured for the visit, the RN and Division Manager together will determine the best course of action. However, in safety-related situations, both in the office and in the field, the RN may refuse to provide clients service if their physical safety is threatened.

The Employer agrees to provide Registered Nurses who are assigned outside of the Health Department buildings with a cellular phone and a tote bag with a Public Health Department logo for purposes of identification. If the employee loses any of these items, he/she will be responsible for replacement.

Section 30.5. Nursing Practice Committee. A committee will consist of 3-5 members of bargaining unit and Division Manager who will meet monthly or no less than quarterly for the purpose of coordination in conjunction with management on 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 shall be held monthly or no less than quarterly upon the request of the nursing practice committee on a mutually agreeable date. If a problem should arise that cannot be deferred until the next meeting, a special meeting may be scheduled by mutual consent
- (b) A written agenda may be submitted by the committee at least seven (7) days prior to a scheduled meeting. If there are items which the Team Managers desire to add to the agenda, the chairperson of the committee shall be notified of the same not less than three (3) days before the meeting.
- (c) Minutes of the meetings will be kept and will be accepted by both parties prior to transmittal of same to others. Summaries of the Nursing Practice Committee shall be transmitted to all work areas.
- (d) The members of the Nursing Practice Committee engaged during their work shift in these meetings shall be entitled to release time as needed without loss of pay up to one (1) hour unless extended by mutual consent. Committee members who attend these meetings during off-duty hours shall be paid at their regular straight time rate for time spent in attendance, said hours to be excluded from consideration of overtime payment.
- (e) The Nursing Practice Committee shall be utilized for the purpose of providing a recommendation(s) regarding safe staffing issues.
- (f) The Nursing Practice Committee shall be utilized to provide input to reach a consensus with Management on ways to complete accreditation of the Public Health Department.
- (g) The Nursing Practice Committee will be instrumental in assisting management with coordination of the required continuing education credits needed for license renewal.
- (h) The time spent will be scheduled by management at the nurse's request with management approval to ensure time off for the nurses. Coverage for the nurses will be the responsibility of management.

Section 30.6. Records. PTO is computed and credited on the basis of official County records on file in the Offices of Human Resources. The records are based on data furnished to the Human Resources Manager by the Department Head.

Section 30.7. Payment at Death of Employee. Wages, paid time off benefits due a deceased employee shall be paid in accordance with a primary and secondary beneficiary designation filed by the employee. In the absence of a valid beneficiary designation, payment shall be made pursuant to statute.

Section 30.8. Severability. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid upon

written request by either party hereto, the Board and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory valid replacement for such provision.

Section 30.9. Physical Examination. The Employer agrees to provide the following tests and procedures to be performed by the County Health Department:

1. Blood Pressure - Bi-Annually
2. Hepatitis A - Medically recommended frequency
3. TB Test/X-ray - Medically recommended frequency
4. Hepatitis B titer/booster -Medically Recommended Frequency
5. Influenza - Annually
6. Pneumonia - Medically recommended frequency
7. Other immunizations as recommended/required by the Health Officer/designee and or the CDC.

Section 31.1. Code of Ethics. The County recognizes that the Registered Nurse subscribes to the Code of Ethics of the American Nurses Association and will support the Nurse in compliance with that Code. The Code of Ethics follow:

- (a) The nurse, in all professional relationships, practices with compassion and respect for the inherent dignity, worth and uniqueness of every individual, unrestricted by considerations of social or economic status, personal attributes, or the nature of health problems.
- (b) The nurse's primary commitment is to the patient, whether an individual, family, group, or community.
- (c) The nurse advocates for, and strives to protect the health, safety, and rights of the patient.
- (d) The nurse is responsible and accountable for individual nursing practice and determines the appropriate delegation of tasks consistent with the nurse's obligation to provide optimum patient care.
- (e) The nurse owes the same duties to self as to others, including the responsibility to preserve integrity and safety, to maintain competence, and to continue personal and professional growth.
- (f) The nurse participates in establishing, maintaining and improving health care environments and conditions of employment conducive to the provision of quality health care and consistent with the values of the profession through individual and collective action.
- (g) The nurse participates in the advancement of the profession through contributions to practice, education, administration, and knowledge development.

- (h) The nurse collaborates with other health professionals and the public in promoting community, national, and international efforts to meet health needs.
- (i) The profession of nursing, as represented by associations and their members, is responsible for articulating nursing values, for maintaining the integrity of the profession and its practice, and for shaping social policy.

Section 31.2. Orientation/Training. The Calhoun County Health Department has the responsibility to orient new employees. A Registered Nurse who is being transferred to a new program or area of the Health Department will also receive an orientation to the new program. Minimum orientation competencies shall be in the form of a checklist developed in conjunction with the nursing Practice Committee. The orientee shall not have full responsibilities until the Division Manager or designated qualified management personnel have given a written evaluation on his/her performance.

