



AGREEMENT BETWEEN
THE
COUNTY OF MONROE
AND THE
MICHIGAN NURSES ASSOCIATION

EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013

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AGREEMENT

This Agreement is entered into January 25, 2011, by and between the Monroe County Board of Commissioners (hereinafter referred to as the "Employer"), and the Michigan Nurses Association (hereinafter referred to as the "Association").

ARTICLE 1 PURPOSE AND INTENT

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

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

ARTICLE 2 RECOGNITION

Section 1. Unit Description. The Employer does hereby recognize the Association as the exclusive bargaining representative, as defined in Section II of Act 379 of the Public Acts of 1965 of the State of Michigan, for a unit consisting of all regular full-time and part-time professional registered nurses, coordinators, nurse practitioners, Jail Nurses, employed in the Monroe County Sheriff's Office or Health Department, including registered professional nurses hired under or working pursuant to any program financed in whole or in part by a grant from any other governmental unit, but excluding the Health Officer, Finance Officer, Nurse Supervisors, temporary employees, and all other employees. The Unit described above shall be known as "Nurses Council Unit I."

Section 2. Definitions.

(a) Full-time Employee: A full-time employee shall be defined as an employee who works a full-time schedule of forty (40) hours or more per week. A full-time employee shall be entitled to the benefits under this Agreement except where otherwise indicated.

(b) Part-time Employee: A part-time employee shall be defined as an employee who works a regular schedule of less than forty (40) hours per week. Except as otherwise expressly provided in this Agreement, part-time employees shall receive no insurance or other benefits under this Agreement, but shall be allowed to purchase health insurance coverage through the Employer at cost.

(c) Temporary Employee: A temporary employee shall be defined as an employee who is employed by the Employer for a period of limited duration. A temporary employee shall not be employed for more than six (6) continuous months duration, unless the temporary employee is replacing a regular employee who is using accrued sick time or who is on an approved leave

of absence. A temporary employee is excluded from the bargaining unit. Every effort will be made to fill temporary positions from within the existing staff. (Example: part-time nurses who wish more hours, etc.)

(d) Pronouns of Masculine and Feminine Gender: Pronouns of masculine and feminine gender shall include each other, unless the context indicates otherwise.

ARTICLE 3 NON-DISCRIMINATION

The Employer and the Association agree that the provisions of this Agreement shall be applied equally to all employees without discrimination on the basis of age, race, sex, color, national origin, height, weight, religion, disability, or marital status, membership or activity on behalf of the Association, or participation in the grievance procedure, except as permitted by state or federal law.

ARTICLE 4 EMPLOYER RIGHTS

The Employer shall have the sole and exclusive right to operate the Health Department including, but not limited to, the right to determine all operations and activities; to hire and direct employees; to suspend, discipline and discharge seniority employees for cause; to promote, demote, assign, transfer, layoff, recall, or relieve employees from duty for legitimate reasons; to maintain discipline and efficiency among employees; to decide the number of employees; to establish policies and procedures; to determine the type and scope of all services to be furnished; to determine the nature and location of the facilities to be operated; to establish schedules of operation; and to determine new or improved working methods, procedures and means of providing services; provided the exercise of such rights does not violate a specific provision of this Agreement.

ARTICLE 5 ASSOCIATION SECURITY

Section 1. Association Dues or Service Fees. As a condition of employment, all present employees covered by this Agreement and employees hired, rehired, reinstated or transferred into the Bargaining Unit shall become members of the Association or shall pay service fees in an amount not to exceed the dues uniformly required for membership or as otherwise provided by applicable state or federal law, on or before thirty (30) calendar days after the effective date of this Agreement or their date of employment, or transfer into the Bargaining Unit, whichever is later; and shall continue such membership, or pay such service fees as a condition of continued employment.

Section 2. Check Off.

(a) Employees may have monthly membership dues or service fees deducted from their earnings by signing an Authorization Form (agreed to by the Association and the Employer), or they may pay dues or fees directly to the Association.

(b) During the life of this Agreement and in accordance with the terms of the Authorization Form and applicable state and federal law, the Employer agrees to deduct the above referenced Association membership dues or service fees from the pay of each employee who, as of the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, has a currently executed Authorization Form on file with the Employer. The Association's Financial Officer shall submit to the Employer's Payroll and Human Resources Departments written certification of the amount of dues/service fees to be deducted pursuant to the provisions of this Article.

(c) A properly executed copy of such Authorization Form for each employee for whom the Association membership dues or service fees are to be deducted hereunder shall be delivered by the Association to the Employer before any payroll deductions shall be made. Deductions shall be made thereafter only under the Authorization Forms which have been properly executed and are in effect. Any Authorization Form, which is incomplete or in error will be returned to the Association's Financial Officer by the Employer.

(d) Check-off deductions under all properly executed Authorization Forms shall become effective at the time the application is tendered to the Employer and if received on or before the fifteenth (15th) day of the month preceding the month in which a deduction is to be made, shall be deducted from the first (1st) pay of such month, and monthly thereafter.

(e) In cases where a deduction is made that duplicates a payment that an employee already has made to the Association, or is not in compliance with applicable state or federal law, refunds to the employee will be made by the Association.

(f) All sums deducted by the Employer shall be remitted to the Association's Financial Officer once each month within fifteen (15) calendar days following the payday in which deductions were made, together with a list which identifies current employees for whom Association dues or service fees have been deducted and the amount deducted from the pay of each such employee.

(g) The employer shall not be liable to the Association by reason of the requirement of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by employees.

Section 3. Failure to Comply.

(a) An employee in the Bargaining Unit who fails to tender to the Association either Association dues, or in the alternative, service fees as above provided, shall be terminated by the Employer, provided the following stipulations are adhered to:

(1) The Association shall notify the employee by certified or registered mail explaining that she is delinquent in not tendering required Association dues or service

fees, specifying the current amount of the delinquency and the period of delinquency, and warning the employee that unless delinquent dues or service fees are tendered within thirty (30) calendar days of such notice, the employee shall be reported to the Employer for termination as provided for in this Article. A copy of such notice shall simultaneously be mailed to the Employer.

(2) In addition to a copy of the letter sent to the employee, the Association shall give the following written notice to Employer at the end of thirty (30) day period set forth in Section a (1), above.

The Association certifies that (Name) has failed to tender either Association dues or service fees required as a condition of continued employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, the Employer terminate this employee. A copy of such notice shall, at the same time, be given by the Association to the employee.

(b) Upon receipt of such notice the Employer shall communicate the Association's request for termination to the employee and advise such employee that she must pay all back dues or service fees owed the Association, within ten (10) calendar days of receipt of such notice to the Employer (unless otherwise extended by the Association and the Employer), or she shall be terminated.

Section 4. Save Harmless. The Association shall hold harmless and indemnify the Employer from any and all claims, demands, suits and other forms of liability, including all costs and attorney fees, that shall arise out of or by reason of an action taken or not taken by the Employer for the purpose of complying with this Article, including, but not limited to, the deduction of membership dues or service fees made by the Employer from the wages of any employee(s), its reliance on any list, notice or assignment furnished by the Association, or resulting from the termination of employment of any employee(s) pursuant to the provisions of this Article.

Section 5. Disputes. Any dispute arising out of the application of this Article shall be subject to the Grievance Procedure, starting at Step III.

ARTICLE 6 ROLE OF THE NURSE

Section 1. The employees covered by this Agreement work as members of a health team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health, and participate in the diagnosis, planning and treatment of community health needs. They provide nursing services to individuals and families at home, school, work, in hospitals, clinics, and other settings. Such employees also participate in educational programs for nurses, community groups, co-workers in public health and allied professionals. In all phases of work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, and comprehensive care.

The employee also frequently serves as liaison in bringing together the professional and non-professional workers involved in ensuring continuity of care and comprehensive services to

individual clients and families. The employee presents the potential of public health nursing's contributions in community program planning and in diagnosis and treatment of community ills. She lends their support and special skills to the total configuration of public health practice.

Section 2. Except for the use of computer equipment, the parties agree that filing, typing and other routine clerical duties are not the ordinary responsibility of employees covered by this Agreement.

Section 3. The Association agrees that the role of the employee as set forth in Section 1 above presently exists and the Employer agrees that it will continue to make reasonable efforts to implement the definition of functions so that employees can be fully utilized in providing the best possible public health nursing care.

ARTICLE 7 REPRESENTATION

Section 1. The Association shall be represented in the grievance procedure by a Professional Rights and Responsibilities Committee (hereafter referred to as the PR&R Committee) composed of a maximum of four (4) members of the Health Department's Nurses Staff Council.

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

Section 3. The PR&R Committee shall process grievances commencing at Level Two of the grievance procedure; provided, however, that the Committee or the Employer may request participation of a representative(s) of the Michigan Nurses Association State Office when a grievance reaches Step Three (3) of the grievance procedure.

Section 4. The Employer agrees to release and compensate members of the PR&R Committee at their regular rate of pay for any scheduled working hours required in processing grievances; provided, however, that such time shall not exceed three (3) hours per work week, unless specific approval for additional time is obtained from the Employer in advance. PR&R Committee members shall not be required to process grievances outside of their regularly scheduled working hours. PR&R Committee members shall, before leaving their jobs or workstations, first secure permission from their immediate supervisor. When returning from processing a grievance, they are to notify their supervisor.

Section 5. The PR&R Committee representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half (1/2) hour immediately preceding a meeting at Step II or above of the grievance procedure, if an Association representative is to attend the meeting.

Section 6. Representatives of the Association may visit the employees they represent for the purposes of representing such employees in the grievance or special conference procedures of this Agreement, at reasonable times during working hours, provided that there is no interference with providing services. Arrangements for such meetings should be made with the immediate supervisor of the affected employee.

Section 7. Any grievance arising under this Article shall be filed directly at Step Three of the grievance procedure.

