

December 31, 1974

ARTICLE I. PURPOSE AND INTENT

The general purpose of this agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations between the Employer and the Association in its capacity as representative of the Employees, so as to serve the best interests of the parties and the community.

The parties recognize that the interest of the community and the job security for the employees depends upon the Employer's success in establishing proper services for the community.

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

Saginaw County

ARTICLE II. MANAGER'S RIGHTS

The Management of the municipality in all its phases and details, shall remain vested in the Employer; however, the Employer shall recognize the rights of the Employee and Assoc. under this contract.

ARTICLE III. RECOGNITION

Section 1.

The Saginaw County Board of Commissioners hereby recognize the Michigan Nurses Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all registered professional nurses employed by the Saginaw County Public Health Department, excluding the Director of Nurses and all supervisory personnel.

County Controller
Court House
Saginaw, Michigan
48602

Section 2.

Persons who are awaiting Michigan registration and are employed as nurses in the unit described above, either as part time or full time employees, or under temporary permit issued by the Michigan Board of Nursing, shall be included in this unit.

ARTICLE IV. DEFINITION OF EMPLOYEES

Section 1. Full time employees.

Registered professional nurses averaging 35 hours or more of work per week shall be considered as full time employees except where otherwise indicated. A full time employee shall be entitled to all benefits under this agreement.

Section 2. Part time employees.

Registered professional nurses averaging less than 35 hours of work per week shall be considered as part time employees. A part time employee shall: 1) be paid the same hourly rate as a full time nurse employed in the same job classification; 2) advance from the starting step on the salary schedule on the basis of completing the same number of hours as required of a full time nurse to advance to the next step on the salary schedule; 3) receive vacation benefits on a prorated basis in proportion that their hours worked during the year bears to full time employment.

Section 3. Probationary Employees.

New employees shall be on probationary status for the first six months of their employment. Probationary employees shall not be entitled to sick pay or vacation pay during the probationary period. Upon satisfactory completion of the six month period, she shall be credited with sick pay and vacation pay accruals dating from the commencement of her current employment.

ARTICLE V. ASSOCIATION MEMBERSHIP AND SECURITY

Section 1.

It shall be a condition of employment that all registered professional nurses covered by this agreement who are members of the Association in good standing on the effective date of this agreement shall remain members in good standing of the Association.

Section 2.

It shall be a condition of employment that all registered professional nurses covered by this agreement employed on and after the effective date of this agreement shall, after 90 days of employment, be required as a condition of continued employment to become and remain members in good standing of the Association, or contribute to the Association a sum equal to the amount of the dues paid by members of the Association.

Section 3.

Any nurse who fails to comply with the provisions set forth above shall have their employment as a registered professional nurse terminated upon request of the Association to the Saginaw County Health Department.

ARTICLE VI. PAYROLL DEDUCTION FOR ASSOCIATION DUES

Section 1.

The County agrees to deduct from the earnings of nurses dues for the Michigan Nurses Association when it receives authorization in writing by each nurse from the Association.

Section 2.

Authorizations once filed with the County shall be irrevocable until the termination of the agreement between the Health Department and the Association or until there is an increase in Assoc. dues, at which time a new authorization will be filed.

Section 3.

Dues for the Michigan Nurses Association shall be deducted in twelve monthly installments except that in the event the nurse terminates her employment or is terminated, the balance owing the Association shall be deducted from her last paycheck. The Association shall, within three days of the receipt of the notice of termination from the Health Department for a member of the bargaining unit on payroll deduction, notify the Health Department as to the exact amount of monies due the Association.

Section 4.

The Association shall prior to January 1, and thirty days in advance of the start of each fiscal year thereafter, give written notification to the County of the amount of annual dues of the Association which are to be deducted. The amounts of deduction for these dues shall not be subject to change during the entire fiscal year, except for one mid-year adjustment upon the Association, providing the County with thirty days written notice of such change.

Section 5.

All dues so deducted shall be sent to the Michigan Nurses Association at its office at 120 Spartan Avenue, East Lansing, Michigan 48823, promptly under procedure to be established by the County. The Association shall be responsible for disbursement of dues received by it to the Treasurers of various Associations.