Section 31.3. Safe Staffing. If an individual nurse can document that his/her work assignments are so large that his/her patients' needs and health are threatened, he/she may utilize the following procedure:

- (a) He/She shall discuss the issue with his/her Division Manager. This meeting will be in the presence of a staff council representative (at the employee's request).
- (b) The Division Manager shall provide a written response within five working days of such meeting.
- (c) If this response is unsatisfactory, the issue may be advanced to the Nursing Practice Committee. The employee shall be present at this meeting to present his/her issue. A staff council representative will also be allowed to be present.
- (d) The Nursing Practice Committee shall make a written recommendation on this issue. Within five (5) working days of the meeting, recommendation shall be presented to the Health Officer and the staff council representative.
- (e) The employee, the staff council representative and the Health Officer shall meet to discuss the issue and the Nursing Practice Committee's recommendation. The Health Officer shall make a final determination within five working days of such meeting.

If the matter is of immediate concern, the Nursing Practice Committee may be bypassed if it is mutually agreeable or if waiting for the committee to meet would constitute an unreasonable delay.

It is agreed that a staffing issue would be a suitable reason for either side calling a special conference.

Section 31.4. Role of the Nurse.

- (a) Both parties agree that they share responsibility for providing nursing services which are consistent with the needs and goals of the recipient(s). To this end, both parties further agree to recognize responsibilities of the professional registered nurse and the Employer within the scope of the current Michigan Public Health Code.
- (b) The parties further agree that it is the Employer's responsibility to provide adequate numbers of registered nurses, and to fill vacancies as soon as possible in order to provide safe and adequate nursing care.
- (c) The Employer will continue to accept its responsibility to establish and/or provide resources and appropriate opportunities for orientation and staff development; to support encourage and equalize opportunity to see continuing professional development.
- (d) The recommendations of registered nurses will be considered in planning, decision-making and formulation of policies and procedures that affect the operation for nursing services, the nursing care of patients, or the patient's environment.
- (e) The Health Department shall continue to assume responsibility for administration and supervision of its nursing personnel covered by this Agreement and shall provide for adequate orientation and in-service education.
- (f) The parties agree that clerical support is important to the operation of the agency and that nurses will not be required on a routine basis to perform clerical duties.*

*Routine clerical work is that work that is normally performed by IUOE/Support Staff.

Section 31.5. Personnel Transaction - Reassignment. Prior to reassigning a nurse to another position which is not due to a work force reduction, as stated in Section 10.2 Layoff, the Association and Employer will review existing work and staffing requirements and will develop a plan to reassign staff which maximizes existing staff experience, expertise and position preference. The Employer will not reassign a nurse to a newly posted position, cited in Section 12.1 Job Posting Procedure, unless the nurse to be reassigned bids for the position and has all the qualifications and seniority to fill the position. In the event the parties cannot come together to discuss the reassignment in a timely manner, the Employer may temporarily reassign the nurse to another position for a period not to exceed thirty (30) days. Should more time be needed, the Association will be consulted regarding an extension.

Section 31.6. Past Practices. This Agreement shall supersede any other agreement, policy, or past practice inconsistent with its terms unless mutually adjusted in writing by the Employer and the Association. Wages, hours of work, and conditions of employment will be maintained at the standard specifically provided in this Agreement.

Section 31.7. Waiver. It is the specific and express intention of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to

employees covered by this Agreement. Therefore, the Employer and the Association, of the life of this Agreement, each voluntarily and unqualified waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SCHOOL NURSES

Section 32.1. School Nurses. This section applies to school nurses, and controls over any conflicting provision generally applicable to other employees.

- (a) The school nurse will work 37.5 hours per week for a 42 week period, which may be extended or shortened by up to two weeks at the beginning of the year and two weeks at the end of the year based on school schedules and work requirements. The ten week (plus or minus) time period between 42 weeks and a full 52 week year will be under layoff status.
- (b) 37.5 hours will be considered full time for purposes of health care benefits, dental, life, vision, retirement and flexible spending accounts.
- (c) All other benefits such as paid time off, floating holidays and longevity will be based on a pro rata scale according to FTE. An exception will be made for Christmas and Spring Break when the RN will be able to accrue PTO on a pro-rata basis for time actually worked during the pay periods that include those school breaks. Paid time off will not accrue during layoff. Longevity will continue to be paid the date it is due.
- (d) The following days shall be recognized as holidays with pay based on a 7.5 hour day or the FTE equivalent:
 - New Year's Day
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
 - Friday following Thanksgiving Day
 - Christmas Day
 - Christmas Eve
 - New Year's Eve DayFloating Holidays will be paid pursuant to Section 18.4.
- (e) Each full-time non-probationary school nurse will receive three and one-half (3-1/2) floating holidays in lieu of Martin Luther King Jr. Day, Presidents Day, 1/2 day for Good Friday, and Veteran's Day. Part-time school nurses will receive floating holidays on a prorated basis. Holidays will be credited in the payroll period for which the designated holidays occur and may be used during the pay period in which credited. Such floating holidays will be used on the designated holiday if the nurse's school is closed on that day, unless reassigned upon the mutual agreement between Employer and employee. If the

nurse's school is not closed and the nurse works on the designated holiday, the floating holiday may be scheduled in the same manner as the scheduling of PTO time, as set forth in Section 16.2. Unused and accrued floating holiday time shall be forfeited by December 31st of each year.