ARTICLE 8 PROFESSIONAL NEGOTIATION PROCEDURE

Section 1. The economic provisions of this Agreement shall not be the subject of further negotiations between the parties during the term of this Agreement. The provisions of this Agreement, dealing with the non-economic matters may become the subject of negotiation during the term of this Agreement only by mutual agreement of both parties. A request to re-open negotiations under this Article may be initiated by either party. Requests made by the Association shall be submitted in writing to the County Human Resources Director and requests made by the Employer shall be submitted in writing to the Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan 48864. In either case, a response to such a request shall be made in writing within thirty (30) calendar days. Such a request is a proper subject for a Special Conference, which is provided for elsewhere in this Agreement.

Section 2. The parties will cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any matters approved for negotiations as provided in Section 1 above.

Section 3. In any negotiations described in this Article neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from within or outside the area. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Association with the approval of the Michigan Nurses Association, and the ratification of the Monroe County Board of Commissioners. The parties mutually pledge that their respective representatives shall have the authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

Section 4. Any agreements so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the authorized representatives of the Employer and the Association.

ARTICLE 9 SPECIAL CONFERENCES

Section 1. Special Conferences for the improvement of professional working relations, health and safety, standards of nursing practice, client care, and issues concerning the interpretation or application of this Agreement that are not currently pending under or subject to the Grievance Procedure, will be arranged upon request of the Employer or the Association. The request to management shall come from the Staff Council Chair to the Health Officer/designee. The request to the Association shall be sent to the Staff Council Chair. Up to three (3) members of the Nurses Staff Council, not more than two (2) non-employee representatives for the Association, the Health Officer or their authorized designated representatives, and such others as the Employer may select, may attend a Special Conference.

Section 2. Arrangements for Special Conferences are to be made in advance and an agenda of the matters to be taken up at the Special Conference shall be presented in writing at the time the conference is requested. A Special Conference shall be scheduled within ten (10) working days after the request is made unless a later date is mutually agreed upon. Except by prior agreement, the Employer shall not be required to schedule more than one (1) Special Conference in any calendar month. A Special Conference shall also not last longer than two (2) hours, except by agreement of the Health Officer or one of their authorized representatives.

Section 3. Members of the Association shall lose neither time nor pay for time spent in a Special Conference if it is held during working hours.

Section 4. The Association representatives may meet at a place designated by the Employer, on the Employer's property, not more than thirty (30) minutes preceding a Special Conference.

ARTICLE 10 GRIEVANCE PROCEDURE*

Section 1. Grievance Procedure. A grievance is defined as a dispute arising under and during the term of this Agreement with respect to an alleged misinterpretation or misapplication of the express terms or conditions of this Agreement.

Time limits specified in the Grievance Procedure are of the essence. If the employee does not initiate a grievance within the specified time limits, the grievance will be barred. If an answer by the Employer is not appealed to the next step of the grievance procedure within the specified time limits, the Employer's last answer shall be considered final.

If the Employer does not respond to the grievance within the specified time limits, the grievance will be deemed denied and automatically move to the next step.

The time limits provided in the Grievance Procedure may be extended by a written agreement between the Employer and the Association. Any resolution or forfeiture of a grievance shall be final and binding upon the employee involved, the Association and the Employer. As used in this procedure, the term "work day" shall mean any weekday, Monday through Friday, excluding holidays.

STEP ONE

Any employee with a grievance shall first discuss the grievance with their supervisor in an attempt to resolve the matter. The employee must initiate this discussion within ten (10) workdays of the date of the occurrence giving rise to the grievance. A representative of the PR&R Committee may be present during the employee's discussion with the Supervisor, upon the request of either the employee or the Supervisor.

STEP TWO

If the grievance is not satisfactorily resolved at Step One, the employee shall submit the grievance in writing to the Health Officer or designee within fifteen (15) work days of the date of the occurrence giving rise to the grievance. The grievance shall include the following:

- a. The date of the alleged violation.
- b. A statement of the facts underlining the grievance.
- c. The specific provision(s) of the agreement that were allegedly violated.
- d. The remedy sought.
- e. The signature of the grieved employee.

The Health Officer or designee will sign for receipt of the grievance, note the date and time of receipt, and return a copy of the grievance to the employee. The Health Officer or designee will meet with the aggrieved employee and a Representative of the Association's PR & R Committee within five (5) work days of receipt of a grievance in an attempt to resolve the grievance. A written answer will be submitted to the Representative of the Association's PR & R Committee by the Health Officer or designee within five (5) work days of such meeting.

STEP THREE

If the grievance is not satisfactorily resolved at Step Two, the Representative of the Association's PR & R Committee shall submit the grievance to the Human Resources Director within five (5) workdays of receipt of the Step Two answer. The Human Resources Director, the Health Officer or designee and such other persons as the Employer may deem appropriate, shall meet with the Representative of the Association's PR & R Committee, the grievant, and the Labor Relations Representative of the Association, as soon as a meeting can be arranged, but not later than ten (10) work days following the date of the Step Two answer, in an attempt to resolve the grievance. The Human Resources Director shall provide the Representative of the Association's PR & R Committee and the Labor Relations Representative a written answer to the grievance within ten (10) workdays of such meeting.

Section 2. ARBITRATION.

If the Employer's Step Three answer does not resolve the grievance, the Association may appeal the grievance to arbitration by filing a Demand for Arbitration with the Human Resources Director. Such Demand shall be filed no later than thirty (30) workdays after a Representative of the Association's PR & R Committee receives the Employer's Step Three answer. Notification to the Human Resources Director shall include a copy of the Association's Demand for Arbitration and identification of the grievance, the issue(s) and the provision(s) of the Agreement involved. If the grievance is not submitted to Arbitration in accordance with the procedure and time limits herein provided, the Employer's Step Three disposition of the grievance shall be final.

Selection of the arbitrator shall be in accordance with the following procedure:

(a) Within fifteen (15) days of the receipt of the written demand for arbitration, the Human Resources Director shall notify one of the following arbitrators:

Mario Chiesa
Mark Glazer
Barry Brown
Ruth Kahn

Selection shall be made on a rotation basis with the arbitrator listed first as the one who will hear the first case. The next arbitrator on the list will hear the second case and so on until each arbitrator shall have heard a case. Once the list has been exhausted, the Parties will go back to the beginning of the list and start the selection process over with the first name on the list.

(b) If an arbitrator is not available to hear a case in less than six (6) months, the Human Resources Director may then move to the next arbitrator listed.

(c) Any arbitrator on the list may be removed from the list unilaterally by either the Employer or the Association during the life of the Agreement by written notice to the other Party and to the arbitrator. Upon receipt of written notice, no further cases will be assigned to that arbitrator, but the arbitrator will hear and decide any cases already assigned to them. Within thirty (30) days after receipt of such notice the Employer and the Association shall meet and mutually agree upon another arbitrator to replace the arbitrator who was removed. The newly selected arbitrator will be placed on the list in the numbered position of the arbitrator he/she replaces. An arbitrator may remove them from the list at any time.

(d) If all arbitrators listed above are not available to hear the case in less than six (6) months, the Association's Demand for Arbitration shall be forwarded by the Human Resources Director to the American Arbitration Association and the selection of the arbitrator shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association. Likewise, if the Parties mutually agree, in a particular case, not to use the list of arbitrators, they may agree in writing to use the American Arbitration Association selection procedure.

The arbitration hearing shall be governed by the Voluntary Labor Arbitration Rules of the American Arbitration Association in effect at the time the Association's Demand for Arbitration is filed. The arbitrator shall have authority to issue a subpoena compelling a witness to attend the arbitration hearing. Grievances shall be arbitrated separately unless otherwise agreed in writing between the Employer and the Association.

The fees and approved expenses of the arbitrator shall be shared by the Association and the Employer equally. Each party shall be responsible for compensating its own representatives and witnesses. The cost of any room or other facility needed for the arbitrations shall be shared equally by the Employer and the Association. All hearings shall be held at a mutually agreeable site. Employee witnesses, except the grievant and the one Representative of the Association's PR & R Committee, who are scheduled to work on the day of an arbitration hearing, shall be excused from work only to testify and shall return to work immediately thereafter. The grievant and the Representative of the Association's PR & R Committee shall be excused from work to attend the entire arbitration hearing and shall return to work immediately thereafter.

The arbitrator shall have authority to hear and determine any grievance involving the misinterpretation or misapplication of the express terms or conditions of this Agreement, provided the grievance has been timely processed through the Grievance Procedure and is properly before her. In fulfilling her duties under this Agreement, the arbitrator shall have authority to apply and interpret the express terms or condition of this Agreement but shall not have the authority to add to, subtract from, or modify this Agreement, or resolve any dispute under any section of this Agreement which is expressly excluded from arbitration, or imply a provision which is not otherwise specifically provided herein. If the arbitrator issues his decision within his jurisdiction and authority, the decision of the arbitrator shall be final and binding upon the employee(s), the Association, and the Employer. Any matter submitted to arbitration over which the arbitrator has no power to rule, shall be referred back to the parties without decision.

The retroactive effect of any claim filed under the grievance procedure shall be limited to the date of the presentation of the grievance at Step One of the Grievance Procedure. No claim for back wages shall exceed the amount of the wages the employee would otherwise have earned at their base rate as set forth in Appendix A, less any unemployment or other compensation she may have received from a source of employment during the period in question.

*For purposes of processing any grievances filed by employees who are covered by this Agreement and assigned to the Jail, the Sheriff shall be substituted for the Health Officer throughout this Grievance Procedure.

ARTICLE 11 STRIKES AND LOCKOUTS

Section 1. The grievance procedure set forth in this Agreement provides the sole remedy for the settlement of employee grievances. As a result, no employee or group of employees shall, either directly or indirectly, take part in or cause any strike of any sort whatsoever, whether complete or partial, against the Employer during the term of this contract. In addition, employees shall not engage, either directly or indirectly, in any complete or partial stoppage of work, boycott, demonstration, picketing, refusal to do reasonably assigned work, or other conduct of any sort whatsoever which causes or results in interference with the normal operations of the Employer. Any employee who engages in any such prohibited conduct shall be subject to discipline or discharge, but the Association shall have recourse to the grievance procedure as to the matters of fact related to in the alleged actions of such employees.