Section 6.

The payroll deduction form to be used in connection with this agreement shall be in substantially the following form:

AUTHORIZATION FOR PAYROLL DEDUCTION

MICHIGAN NURSES ASSOCIATION

120 Spartan Avenue
East Lansing, Michigan
48823

I, the undersigned, do hereby authorize the _____
to deduct annually the sum of _____ in _____ equal
installments of _____ from any earned
or accrued wages due me, (until revoked by written notice,) and to
remit same to the Michigan Nurses Association for payment of my Associ-
ation dues. In the event my employment is terminated before the end
of the current membership year, any monies due the Association for
dues shall be deducted from the last paycheck received.

DATE _____

Signature of Employee

Social Security Number _____

ARTICLE VII. NON-DISCRIMINATION

Section 1.

The employer, engaged in hiring, promoting, advancing, or assigning
to jobs, or any other term or condition of employment agrees not to
discriminate against any registered professional nurse because of
race, color, national origin, religious affiliation, sex, marital
status, membership or activity on behalf of the Association, or
participation in the grievance procedure.

Section 2.

The Association agrees that, with regard to membership or Association
activity, it will not discriminate for any of the reasons set forth
above.

ARTICLE VIII. REPRESENTATION

Section 1. Grievance Representative

Registered professional nurses employed by the Health Department shall be represented by a Grievance Representative. Said representative shall be a nurse employee of the Health Department and his or her selection will be in a manner determined by the nurses. The Employer will recognize the Grievance Representative as a representative of the Association in the administration of the provisions of the Agreement and the grievance procedure. The Association will keep the Health Department informed in writing of the authorized representative and any alternates. The Health Department agrees to release and compensate one representative at his or her regular hourly rate for any scheduled working hours required in special conferences while processing a grievance. The Grievance representative shall process grievances at all levels of the procedure, however, the representative or the employer may request participation of a representative of the MNA State Office, once the grievance reaches Step Two.

Section 2. Negotiating Committee

The Staff Council (Nurses Organization) will be represented in negotiations by a negotiating committee not exceeding three members. The membership of the negotiating committee shall be determined by the Staff Council (Nurses Organization).

Section 3.

On grievances starting with Step Two, the representative may meet at a place designated by the Health Department on the Health Department's property for not more than one-half ($\frac{1}{2}$) hour immediately

preceding the meeting.

Section 4. Facility Access.

Representatives of the Association, after first notifying the Facility Administrator or designated representative may visit the areas of the Facility where the registered professional nurses they represent are located for the purpose of representing such nurses in accordance with this Agreement, provided that such visits occur at reasonable intervals during working hours and they do not interfere with the service of the Facility.

ARTICLE IX. PROFESSIONAL NEGOTIATION PROCEDURE

Section 1.

The parties will cooperate in arranging meetings, furnishing necessary information and otherwise constructively considering and resolving any such matters.

Section 2.

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. The parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations, subject only to such ultimate ratification as required by law.

Section 3.

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 Facility and the Association.

ARTICLE X. SPECIAL CONFERENCES

Section 1.

Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairman of the Nurses Staff Council (Nurses Organization) and the Department Head upon request of either party. Such meetings shall be between representatives of the Nurses Staff Council and not more than two (2) non-employee representatives for the Association, and the Department Head and members of his staff. Arrangements for such Special Conference are to be made in advance and an agenda of the matters to be taken up at the meeting shall be presented in writing at the time the conference requested. Matters to be taken up on special conferences shall be confined to those matters included in the agenda. Any conferences shall be held between 5:00 P.M. and 9:00 P.M. Special conferences shall be scheduled within ten days after the request is made.

Section 2.

Members of the Association shall lose neither time nor pay for time spent in such special conferences.

Section 3.

The Association representatives may meet at a place designated by the Employer, on the Employer's property, not more than one (1) hour preceding the meeting with the representatives of the Facility.

ARTICLE XI. GRIEVANCE PROCEDURE

Section 1. Statement of Purpose

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of nurses or groups of nurses. Both parties agree that proceedings under this Article shall be kept as informal and confidential as may be appropriate.