- (f) Benefits during layoff status, including disability, will be discontinued subject to County Policy time lines. For example, if the 42nd week is after the 1st of the month, health care will continue to the end of that particular month. Insurance benefits along with disability will resume the 1st day of the month following the nurse's return provided he/she re-elects insurance within two (2) weeks upon return.
- (g) Health care benefits may be paid for by the employee through COBRA during lay off when not covered by County policy.
- (h) The County has no particular preference as to whether the school nurses deem their home base, for purposes of mileage reimbursement, to be the Public Health Department or their school. However, those nurses who serve multiple schools must choose between the Health Department and the school receiving the most hours. A designation must be made within the first week upon return or the Health Officer will determine which site will be considered the home base. No changes may be made until the next school year unless approved by the Health Officer or a change in assignment.
- (i) The County agrees to provide a yearly payout for paid time off accrued but not used by laid off school nurses provided the following conditions are present: 1) employee is at the maximum carry over allowed and subject to loss of accrued hours; 2) school nurses have utilized paid time off and/or floating holidays during the school year for all scheduled days off per the school calendar; 3) pay out is at the end of the school year and is only for excess time accrued but not used during the school year above the maximum carry over limit. Upon layoff, the employee will be paid for the excess time on the first full pay period that the employee does not receive pay for hours worked.
- (j) A request for paid time off may be denied if the absence of the employee would unreasonably interfere with the services to be provided by the Employer. Paid time off may be used in one (1) hour increments.
- (k) While the County is willing to consider 37.5 hours full time for purposes of benefits, the County does not consider 37.5 hours full time for purposes of overtime pay. Overtime pay will begin after 40 hours. Overtime pay is to be used in lieu of compensatory time.
- (l) If a school nurse chooses to bump outside of school nursing it will be considered a permanent bump. He/she cannot return to school nursing when laid off nurses are recalled. In the event of job elimination, school nurses may bump according to the contract.
- (m) School nurses will be recalled to their designated school. Call backs will not be based on seniority unless a school nurse position is eliminated.


DURATION

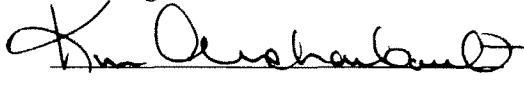
Section 33.1. Termination. This Agreement shall become effective January 1, 2009 and shall remain in force until 11:59 p.m., December 31, 2011, and thereafter, for successive periods of one (1) year unless either party shall, on or before the sixtieth (60th) day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, negotiate, or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that time all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change, or any combination thereof. Upon expiration of the Agreement during any renegotiation of this Agreement or extension thereof, the Agreement shall remain in full force and effect by mutual agreement of the parties. Such mutual agreement need not be in writing and shall terminate upon ten (10) days notice filed by either party on the other.

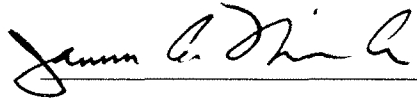
The written notice referred to in this Section shall be considered properly served by the Association if it is sent by certified mail to the Chairperson of the Calhoun County Board of Commissioners, 315 West Green St., Marshall, MI 49068. The written notice referred to in this Section shall be considered properly served by the Employer if it is sent by certified mail to the Michigan Nurses Association's office. The written notice referred to in this Section shall be considered timely served if it is postmarked on or before the sixtieth (60th) day prior to the expiration date of this Agreement.