Section 2. The Association agrees that neither it nor any of its representatives or members shall, either directly or indirectly, authorize, permit, assist, encourage, condone, defend or in any way, participate in, or lend support, to any of the conduct which is prohibited by Section 1 above of this Article. The Association further agrees that it will use its best efforts to prevent any of the prohibited conduct.

Section 3. The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 12
DISCIPLINE AND DISCHARGE

Section 1. Seniority employees shall be subject to discipline or discharge for just cause. The principle of progressive discipline is recognized, except in cases of serious offenses warranting immediate suspension or termination.

Section 2. When scheduling either an investigatory or disciplinary meeting the Registered Nurse will be told the reason for the meeting and the time for the meeting.

Section 3. 2. An employee may request the presence of their Association Representative (or Alternate) during a meeting in which she reasonably expects could lead to discipline or be disciplined. When an Association Representative is requested, the investigatory meeting or disciplinary process will stop until the Association Representative (or Alternate) is present with the employee. During the meeting, the Employer's representative will advise the employee and the Association Representative (or Alternate) of the discipline contemplated and the reason for it. During this meeting, the Association Representative (or Alternate) shall, upon request, be granted a reasonable opportunity to meet privately with the employee.

Section 4. An employee shall not be disciplined until she has been accorded an opportunity to present her position with respect to the events giving rise to the potential disciplinary action.

Section 5. At the time an employee is suspended or discharged, the Employer shall provide the employee with a written statement of the reasons for said action. If the employee elects to challenge such action, she shall file a grievance within ten (10) working days following the suspension or discharge at Step 3 of the Grievance Procedure. Any such grievance not meeting this time requirement shall be disallowed.

Section 6. In imposing a disciplinary penalty upon a current charge, the Employer will not take into account any prior minor infractions, which occurred more than one (1) year previously.

ARTICLE 13
SENIORITY

Section 1. All employees hired on or after the effective date of this Agreement shall be on probation for a period of ninety (90) consecutive calendar days commencing with the employee's last date of hire. During the period of an employee's probation, the employee shall be subject to termination by the Employer at any time, and for any reason not prohibited by state or federal law. The Employer shall have no responsibility for the re-employment of a probationary employee if she is laid off or discharged during the probationary period.

Section 2. After an employee has satisfactorily completed their probationary period, she shall be entered on the seniority list and credited with seniority retroactive to their date of hire.

Section 3. Employees who transfer out of the bargaining unit to another position with the Employer shall have their seniority frozen for a period of one (1) year. If an employee returns to the bargaining unit within one (1) year, she shall be re-credited with all accrued seniority. Such time may not be used in determining the employee's initial placement upon return to the unit.

Section 4. A seniority list is attached to this Agreement as Appendix C. This list shall be updated annually by the Employer.

Section 5. Termination of Seniority. An employee shall have their seniority rights and their employment terminated if:

- (a) the employee quits;
- (b) the employee retires or is retired under the County's retirement plan;
- (c) the employee is discharged for just cause;
- (d) the employee is absent for three (3) consecutive workdays without notifying her Department Head, unless she is unable to give such notice on her behalf due to emergency circumstances;
- (e) the employee falsified a material fact on their application for employment or gives a false reason to obtain a leave of absence;
- (f) the employee fails to report to work upon termination of any leave of absence unless such leave is extended by the Employer;
- (g) the employee fails to report to work after being notified to report to work after a layoff unless the reporting date has been extended by the Employer. Extensions for appropriate cause shall not be unreasonably withheld;
- (h) the employee is on a medical leave of absence for a period of more than two (2) years unless extended by the Employer. For a period of one (1) year after termination of her seniority pursuant to this provision, the former employee shall be placed on the Employer's preferred eligibility list for reconsideration of employment in any vacancies covered by this Agreement which may occur during such one (1) year period. Former employees on the preferred eligibility list shall be considered for employment before other potential new hires but the Employer shall not be required to hire such persons unless they have the qualifications and are able to perform the essential functions needed for such vacancies. If the former employee is not hired by the Employer within such one (1) year period, her name shall be removed from the preferred eligibility list. The Employer will inform all such former employees on the preferred eligibility list of position vacancies as they occur. Such notice shall include a description of each position's duties and responsibilities and rate of pay;
- (i) the employee works for another employer while on any leave of absence, unless such employment is mutually agreed to, in writing; or

(j) the employee is laid off for a period of twelve (12) consecutive months, or the employee's length of seniority, whichever is lesser. For a period of one (1) year after termination of her seniority pursuant to this provision, the former employee shall be placed on the Employer's preferred eligibility list for reconsideration of employment in any vacancies covered by this Agreement, which may occur during such one (1) year period. Former employees on the preferred eligibility list shall be considered for employment before other potential new hires but the Employer shall not be required to hire such persons unless they have the qualifications and are able to perform the essential functions needed for such vacancies. If the former employee is not hired by the Employer within such one (1) year period, her name shall be removed from the preferred eligibility list. The Employer will inform all such former employees on the preferred eligibility list of position vacancies as they occur. Such notice shall include a description of each position's duties and responsibilities and rate of pay.

ARTICLE 14 LAYOFF AND RECALL

Section 1. General. The Employer shall utilize the procedure set forth in Section 2 below in reducing the work force. Preceding the notification of employees of their displacement or layoff, the Human Resources Director and the Health Officer or designee shall meet with the Association's Labor Relations Representative or designee and Staff Council Chairperson to discuss the positions to be eliminated and to identify the individuals to be displaced and laid off.

Section 2. Layoff Procedure. Prior to the actual displacement or layoff of a temporary, probationary or seniority employee, volunteers will be sought. Temporary and probationary employees of the Health Department who are employed within the affected classification shall be laid off next in any order, provided the remaining employees possess the training and ability, following an appropriate orientation, to perform the duties of the position held by such person. If additional reductions are required, seniority employees of the Health Department who are employed within the affected classification shall be displaced in order of their seniority (least senior first), irrespective of their full-time or part-time status.

An employee who is being displaced shall have the right to exercise their seniority to displace a less senior employee in the same or lower pay grade and classification in any program, provided she has, with an appropriate orientation, the training and the ability to perform the duties of the position. If the employee does not displace another employee as herein provided, the employee shall be laid off.

The Employer shall provide not less than two (2) weeks' notice or pay to the employees who are laid off pursuant to this provision. The Union Chairperson shall be given a copy of said notice.

Section 3. Recall from Layoff. When vacancies occur within job classification(s) and program(s) that are the same as those formerly held by employees on layoff, the employees from those classifications and programs shall be recalled in reverse order of their being laid off.

When vacancies occur within a classification and a program in which no laid-off employee previously worked, Article 16, Vacancies, shall first be implemented. After implementation of Article 16, Vacancies, recall shall be offered to the laid-off employees in

order of their bargaining unit seniority, most senior first, provided the employee has, with an appropriate orientation, the training and the ability to perform the duties of the position.

Section 4. Reduced Work Schedules in Lieu of Layoff. Upon mutual agreement, the parties may meet and attempt to negotiate reduced work schedules in lieu of layoffs. The result of such negotiations shall be subject to ratification by the Union's membership and the Monroe County Board of Commissioners prior to becoming effective. Should the parties not agree to a reduced work schedule during negotiations and/or the final result of such negotiation is rejected by either of the ratifying bodies as above provided, the Employer shall implement the layoff procedure set forth above.

Section 5. Emergencies. In the event of an emergency beyond the control of the Employer, arising from an Act of God, flood, fire, storm, civil disturbance, power failure, or other like events, the Employer shall have the right to make temporary adjustments of the work force for a period not to exceed five (5) work days without regard to seniority. Employees shall be obligated to report for such emergency duty, unless excused by their Department Head, and must perform the work assigned. If such conditions exceed five (5) workdays, the work force shall be adjusted according to the layoff procedure as described in this Article, except as the Employer and the Union may otherwise agree.

ARTICLE 15 WORK RULES AND REGULATIONS

The Employer shall have the right to make, modify, and enforce reasonable rules and regulations relating to employee conduct which, when published or posted, shall be observed by all employees. Employees who fail to abide by such rules and regulations shall be subject to discipline up to and including termination.

ARTICLE 16 VACANCIES

Section 1. Employees who demonstrate the potential ability and aptitude for a position of increased responsibility shall be given consideration for promotion to positions covered by this Agreement when vacancies occur.

Section 2. To implement the above policy, the Employer shall, whenever a vacancy exists or a newly created job is about to be established which is subject to this Agreement, post on the department's bulletin board a notice of such vacancy or newly created job for a period of not less than five (5) work days. Any employee may apply within the deadline set forth in such notices.

Section 3. In evaluating candidates for vacancies or newly created jobs subject to this Agreement, the Employer shall consider the respective abilities, qualifications and seniority of all employees covered by this Agreement who bid for such position. If two (2) or more employees are deemed equally qualified by the Employer, the promotion shall be given to the employee with the greater seniority. If the Employer determines that there are no bidders qualified for the vacancy or newly created job, the Employer may hire a person from outside the bargaining unit.

Section 4. Absent extenuating circumstances, the Employer will transfer employees to position vacancies within thirty (30) days of the date of the award. If an employee cannot be transferred within thirty (30) days, the Employer shall inform the Staff Council Chair of the reasons for the delay and the date the employee may expect to be transferred.

ARTICLE 17
PERFORMANCE EVALUATIONS

Section 1. Each employee shall receive a written evaluation of their work performance by their immediate supervisor within ninety (90) days of the commencement of their employment, and at least annually thereafter. A performance evaluation shall be reviewed with the employee by their supervisor. Specific recommendations for improvement in job performance may be made and explained to the employee. When an evaluation is reviewed with the employee, the employee shall acknowledge receipt of same by signing and dating it. If the employee disagrees with the evaluation, she may prepare, date, and sign a written response to be attached to the evaluation.

Section 2. Performance evaluations are not intended to be disciplinary in nature and may not be used as a step in the disciplinary procedure.

ARTICLE 18
HOURS OF WORK

Section 1. Work Week. The regular workweek for full-time employees shall be forty (40) hours per week. The regular workday for full-time employees shall be eight (8) hours per day, Monday through Friday, from 8:00 a.m. to 5:00 p.m. excluding a one (1) hour unpaid lunch period. The regular work day for those employees who are assigned at the Monroe County Jail shall be eight (8) hours per day, Monday through Friday, from 6:30 a.m. to 3:30 p.m. excluding a one (1) hour unpaid lunch period. Full-time employees who are regularly assigned the regular workweek shall not be required to work weekends or evenings on a permanent basis, except as would be required by a transfer in lieu of layoff. The regular workweek for part-time employees shall be less than forty (40) hours per week.

Any employee who is scheduled to work hours other than the above will be working a non-regular workweek. Current employees may apply for such non-regular positions in accordance with Article 16, Vacancies.

Section 2. Lunch Periods/Work Breaks. Each employee who works an eight (8) hour shift shall receive a one (1) hour unpaid lunch period each workday. Such employees shall also be granted two (2) rest periods of fifteen (15) minutes duration during each workday, one in the first half and the other in the second half of the work day.

Section 3. Overtime.

(a) Employees shall not work more than their assigned workday or workweek without prior approval of their supervisor. Prior approval shall include an approval form for overtime

provided by the Employer and completed and signed by the Health Officer or designee. Any employee who is required to work more than forty (40) hours in the work week shall be paid for the excess hours at one and one-half (1.5) times their straight time hourly rate of pay or she may elect to receive compensatory time off at one and one-half (1.5) times the number of excess hours. Such compensatory time shall not exceed thirty-two (32) hours. An employee electing to take compensatory time off in lieu of pay must make the request to their supervisor at least forty-eight (48) hours prior to the time off requested.

(b) Upon mutual agreement between the employee and their supervisor, employees may flex their weekly schedules in order to avoid overtime. Employees must notify their supervisor in advance of flexing their schedule. In the event the time cannot be flexed within the work week, the above process shall apply.

Section 4. Shift Differential. An additional stipend of \$2.00 per hour will be paid as a shift differential for hours worked after 5 p.m. Shift differentials are not payable for hours compensated with overtime. Employees who are permitted by the Employer to voluntarily flex their time shall be entitled to a shift differential. Employees shall be compensated for a minimum of two (2) hours at the appropriate hourly rate of pay for any work assignment, which begins after 5:00 p.m. on weekends or holidays.

Bargaining unit work performed on weekends and after 5 p.m. will be performed by bargaining unit employees. An employee who works a regular workweek may be scheduled to work on weekends, after 5 p.m. or on holidays. Scheduling for this work may be accomplished by hiring an employee to work these times, by obtaining volunteers from the public health nursing staff, or making assignments from among the employees covered by this Agreement. In those cases where assignments are to employees covered by this Agreement, such assignments will be in inverse order of seniority and then by rotation and will include only those employees who are assigned to work in the specific program that needs coverage after 5 p.m., on weekends, or holidays.

Section 5. On-Call. Employees assigned to work at the Monroe County Jail may be required to be “on- call” for rotating periods of two (2) week’s duration. For each week the employee is “on-call”, said employee shall receive two (2) hours pay at their regular straight time rate, or pay for time she actually performs services on said assignments, whichever results in the higher payment to the employee for their “on-call” assignment that week.

ARTICLE 19 JOB CLASSIFICATIONS

In the event the Employer creates a new job classification in the Health Department, the Employer shall establish the duties of the classification and set the salary. The salary established by the Employer shall be considered temporary for a period of fifteen (15) calendar days following the date of written notification to the Association and the Staff Council of the creation of such new classification and salary. Within the said fifteen (15) day period, but not thereafter, the Association may request a meeting with representatives of the Employer for the purpose of negotiating the salary as established by the Employer. When an agreement is

reached upon the salary, any change from that salary originally established by the Employer shall become retroactive to the date of the establishment of the new nurse job classification.

ARTICLE 20 COMPENSATION

Section 1. Pay Periods. Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of their earnings and all deductions made for any purpose.

Section 2. Base Wages. The base rates for classifications covered by this Agreement are set forth in Appendix A of this Agreement. All employees shall be compensated at the rate specified for the pay grade, classification and full-time or part-time status, as provided for in Appendix A of this Agreement.

New hires may be granted up to four (4) years prior service credit for purposes of initial placement on the Wage Schedule. All experience for which prior service credit is granted must be directly related to the employment qualifications, duties and responsibilities of the job classification for which the employee is being hired and must be submitted in writing to the County Administrator/CFO prior to the employee being hired. The County Administrator / CFO shall submit his recommendation to the County Board for approval. After completing one (1) year of service at the approved pay step, the employee shall thereafter advance to each successive step after twelve months at each such step until she reaches the maximum step of the Wage Schedule for her classification and pay grade.

Section 3. Transfers From Full-Time To Part-Time Status. Except as provided below, an employee who transfers from full-time to part-time status shall forfeit all eligibility for insurance benefits and all other fringe benefits provided for under this Agreement, effective with the date of said transfer. Full-time employees who convert to part-time status and who continue to work at least 1,000 hours per year may continue their participation in the Monroe County Employees Retirement System, subject to the express terms and conditions provided in the Monroe County Employees Retirement System Ordinance.

Section 4. Transfers From Part-Time To Full-Time Status. An employee who transfers from part-time to full-time status shall be placed at the same pay step in the full-time classification that corresponds to the step the employee was on at the time of such transfer. Future increases will be based on the date of transfer to full-time. Insurance benefits shall commence on the first day of the month following the transfer to full-time.

Section 5. Pay Adjustments for Promotions and Transfers to Regular Position Vacancies.

(a) If an employee is promoted to a classification in a higher pay grade, their base pay shall be increased for that step of the new classification which will result in a base wage increase as close as possible to, but not less than, 5% above the base rate she was last paid in their former position and shall not exceed the maximum pay rate of the higher pay grade.

(b) If an employee is transferred to a classification in the same pay grade, their base pay shall remain the same.

(c) If an employee is transferred to a classification in a lower pay grade, she shall be placed at the same step on the salary schedule in such lower graded position as the step on which she was placed at the time of her transfer and their base rate reduced accordingly.

Section 6. Pay Adjustments for Temporary Transfers. An employee who is temporarily transferred to another position for a period of more than five (5) consecutive working days, shall receive the rate of pay set forth in Appendix A for the job classification to which she is temporarily assigned, or \$0.20 above the base rate of her regular job classification, whichever is higher, retroactive to the first date of such transfer. If the period of transfer is less than five (5) consecutive working days, the transferred employee shall keep the rate of pay for her regular job classification. (The Employer agrees that it will not seek to avoid out of classification of pay by the rotation of employees in and out of a temporary position.)

ARTICLE 21 INSURANCE

Section 1. Health Care Benefits.

- (a) Effective January 1, 2011 the Employer agrees to provide each regular, full-time seniority employee (and her eligible dependents*), a choice of coverage under one of the following health insurance plans:
- 1.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 1 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
 - 2.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 2 Plan, with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
 - 3.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
 - 4.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 4 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
 - 5.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 5 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.
 - 6.) Blue Cross/Blue Shield of Michigan Community Blue PPO Option 6 Plan with Rx generic mandate \$10 co-pay, and brand name non-preferred formulary \$40 co-pay.

Except as otherwise provided herein the County and the employee shall each make contributions toward the cost of coverage as follows:

Commencing January 1, 2011, the County shall apply 90% of the illustrated premium cost of coverage for the employee and her spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2012, the County shall apply 88% of the illustrated premium cost of coverage for the employee and her spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

Commencing January 1, 2013, the County shall apply 85% of the illustrated premium cost of coverage for the employee and her spouse and dependents under the Blue Cross/Blue Shield of Michigan Community Blue PPO Option 3 Plan toward the cost of coverage under any one of the above plans that is selected by the employee. Employees shall pay the difference between the cost of the Plan they select and the County's contribution.

All coverage under the plans shall be subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the employee's ninetieth (90th) day of continuous employment. The employee's contribution to the cost of such coverage shall be payable on a bi-weekly basis through automatic payroll deduction. Employees are eligible to change their coverage selection from among the three (3) options listed above during periods of open enrollment.

(b) Part-time employees may participate in the Employer's Health Care Benefits Program at their own expense.

(c) To qualify for health care benefits as above described each employee must individually enroll and make proper application for such benefits at the Human Resources Office upon the commencement of regular employment with the Employer. The Human Resources Department shall provide all such necessary forms for enrollment.

(d) Except as otherwise provided in Article 23, Leaves of Absence, Section 2, Family and Medical Leave, when on an authorized unpaid leave of absence of more than thirty (30) calendar days, the employee will be responsible for paying all of her benefit costs for the period she is not on the active payroll. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's health care benefits shall automatically terminate upon the effective date of the unpaid leave of absence.

(e) Except as otherwise provided under this Agreement and/or under COBRA, an employee's health care benefits shall terminate on the date the employee goes on a leave of absence for more than thirty (30) calendar days, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's health care benefits coverage shall be reinstated commencing with the employee's return.

(g) An employee who is on layoff or leave of absence for more than thirty (30) calendar days or who terminates their employment may elect under COBRA to continue the coverage herein provided at her own expense.

(h) The Employer reserves the right to change the carrier(s), the plan(s), and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

(i) To be eligible for health care benefits as provided above, an employee must document all coverage available to her under her spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse works for an employer who provides medical coverage, such spouse is required to elect medical coverage with their employer, with the Monroe County Plan becoming secondary.

Section 2. Voluntary Waiver of Health Care Coverage.

(a) Total Waiver of Health Care Coverage

(i) Any employee who can secure health care benefits from another source other than the County of Monroe and desires to waive all coverage for herself, her spouse, and dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee her spouse and dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage under the County's Health Care Benefits Plan as provided in this Agreement and who expressly waives, in writing, all rights to any other health care benefits coverage paid for by the County of Monroe, will receive a cash payment of \$1,000.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. By way of illustration, but not by way of limitation, an employee who waives health care benefits coverage as herein provided and receives the \$1,000 voluntary payment shall not be eligible to receive health care benefits from a spouse employed by the County of Monroe. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$1,000 payment.