FOR CALHOUN COUNTY



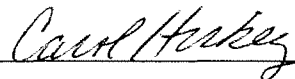





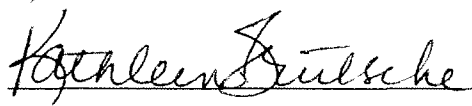


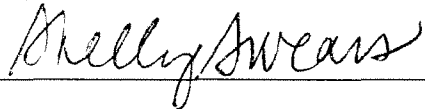
Date

FOR MICHIGAN NURSES ASSOCIATION









Date

APPENDIX A

MNA 2009

Job Type	Job Title	Range	2009 Wage Schedule						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
NU 1001	PHN I	P	20.355	21.267	22.293	23.272	24.173	25.119	25.861
NU 1003	PHN II	R	21.729	22.596	23.711	24.736	25.705	26.741	27.531
NU 1005	PHN III	S	22.811	23.734	24.928	25.975	27.000	28.024	28.853
NU 1006	RN Coordinator	T	24.184	25.625	27.022	28.441	29.870	31.313	33.240
NU 1007	RN Practitioner	X	30.795	32.134	33.498	34.838	36.211	37.563	38.678

MNA 2010

Job Type	Job Title	Range	2010 Wage Schedule						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
NU 1001	PHN I	P	21.055	21.967	22.993	23.972	24.873	25.819	26.561
NU 1003	PHN II	R	22.429	23.296	24.411	25.436	26.405	27.441	28.231
NU 1005	PHN III	S	23.511	24.434	25.628	26.675	27.700	28.724	29.553
NU 1006	RN Coordinator	T	24.884	26.325	27.722	29.141	30.570	32.013	33.940
NU 1007	RN Practitioner	X	31.535	32.834	34.198	35.538	36.911	38.263	39.378

MNA 2011*

Job Type	Job Title	Range	2011 Wage Schedule						
			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
NU 1001	PHN I	P	21.755	22.667	23.693	24.672	25.573	26.519	27.261
NU 1003	PHN II	R	23.129	23.996	25.111	26.136	27.105	28.141	28.931
NU 1005	PHN III	S	24.211	25.134	26.328	27.375	28.400	29.424	30.253
NU 1006	RN Coordinator	T	25.584	27.025	28.422	29.841	31.270	32.713	34.640
NU 1007	RN Practitioner	X	32.235	33.534	34.898	36.238	37.611	38.963	40.078

*NOTE: Thirty cents (\$0.30) of this wage ate is dependent upon the occurrence of two events: (a) the County Board of Commissioners exercising its right to limit health care payments to 85% of the premiums and other costs for the County’s designated standard health care plan in 2011; and (b) the total projected “per employee” costs for the County’s designated standard health care plan in 2011 increasing

no more than ten percent over the same measure of costs or 2010. If either of these events does not occur, the Employer may reopen negotiations as to wages to be paid in 2011 by giving written notice of reopening to the Union prior to the beginning of pay period 1 of 2011.

Wage Reopener: If the County's total revenues for any calendar year of this Agreement do not increase at least two percent (2.0%) over total revenues for the preceding calendar year, the Employer may reopen negotiations as to wages to be paid in the subsequent calendar year(s) by giving written notice of reopening to the Union.

CALHOUN COUNTY BOARD OF COMMISSIONERS
and
MICHIGAN NURSES ASSOCIATION

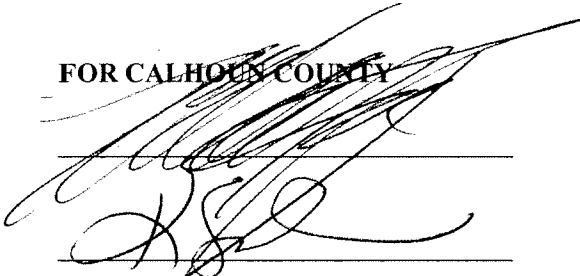
LETTER OF UNDERSTANDING

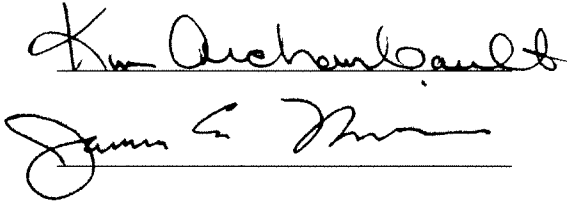
The parties agree that, as consideration for the 2009-2011 Agreement, the following provision shall apply until December 31, 2011:

The employee will continue to pay its portion of the group health premium for any part-time employee already participating in the group health plan as of February 26, 2009, provided such employee shall pay the following portion of all premiums and costs for the designated standard plan through payroll deduction (plus any upcharge for any optional plan):

FTE	Employee Cost
0 - .24	100%
.25 - .49	75% + full-time co-share percentage
.50 - .74	50% + full-time co-share percentage
.75 - .93	25% + full-time co-share percentage
.94 - 1.00	Full-time co-share percentage (up to 15%)

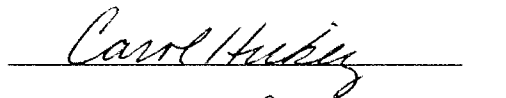
FOR CALHOUN COUNTY







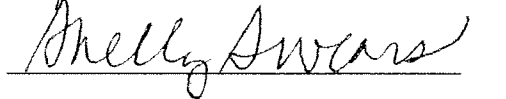
Date

FOR MICHIGAN NURSES ASSOCIATION









Date