(iv) An employee who has waived coverage as hereinabove provided may apply to have such coverage reinstated, provided she demonstrates that she can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee, her spouse and dependents is once again covered under the County's Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

(b) Waiver of Coverage for Employee's Spouse and Children Only

(i) Any employee whose spouse can secure health care benefits from a source other than the County of Monroe for the spouse and the employee's dependents and desires to retain coverage under the County's plan but waive all coverage for her spouse and/or dependents under the County's Health Care Benefits Plan shall submit a written request for such waiver to the County Administrator or designee.

(ii) The Employer will notify the employee of the effective date that the Employer will no longer provide such benefits to the employee's spouse and/or dependents. This date will be binding on all parties.

(iii) An employee who has waived all coverage for her spouse under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$500.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$500.00 payment.

(iv) An employee who has waived all coverage for her spouse and dependents under the Health Care Benefits Plan as provided in this Agreement, will receive a cash payment of \$600.00 per year, paid in a separate check, the first non-pay Friday in December of each calendar year. Any employee who has waived coverage under this provision less than a full calendar year shall receive a prorated amount of such \$600.00 payment.

(v) An employee who has waived health care benefits coverage under the Employer's plan for her spouse and/or dependents may apply to have such benefits reinstated, provided she demonstrates that her spouse can no longer receive such benefits from another source. All such applications for reinstatement shall be made, in writing, to the County Administrator or designee. The County Administrator or designee will respond to such requests within fifteen (15) calendar days of receipt of the request. Such response will indicate the effective date that the employee's spouse and dependents are once again covered under the Health Care Benefits Plan, and the Employer shall have no obligation whatsoever prior to such effective date.

Section 3. Dental Care Benefits.

(a) The Employer shall provide such regular, full-time seniority employee (and her eligible dependents*) the 75-25 Co-Pay Dental Plan in effect as of the date of this Agreement, subject to such terms, conditions, exclusions, limitations, deductibles, co-payments and other provisions of the plan. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for the group dental care benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of her regular employment with the Employer. The Human Resources Department shall provide forms to employees.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the dental care benefits herein provided. When on an authorized unpaid leave of absence for more than thirty (30) calendar days, the employee will be responsible for her benefit costs for the

period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's dental care benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than thirty (30) calendar days.

(d) Except as otherwise provided under COBRA, an employee's dental care benefits shall terminate on the date the employee goes on a leave of absence of more than thirty (30) calendar days, terminates, retires, or is laid off. Upon return from a leave of absence or layoff, an employee's dental care benefits coverage shall be reinstated commencing with the employee's return.

(e) An employee who is on layoff or leave of absence of more than thirty (30) calendar days or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

(f) The Employer reserves the right to change the plan, the carrier and/or manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 4 Vision Care Benefits.

(a) The Employer shall provide each regular, full-time seniority employee (and her eligible dependents*) vision care benefits coverage under the Blue Cross/Blue Shield of Michigan Vision A-80 Plan.

Coverage under the foregoing plan shall be subject to such conditions, exclusions, limitations, deductibles and other provisions pertaining to coverage as are stated in said plans. Coverage shall commence on the day following the employee's ninetieth (90th) day of continuous employment.

(b) To qualify for vision care benefits as above described, such employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of her regular employment with the Employer. The Human Resources Department shall provide forms to employees.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the vision care benefits herein provided for the period that the employee is on the active payroll. When on an authorized unpaid leave of absence of more than thirty (30) calendar days, the employee will be responsible for her benefits costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's vision benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than thirty (30) calendar days.

(d) Except as otherwise provided under COBRA, the employee's vision care benefits shall terminate on the date the employee goes on leave of absence of more than thirty (30) days, terminates, retires, or is laid off. Upon return from a leave of absence of more than thirty (30) calendar days or layoff, an employee's vision care benefits plan shall be reinstated commencing with the employee's return to work.

(e) An employee who is on layoff or leave of absence of more than thirty (30) calendar days or who terminates may elect under COBRA to continue at her own cost the coverage herein provided.

(f) The Employer reserves the right to change the plan, the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 5. Internal Revenue Code Section 125
Cafeteria Plan

(a) The Employer agrees to make available to employees a Cafeteria Plan under Section 125 of the Internal Revenue Code that will permit employees to purchase health care and dependent care benefits on a pre-tax basis. This Plan shall be subject to all applicable provisions of the Internal Revenue Code.

(b) The Employer may, at its discretion, appoint a third party to administer its Section 125 Cafeteria Plan.

Section 6. Term Life and Accidental Death and
Dismemberment Benefits.

(a) The Employer shall provide each regular, full-time seniority employee term life insurance and accidental death and dismemberment benefits in the amount of \$30,000.

Coverage will commence on the day following the employee's ninetieth (90th) day of continuous employment. Life and AD&D benefits will be reduced by 35% at age 65, 55% at age 70, and 70% at age 75.

(b) To qualify for term life and accidental death and dismemberment benefits as above described, each employee must individually enroll and make proper application for such benefits at the Human Resources Department upon the commencement of their regular employment with the Employer. Forms shall be provided to employees by the Human Resources Department.

(c) Subject to the other provisions of this Agreement, the Employer shall pay the cost of providing the term life and accidental death and dismemberment benefits herein provided for the period that the employee is on active payroll. When on an authorized unpaid leave of absence of more than thirty (30) calendar days, the employee will be responsible for their benefit costs for the period she is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Human Resources Department prior to the commencement of the leave. If such application and arrangements are not made as herein described, the employee's group term life and accidental death and dismemberment

benefits shall automatically terminate upon the effective date of the unpaid leave of absence of more than thirty (30) calendar days.

(d) An employee's group term life and accidental death and dismemberment benefits plan shall terminate on the date the employee goes on a leave of absence of more than thirty (30) calendar days, terminates, retires or is laid off. Upon return from a leave of absence of more than thirty (30) calendar days, an employee's group term life and accidental death and dismemberment benefits plan shall be reinstated commencing with the employee's return.

(e) The Employer reserves the right to change the plan, the carrier and/or the manner in which it provides the above benefits, provided that the benefits are equal to or better than the benefits outlined above.

Section 7. Short-Term Disability Benefits.

(a) The Employer agrees to provide each regular, full-time seniority employee short-term disability benefits, subject to such terms, conditions, exclusions, limitations, deductibles and other provisions of the current plan.

(b) If, at the end of the short-term disability benefit period, the employee continues to be disabled, the Employer, after consultation with the employee's physician and its physician, may require said employee to attend educational and vocational training programs, at the Employer's expense. Upon completion of any such programs, the employee may be reassigned to another position with the Employer at the rate of pay established by said position. The Employer reserves the right to offer "favored work" to an employee who is receiving disability benefits, as long as the "favored work" is within the employee's limitations and restrictions as certified. Any employee who refuses such "favored work" offer shall not be eligible for disability benefits. An employee performing such "favored work" will be compensated at the same rate of pay the employee was earning at the time she went on disability, for such time as the employee is eligible to receive disability benefits or two years, whichever is lesser. If the employee is in a regular position vacancy upon the expiration of the two (2) year period, the employee shall continue in said position if the employee is able to perform all of the essential functions of that job, with or without reasonable accommodation as provided under the Americans with Disabilities Act. In that circumstance, the employee's rate of pay shall be reduced to the regular rate for that position. If the employee is not in a regular position vacancy upon the expiration of the two (2) year period, the employee shall be terminated concurrent with the termination of her disability benefits.

(c) The employee shall apply for the foregoing benefits immediately upon becoming eligible for same. Further, the employee shall keep the Employer fully apprised in writing of her eligibility for and the status of said benefits and provide the Employer with such certification as it may require. Any employee going on disability shall complete the disability form provided by the Employer's Human Resources Department, along with a statement from the employee's physician stating the nature of illness or disability and the expected length of time that the employee may be disabled.

(d) The employee may use sick days, personal days, vacation days, or leave without pay to fulfill the waiting period requirement of the short-term disability plans.

(e) No disability benefits will be paid unless the disabled employee is under the care of a physician who states, in writing, that the employee continues to be disabled. This documentation shall be provided as often as required by the Employer but not less than once per month. The Employer retains the unlimited right to direct any employee, at any time, as a condition of receiving disability benefits, to an examining physician of its designation. Such examination will be at the Employer's expense. Should such examining physician disagree with the opinion of the employee's treating physician as to the disability of such employee, or the extent of the restrictions or limitations of such employee, the employee will be cited to an independent third physician for her examination and evaluation. This physician will be selected by the Employer's physician and the employee's physician and her examination will be at the Employer's expense. The opinion of such physician will be final and binding on the parties herein and all further examinations as may be directed by the Employer as to said employee will be done by such physician.

(f) The Employer shall maintain all insurance benefits for the disabled employee and, in the case of health care benefits, for her eligible family, up to one (1) year from the commencement of a disability. The Employer may, at its discretion, extend said insurance benefits or allow the disabled employee to purchase said benefits from its carrier, if possible.

(g) When an employee is on disability, she shall not accrue vacation, hours toward longevity eligibility, or any other benefits. The employee shall also be ineligible for paid holidays or any other form of compensation from the Employer.

(h) An employee's disability benefits shall terminate on the date the employee terminates, retires or is laid off. Upon return from layoff, the employee's disability benefits shall be reinstated commencing with the employee's return.

(i) The Employer reserves the right to change the plan, the carrier and/or the manner in which it provides the above coverage, provided that the benefits are equal to or better than the benefits outlined above.

Section 8. Workers' Compensation. The Employer shall provide coverage for all employees under the Michigan Workers' Compensation Disability Act.

*Eligible dependents as referenced herein shall include the employee's spouse and children as defined and provided for in the applicable plan document.

ARTICLE 22 RETIREMENT AND RETIREE HEALTH CARE

Section 1. Retirement Plan for Employees hired prior to January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who are present participants in the Plan or who become participants in the Plan during the term of this Agreement. Part-time employees hired prior to January 1, 2011, who later become participants in the Monroe County Retirement System as full-time hires, shall have their pension benefits administered under the provision of Section 1, herein.

In accordance with the provisions of said Ordinance, regular full-time seniority employees will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. The monthly benefit formula applicable to retirement for all regular full-time seniority employees in the bargaining unit who elect to retire shall be two and one half (2.5%) percent of the employee's final average compensation multiplied by her years of credited service, not to exceed seventy-five percent (75%) of final average compensation. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of her credited service producing the highest average compensation contained within the period of 120 months of her credited service immediately preceding the date her employment with the County last terminates.

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

Section 2. Retirement Plan for Employees hired on or after January 1, 2011

General. Subject to the terms and conditions herein provided, the Employer agrees to maintain the Monroe County Employees Retirement System Ordinance now in effect for all employees covered by this Agreement who become participants in the Plan on or after January 1, 2011.

In accordance with the provisions of said Ordinance, an individual will be eligible for normal retirement upon attaining age 60 or older with 8 or more years of credited service, or age 55 or older with 30 or more years of credited service. Effective January 1, 2011 the monthly benefit formula applicable to retirement for all employees in the bargaining unit who were hired on or after January 1, 2011, shall be one and one-half (1.5%) percent of the employee's final average compensation multiplied by her years of credited service, not to exceed seventy-five percent (75%) of final average compensation. Effective January 1, 2011, all employees shall contribute three (3%) percent of all earning to the Retirement System. Such contributions shall be made through automatic payroll deduction on a biweekly basis from each member's earnings. Final average compensation shall be the average of the compensation paid an individual during the period of thirty-six (36) consecutive months of her credited service producing the highest average compensation contained within the period of 120 months of her credited service immediately preceding the date her employment with the Employer last terminates

An individual who retires under the normal retirement or disability retirement provisions of the Monroe County Employees Retirement System Ordinance may elect to be paid the individual's accumulated member contributions provided such election is made prior to the date the first payment of the pension is made. The amount of pension paid to an individual making such election shall be reduced as provided in the Ordinance.

Section 3. Part-Time Employees. Part-time employees hired prior to August 28, 2007, and full-time employees who were hired and converted to part-time status before said date, shall not be eligible to participate in the Monroe County Employees Retirement System.

Part-time employees hired on or after August 28, 2007, and full-time employees who convert to part-time status on or after said date, who work at least 1,000 hours per year may be eligible to participate in the Monroe County Employees Retirement System, subject to the express terms and conditions provided in the Monroe County Employees Retirement System Ordinance and this Agreement.

Section 4. Retiree Health Care Plan.

A. General. All persons hired by the Employer on or after October 28, 2003, shall not be eligible for retiree health care benefits, and shall not be required to make contributions to the Retiree Health Care Fund referenced in Section 3 below.

The Employer shall provide those employees who were hired prior to October 28, 2003, and who separate for purposes of retirement on or before January 1, 2011 and who receive benefits under the Monroe County Employees Retirement System Ordinance the following health care benefits. The spouse and eligible dependents of such employees shall be eligible for retiree health care benefits as provided in paragraph B below. The retiree's contribution to the cost of coverage for herself and/or spouse and eligible dependents shall be payable on a monthly basis through automatic deduction from their pension benefit.

Pre-Medicare: Employees who retire on or after January 1, 2011, will be provided the same health care benefits, including but not limited to cost sharing, that it provides to its active employees until the retiree becomes eligible for Medicare.

Medicare: Retirees must enroll in the Part B Medicare program commencing on the date they first become eligible to participate in the program. Retirees shall be responsible for the cost of such coverage.

The Employer shall make available to those retirees who are properly enrolled in the Part B Medicare Program as above provided, a Supplemental Plan, with a \$100 deductible. Such Plan will have the same Rx drug benefits the County provides its active employees.

All coverage shall be subject to the specific terms, conditions, exclusions, limitations, deductibles, co-payments, premium cost-sharing and other provisions applicable to each of the plans.

The Employer reserves the right to change carrier(s), plan(s), and/or the manner in which it provides the below benefits, provided that the benefits are equal to or better than the benefits outlined above.

To be eligible for the health care benefits provided below, the retiree and spouse must document all coverage available under the spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense. If an employee's spouse or eligible dependent children work for an employer who provides medical coverage, they are required to elect medical coverage with their employer, with the Monroe County Plan becoming secondary.

- B Spousal and Dependent Coverage: The spouse and *eligible dependents of an employee at the time of her retirement shall also be permitted to participate in any of the above described Retiree Health Care Plans in which the retiree participates if they are not otherwise eligible for health care benefits through another employer. Upon payment of the required contribution to illustrated premium by the retiree, retiree spouse and/or dependent child(ren) the Employer shall pay 50% of the remaining part of the illustrated premium for a participating retiree's spouse and *eligible dependents and the retiree shall pay the difference; provided, however, the Employer shall pay an additional 2.27% of such remaining part of the illustrated premiums for each year of the retiree's credited service in excess of eight (8) years of credited service, not to exceed a total of thirty (30) years credited service or 100% of the Employer's share of the applicable illustrated premium not covered by retiree contribution.

The retiree's spouse shall also be allowed to continue to receive health care benefits following the death of the retiree as long as the spouse is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

Dependent children of the retiree are also eligible for continued health care coverage after the retiree's death, provided the dependent children are covered by the retiree's health care plan at the time of the retiree's death and continue as dependents of the surviving spouse of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is named, the deceased retiree's beneficiary continues to receive the deceased retiree's retirement allowance and is also enrolled in the retiree's health care plan at the time of the retiree's death, the deceased retiree's dependent child shall continue to receive health care coverage in compliance with federal law.

Section 5. Retiree Health Care Fund. The Employer shall begin to immediately pre-fund the Retiree Health Care Plan by establishing a separate fund called the "Retiree Health Care Fund." Employees who are not eligible to participate in the Retiree Health Care Plan are not required to contribute to the Retiree Health Care Fund.

Employees who were hired prior to October 28, 2003 are required to contribute three (3%) percent of their bi-weekly base pay to the fund. Such monies shall be deposited into the "Retiree Health Care Fund" to fund future health care benefits for the retiree, spouse and **eligible dependents. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund, along with the accumulated interest thereon as determined by the Employer.

*Part-time employees hired by the Employer prior to October 28, 2003, who later become full-time, without a break in service, shall also be eligible for retiree health care benefits.

Section 6. Retiree Life Insurance. Employees who retire under the Monroe County Employees' Retirement System shall be eligible for \$4,000.00 term life insurance. Effective August 28, 2007, new hires and those employees who are on the payroll, but not presently eligible for benefits, will not be eligible for retiree life insurance.

***Eligible dependents as reference herein shall include the employee's spouse and children as defined and provided for in each of the respective plan documents*

ARTICLE 23 LEAVES OF ABSENCE

Section 1. Sick Leave. On January 1 of each year, each full-time seniority employee shall be credited with six (6) sick days. (Employees who complete probation after January 1 shall receive prorated sick leave benefits during the first year of eligibility.) Such days cannot be carried over from one year to the next. Any unused sick days shall be forfeited. Utilization of sick leave benefits is subject to the following conditions:

- (a) Sick pay benefits shall be paid only in cases of actual non-occupational illness or injury resulting in a disability, which makes it impossible for the employee to perform regular duties or if a child, spouse, or parent of the employee is ill or injured and the employee takes them to a physician. Documentation of a physician visit for a child, spouse, or parent shall be required for an employee who wishes to use sick time in this manner.
- (b) Sick pay benefits will not be granted before they have been earned.
- (c) Sick pay benefits will be paid only if the employee or someone on the employee's behalf notifies the Health Officer or their designee not later than fifteen (15) minutes after the scheduled starting time on each day that the employee will be absent from work. In the event of a long-term period of absence due to such illness or injury, the employee shall be required to report only upon a weekly basis. Failure to report may be cause for denial of sick pay benefits.
- (d) The Employer may require a physician's certificate showing that the time off was due to actual non-occupational illness or injury and that such illness or injury was disabling to the extent that the employee could not perform regular work duties. The requirement of a physician's certificate may be imposed at any time.
- (e) In the event an employee receives sick pay benefits and it is subsequently established that the employee was not ill or disabled or has otherwise misused the sick pay benefits, the Employer may cancel an equal number of sick days previously accrued or to be accrued by the employee.
- (f) The amount of sick pay benefits used by an employee will be equal to the number of regularly scheduled hours such employee would otherwise have worked on the day(s) such benefits are used.

- (g) Sick leave may be used in one-quarter hour increments or more. However, the total hours used in a day shall not exceed the number of regularly scheduled hours the employee would otherwise have worked had she not been on sick leave.

Section 2. Family and Medical Leave. An employee is eligible for a leave of absence under the Family and Medical Leave Act of 1993 (FMLA) as amended.

Section 3. Personal Leave Days. Regular full-time employees who have completed one (1) year of service shall be credited with four (4) personal leave days each calendar year. Regular full-time seniority employees hired on or after January 1, 2011 who have completed one (1) year of service shall be credited with two (2) personal leave days each calendar year. (Employees who complete one (1) year of service after January 1 shall receive prorated personal days during the first year of eligibility.) Such days cannot be carried over from one calendar year to the next. Any unused personal days shall be forfeited.

Section 4. Extended Personal Leave. Regular full-time seniority employees with six (6) months or more seniority may also be granted an unpaid personal leave of absence for compelling reasons. Personal leaves may be approved by the Health Officer or designee for an initial period of up to thirty (30) days. Extensions may be approved for a maximum period of an additional thirty (30) days at the discretion of the Health Officer or designee. Applications for personal leave shall be filed in writing with the Health Officer or designee and shall provide a detailed explanation of the reason for the leave. Where possible, leave requests should be submitted not less than ten (10) days prior to the desired commencement date of the leave, or any extensions of the leave. In all events, applications must be received prior to the commencement of a leave or the expiration of the original leave, but in no event for a period longer than an additional thirty (30) calendar days. Employees granted a personal leave shall be subject to the following provisions:

- (a) Upon return from a personal leave, the employee shall be reinstated at the same pay level and position as the employee held at the time the leave was granted.

- (b) The employee must keep the Health Officer or designee informed of any change in status or any change in the conditions, which caused the request for the leave.

- (c) The employee must not engage in any gainful employment during such a leave.

- (d) Vacation time, holiday pay, sick leave, and other employee benefits shall not accumulate or be paid during a leave of absence, except that all Employer provided insurances will be paid for a maximum of thirty (30) calendar days. The employee's benefit status shall be frozen as of the date the leave commences and those benefits shall be reinstated upon the employee's return to work following termination of the leave. However, employees desiring to continue their group Health Care, Dental, Optical, and/or Life Insurance coverage may do so at their own expense if the leave is granted for a period exceeding thirty (30) days. Time spent on personal leave shall not be included in an employee's length of service for pay grade increases.

Section 5. Military Leave. Employees who enter the armed forces of the United States while employed by the Employer shall be given all benefits accorded them by applicable state and federal law.

Section 6. Association Leave. The Employer will grant an Association leave of absence for a period of up to thirty (30) calendar days in any calendar year to an employee elected to an Association position or selected by the Association to attend a labor convention or educational conference. Two (2) weeks advance written notice may be required for any such leave. Not more than one (1) employees shall be entitled to leave under this Section at any one time. Such leave shall be without pay. During the leave, benefits under this Agreement shall not accumulate or accrue. At the conclusion of the leave, the employee shall be placed at the same salary level and in the same position as the employee held at the time the leave commenced.

Section 7. Funeral Leave. An employee will be granted funeral leave without loss of pay for a period of up to a maximum of three (3) scheduled workdays. Funeral leave is granted to permit the employee to attend the funeral of a designated relative and is to be applicable only if the employee attends the funeral. (Exceptions may be made in appropriate cases with the approval of the Department Head). The employee will not be compensated if she does not attend the funeral or would not have been scheduled to work at the time the death occurs or at the time the funeral takes place. For application purposes, "immediate family" means: father, mother, step-parents, sister, brother, child, step-children, spouse, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, step-brother and step-sister. Time spent on funeral leave shall be considered as time worked for purposes of this Agreement and the employee's benefits status shall not be interrupted by reason of such funeral leave. Employees shall also be allowed to take one (1) day off with pay to attend the funeral of a sister-in-law, brother-in-law, aunt, uncle, spouse's grandparent and step-grandchildren. The Employer agrees to allow the employee to use additional personal or vacation days for travel outside the area to attend the funeral of a member of their immediate family, but not to exceed a total of five (5) days.

Section 8. Jury Duty Leave. If an employee is summoned and reports for jury duty, such employee shall be paid the difference between the jury duty fee received for such jury service and the employee's then current wage which she would have received if she had worked for all time actually lost. Time spent on jury duty shall be considered as time worked for purposes of this Agreement and an employee's benefits status shall not be interrupted by reason of such jury leave.

Section 9. Court Leave. An employee subpoenaed as a witness to testify in connection with any matters arising out of their employment shall be granted time off for such testimony without loss of pay or benefits status. Any witness fees received by the employee resulting from this leave shall be paid back to the Employer.

ARTICLE 24 HOLIDAYS

Section 1. Full-time seniority employees who meet all of the eligibility requirements set forth below shall be paid their regular straight-time hourly rate, exclusive of shift differential, for the following holidays:

- New Year's Day
- Martin Luther King's Birthday

- President's Birthday
- Good Friday (1/2 Day)
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

To be eligible for holiday pay, full-time seniority employees shall meet all of the following eligibility requirements:

(a) The employee must work the last scheduled work day before and the next scheduled work day after the holiday, or the day of observance of the holiday, unless on pre-approved vacation or personal time, funeral leave, hospitalization, and other reasons specifically approved by the Health Officer or designee.

(b) The employee must have otherwise been scheduled to work on the day if it had not been observed as a holiday.

Section 2. If any of the designated holidays fall on Saturday or Sunday and the preceding or following day is not observed as the holiday by the Employer, there shall be no additional pay for such day, but if the Employer designates a scheduled work day as the day of observance of one of the designated holidays in lieu of the holiday, such designated day shall be treated as the holiday for the purpose of this Article.

Section 3. An employee who is on a leave of absence at the time a holiday occurs will not be paid for that holiday; provided, however, that an employee who is on an approved sick leave will not be charged for a sick day if a holiday occurs during that sick period.

An employee who is on layoff at the time a holiday occurs will not be paid for that holiday unless the layoff was caused by a reduction in the Employer's staff which commenced during the work week prior to or during the work week in which the holiday occurs.

Section 4. If any of the designated holidays fall on Sunday and the following day is observed as the holiday by the County of Monroe, the day of observation shall be considered as the holiday for the purpose of this holiday pay Article. If any of the designated holidays fall on Saturday or if any fall on Sunday and the following day is not observed as the holiday by the County of Monroe, there shall be no additional pay for such day, except that employees who are scheduled to work and report for work on such day shall be entitled to pay, in accordance with the provisions of Section 5 of this Article.

Section 5. Employees who are required to work on a holiday designated by this Agreement shall be paid for such work at two (2) times their straight-time hourly rate of pay or, if full-time, they may elect to receive compensatory time off during the same pay period in twice the amount of time worked. Such pay and compensatory time will be in addition to holiday pay. Such compensatory time shall be scheduled by the program supervisor in the pay period except in the case of work at the end of a pay period, in which event the time may be taken within the next pay period.

Section 6. Employees scheduled to report for work on a holiday, but who fail to report for and perform such work, shall not be entitled to any holiday pay.

Section 7. Holiday hours paid for but not worked shall be considered as hours worked for overtime purposes.

ARTICLE 25
VACATION

Section 1. All full-time seniority employees, hired prior to January 1, 2011, who have been employed six (6) qualified months is eligible for one week of vacation credit.

After six (6) qualified calendar months, the employee will earn vacation hours as follows:

From:	To:	Earned Monthly Vac. Time
7 qual.cal.mo. -	18 qual.cal.mo.	5.5 hrs. per calendar mo.
19 qual.cal.mo. -	60 qual.cal.mo.	7.0 hrs. per calendar mo.
61 qual.cal.mo. -	84 qual.cal.mo.	8.5 hrs. per calendar mo.
85 qual.cal.mo. -	144 qual.cal.mo.	10.0 hrs. per calendar mo.
145 qual.cal.mo. -	180 qual.cal.mo.	12.0 hrs. per calendar mo.
181 qual.cal.mo. -	240 qual.cal.mo.	13.5 hrs. per calendar mo.
241 qual.cal.mo. -	over	17.0 hrs. per calendar mo.

Each full-time employee, hired on or after January 1, 2011, who has been employed six (6) qualified calendar months, is eligible for one (1) week of vacation credit.

After six (6) qualified calendar months, the employee will earn vacation hours as follows:

From:	To:	Earned Monthly Vac. Time
7 qual.cal.mo.	- 18 qual.cal.mo.	5.5 hrs. per calendar mo.
19 qual.cal.mo.	- 60 qual.cal.mo.	7.0 hrs. per calendar mo.
61 qual.cal.mo.	- 84 qual.cal.mo.	8.5 hrs. per calendar mo.
85 qual.cal.mo.	-over	10.0 hrs. per calendar mo.

The minimum vacation period, at any one time, is to be one (1) hour. Vacations can only be carried forward one (1) additional fiscal year. Any vacation not taken within a two-year period will be forfeited.

Section 2. Vacation pay shall be based upon the salary the employee is earning at the time the vacation is taken. Vacation may not be taken until it is fully earned.

Section 3. Vacation payments will be made as part of the Employer's regular payroll. No special vacation payments will be made.

Section 4. Vacations shall be scheduled by the Employer. Employees shall be given preference in the selection of available vacation periods based upon seniority. After selections are approved, they shall be final except for emergencies. Vacation requests shall not be unreasonably denied.

Section 5. In the event of an employee's death, retirement, voluntary quit, discharge for just cause, or other separation from employment for any reason, any unused vacation pay earned but not taken as of the date of termination, will be paid as part of the employee's final wages on the pay period following their termination.

Section 6. In the event a vacation period contains a holiday, the employee shall make prior arrangements with their supervisor to either have an additional vacation day added to their vacation or schedule an additional vacation day off at a subsequent time.

Section 7. For purposes of this Agreement, *qualified calendar month means a month that the employee receives at least twelve (12) working days pay and is on the payroll on the first and last day of that month.

ARTICLE 26
EDUCATIONAL COURSES

Section 1. Employees with one (1) or more years of service who desire to enroll at an accredited educational institution in a course which would aid in performance of services to the Employer and contribute to their professional growth may submit an application to the Employer for reimbursement of the cost of tuition and books. To be eligible for consideration, such application must be submitted in advance of the employee commencing such course(s).

Section 2. The employee's letter of application shall identify the educational institution, the course or courses to be taken by title and course number, and days and hours of attendance. The application shall also provide a short description of the content of the course and the projected cost of tuition and books. The Employer shall approve or disapprove the application on a reasonable basis by written notice to the employee within thirty (30) calendar days of receipt of said application.

Section 3. Upon proof of satisfactory completion of the course(s) and the amount actually expended for tuition and books, the employee will be reimbursed for such expenses or such portion thereof as the Employer approves pursuant to Section 2 above. The employee must be on the Employer's payroll in good standing at the time the reimbursement is made and must continue employment with the Employer for three (3) years after completion of the course or courses. If the employee voluntarily terminates employment or is terminated for misconduct within such three (3) year period, the employee shall reimburse the Employer for all amounts expended under this Article.

Section 4. An employee who enrolls in an approved course or courses may, at the discretion of the Employer, also be allowed time off, without pay, to attend such courses if they are scheduled during working hours.

Section 5. The Employer shall pay the Michigan Registered Nurse renewal fee every other year for all Registered Nurses.

ARTICLE 27
PROFESSIONAL MEETINGS

Section 1. Employees are encouraged to attend professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of employees in their professional capacity.

Section 2. Employees who desire to attend a professional meeting shall submit a written request to their supervisor. Permission to attend a professional meeting may be granted consistent with the Employee's assigned duties.

Section 3. Employees shall be informed in advance whether their attendance will be with or without pay and the extent of reimbursement, if any, to be made by the Employer for out-of-pocket expenses incurred in such attendance.

ARTICLE 28
CLOTHING ALLOWANCE

Section 1. Jail Nurse Scrubs. The Sheriff's Office will provide and launder scrubs for the Jail Nurses. Scrubs and/or lab coats that are required to be worn by employees at the Health Department shall be provided and laundered by the County Health Department.

ARTICLE 29
GENERAL PROVISIONS

Section 1. Copy of Agreement. The Association shall provide a copy of this Agreement to each employee.

Section 2. Use of Private Vehicles. Employees who are required to use their private vehicles in the performance of their assigned duties shall be paid for actual trip mileage incurred each month at the rate set from time to time in accordance with the IRS guidelines. The employee must maintain accurate records of the number of miles such vehicle has been used, the date of use, the address of the places visited, and the distance between each place that was visited. Employees shall submit completed travel vouchers to their supervisors on or before noon of the second Monday of each month for all reimbursable mileage expenses incurred the preceding month. Mileage reimbursement checks shall be issued within two (2) weeks after the travel vouchers have been submitted to the Supervisor for payment.

Section 3. Payment of Automobile Insurance Deductibles. In the event an employee is involved in an automobile accident in the course of their employment in which she does not receive a traffic citation or if a citation is issued and the Employee is found not guilty, or the charges are dismissed, the Employer will pay \$100.00 toward any deductible charge exceeding \$100.00 that is incurred by the Employee.

Section 4. Use of Meeting Rooms. With the prior consent of the Health Officer or designee, the Association may use available rooms at the Health Department for Association meetings.

Section 5. Bulletin Boards. The Association shall have the right to use designated bulletin boards to announce local, regional, national, or state meetings and to otherwise inform its members of matters of professional interest.

Section 6. Changes in the Bargaining Unit. The Employer shall submit to the Association the names of employees who are employed under this Agreement or who change positions and are excluded from the bargaining unit.

Section 7. Resignation of Employment. Employees shall give the Employer at least two (2) weeks advance written notice of resignation.

Section 8. Cellular Phones. Employees with cellular phones used for work purposes shall submit billing statements to the Employer and receive reimbursement for phone calls made during

the course of their employment. In addition, the Employer shall reimburse employees using their personal cell phones for work at a rate of \$5.00 per month for service fee costs.

ARTICLE 30 SCOPE OF AGREEMENT

Section 1. This Agreement represents the entire agreement between the Employer, the Association, and the Employer's employees, which the Association represents. This Agreement supercedes and cancels all prior agreements, oral or written, between the Employer and the Association, and constitutes the entire agreement between the parties. Any agreement or agreements, which supplement this Agreement shall not be binding or effective for any purpose whatsoever unless reduced to writing and signed by the Employer and the Association.

Section 2. Subject to the provisions of Article 8, Professional Negotiation Procedure, of this Agreement, the Employer and Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are contained in this Agreement. Therefore, except as expressly provided otherwise in this Agreement, the Employer and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or 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.

Section 3. Any agreement reached between the Employer and the Association is binding upon all employees in the bargaining unit who are affected by such agreement and may not be changed by any individual employee.

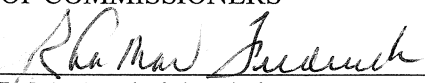
Section 4. Should any part or provision of this Agreement be rendered or declared illegal or invalid by any decree of a court of competent jurisdiction or by decision of any authorized government agency, the remaining, unaffected part(s) or provisions(s) of this Agreement shall not be affected thereby. However, in such a contingency, the parties shall meet promptly and negotiate with respect to substitute provisions for those parts or provisions rendered or declared illegal or invalid.

ARTICLE 31
DURATION

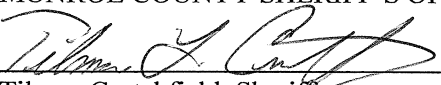
This Agreement shall be effective January 1, 2011, and shall continue in full force and effect until midnight December 31, 2013 and thereafter for successive periods of one year unless either party, on or before ninety (90) days prior to December 31, 2013, or any anniversary date thereof, notifies the other party in writing of its desire to amend, modify or terminate the Agreement. Such proper and timely notification shall have the effect of terminating the entire Agreement on the expiration date.

IN WITNESS WHEREOF, the parties have, by their authorized representatives, affixed signature to this Agreement at Monroe, Michigan, this 11th day of February 2011 .

MONROE COUNTY BOARD
OF COMMISSIONERS

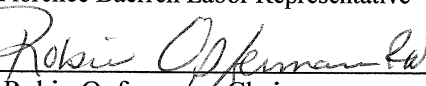

LaMar Frederick, Chairman

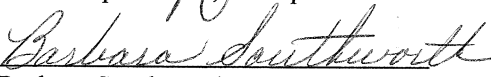
MONROE COUNTY SHERIFF'S OFFICE


Tilman Crutchfield, Sheriff

MICHIGAN NURSES
ASSOCIATION


Florence Baerren Labor Representative


Robin Opfermann, Chairperson


Barbara Southworth


Heidi Webb

APPENDIX A

BASE WAGE SCHEDULE										
FULL-TIME NURSES HIRED ON OR BEFORE DECEMBER 31, 2010										
PART-TIME NURSES HIRED BETWEEN AUGUST 28, 2007 AND DECEMBER 31, 2010										
EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013										
	Step	1	2	3	4	5	6	7	8	9
	Grade	Minimum	1 Year	2 Year	3 Years	4 Year	5 Year	6 Year	7 Year	8 Year
PHN	11	\$ 19.91	\$ 20.46	\$ 21.03	\$ 21.63	\$ 22.24	\$ 22.89	\$ 23.54	\$24.16	\$ 24.86
Coordinator	12	\$ 21.69	\$ 22.30	\$ 22.93	\$ 23.60	\$ 24.26	\$ 24.92	\$ 25.65	\$26.34	\$ 27.10
Practitioner	13	\$ 23.56	\$ 24.24	\$ 24.92	\$ 25.61	\$ 26.32	\$ 27.08	\$ 27.83	\$28.63	\$ 29.43
*BASE WAGE SCHEDULE										
PART-TIME NURSES HIRED PRIOR TO AUGUST 28, 2007										
EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013										
PHN	11	\$ 21.10	\$ 21.68	\$ 22.29	\$ 22.93	\$ 23.59	\$ 24.27	\$ 24.92	\$25.62	\$ 26.37
Practitioner	13	\$ 25.07	\$ 25.78	\$ 26.51	\$ 27.25	\$ 28.01	\$ 28.80	\$ 29.61	\$30.46	\$ 31.31
*Wage Schedule includes a 6% base wage differential.										
BASE WAGE SCHEDULE										
FULL-TIME AND PART-TIME NURSES HIRED ON OR AFTER JANUARY 1, 2011										
EFFECTIVE JANUARY 1, 2011 THROUGH DECEMBER 31, 2013										
	Step	1	2	3	4	5	6	7	8	9
	Grade	Minimum	1 Year	2 Year	3 Years	4 Year	5 Year	6 Year	7 Year	8 Year
PHN	11	\$ 18.91	\$ 19.44	\$ 19.98	\$ 20.55	\$ 21.13	\$ 21.75	\$ 22.36	\$22.95	\$ 23.62
Coordinator	12	\$ 20.61	\$ 21.19	\$ 21.78	\$ 22.42	\$ 23.05	\$ 23.67	\$ 24.37	\$25.02	\$ 25.75
Practitioner	13	\$ 22.38	\$ 23.03	\$ 23.67	\$ 24.33	\$ 25.00	\$ 25.73	\$ 26.44	\$27.20	\$ 27.96

APPENDIX B

VOLUNTARY DUES/SERVICE FEES DEDUCTION FORM

MICHIGAN NURSES ASSOCIATION
2310 JOLLY OAK ROAD
OKEMOS, MICHIGAN 48864

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby authorize the COUNTY OF MONROE to deduct monthly from my earnings a sufficient amount to provide for the regular payment of membership dues, service fees and assessments to the Michigan Nurses Association which the Association certifies as due and owing from me as membership dues, service fees and assessments established from time to time by the Association in accordance with its constitution and bylaws. The sums deducted are hereby assigned by me to the Michigan Nurses Association and are to be remitted to the Michigan Nurses Association.

This authorization, assignment, and direction shall continue in full force and effect for yearly periods unless revoked by me. Such revocation shall be effected by written notice by certified mail to the Employer and the Michigan Nurses Association.

License Number: _____ Social Security Number: _____

SIGNATURE

DATE

APPENDIX C

SENIORITY LIST

<u>Nurse</u>	<u>Classification</u>	<u>Grade</u>	<u>Status</u>	<u>Seniority Date</u>
Janice Schnorberger	PHN	Rye 11	Part-Time	7/24/87
Melinda Stadler	PHN	Rye 11	Part-Time	11/7/89
Barbara Southworth	PHN	Rye 11	Full-Time	9/5/90
Deborah Zimmerman	Comm.Disease	Rye 12	Full-Time	8/3/92
Susan Bilka	Nurse Practitioner	Rye 13	Part-Time	9/30/97
Robin Opfermann	PHN	Rye 11	Full-Time	3/29/99
Frances Toth	PHN	Rye 11	Full-Time	5/11/99
Kristine Weeman	PHN/Jail	Rye 11	Full-Time	5/24/99
Heidi Webb	PHN	Rye 11	Part-Time	4/8/02
Kathleen Ahonen	Nurse Practitioner	Rye 13	Part-Time	5/6/02
Janice Stotz	Coordinator	Rye 12	Part-Time	*12-28-06
Diane Batway	PHN	Rye 11	Part-Time	6/28/07
Heidi McCraw	PHN	Rye 11	Part-time	6/11/08
Barbara Marckle	PHN	Rye 11	Part-time	7/14/08
Raeann Brodbeck	PHN/Jail	Rye 11	Full-Time	9/07/10
Heidi Canary	PHN/Jail	Rye 11	Full-Time	10/04/10

*Does not include 6/1/07-11/4/07