Section 2. Definitions.

"Grievance" shall mean a complaint by a nurse or a group of nurses based upon an event, condition or circumstance under which a nurse works, allegedly caused by unjust treatment or by a violation, misinterpretation or inequitable application of established policy or any provision of this Agreement.

The term "days" shall mean calendar days excluding Saturday, Sunday and holidays.

Time limits established herein may be extended by mutual consent of the parties.

Section 3. Steps in the Grievance Procedure

Step One.

A Nurse with a grievance must within five days after the occurrence of the alleged grievance reduce said grievance to writing on the grievance form provided by the Assoc. and presented to the Supervisor, who shall submit a written answer within four (4) days thereafter.

Step Two.

If the supervisor's written answer is not satisfactory, the nurse or one representative may file it with the Director of Nursing. When so filed, a meeting between the nurse and/or her representative and the director will be arranged to discuss the grievance within four days from the date the grievance is submitted to the Director of Nursing. The Director shall submit her answer to the grievance in writing on the grievance form and return it to the person who filed it within four days after the meeting.

Step Three.

If the grievance is not resolved at Step Two, the Chairman of the grievance committee or her representative may submit the grievance to the director of the Health Department. A meeting between the representatives (not to exceed two, and a professional Assoc. representative) of the Association and the Director will be arranged to discuss the grievance within five days from the date the grievance is filed with the Director. The Director shall submit his written answer to the Chairman of the Grievance committee within five days following the meeting.

Step Four. Arbitration.

If a timely request for arbitration has been filed on a grievance which is to be arbitrated, the parties shall within ten days select an arbitration panel in the following manner:

Each party shall designate one member of the panel. The two members shall then designate a third member of the panel mutually acceptable to each.

The panel, once chosen, shall schedule a hearing as soon as possible and will make a decision on settlement of the grievance within thirty days after the panel has been selected.

Such decision shall be only advisory in nature.

ARTICLE XII. WITHHOLDING OF PROFESSIONAL SERVICES

Section 1.

It is recognized that the needs for care and proper treatment of patients are of paramount importance and that there should be no interference with such care and treatment.

Section 2.

Adequate procedures provide for the equitable settlement of grievances arising under this agreement. The Association, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike, sit-down, stay-in, slow-down or other similar action which would interfere with the treatment and welfare of the patients.

Section 3.

The Employer shall have the right to discipline or discharge any employee participating in such interferences, and the Association agrees not to oppose such action. It is understood, however, that the Association shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees.

Section 4.

The Employer will not lock/^{out}any employees during the term of this Agreement.

ARTICLE XIII. ROLE OF PUBLIC HEALTH NURSE

Public health nurses 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. Public health nurses participate in the diagnosis, planning and treatment of

community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics nursing homes and other settings. Public health nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all phases of the work they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled. The public health nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. She presents the potential of public health nursing's contribution in community program planning and in diagnosis and treatment of community ills. She lends her support and her special skills to the total configuration of public health practice.

The parties agree that filing, typing, and other routine clerical functions are not the routine responsibility of public health nurses.

The Employer agrees that it will make every reasonable effort to implement the above definition of functions and responsibilities by adoption of suitable policies and procedures so that public health nurses can be fully utilized in providing the best possible public health nursing care.

ARTICLE XIV. EVALUATIONS, PROMOTIONS, DEMOTIONS

Section 1.

Newly appointed nurses shall have a written evaluation of their

work performance by their immediate supervisor within six (6) months following employment and annually thereafter. They shall acknowledge such evaluation by signature, however, such signature will imply neither agreement nor disagreement with the evaluation.

All nurses shall have a written evaluation of their work performance annually. They shall acknowledge such evaluation by signature, however, such signature will imply neither agreement nor disagreement with the evaluation.

Section 2.

Nurses on staff who meet the minimum qualifications for promotion shall be given every possible consideration for promotion. Such qualification will include education, training, and nursing experience. When two or more nurses have equal qualifications for promotion to the same position, preference will be given to the nurse having most time in service.

Section 3.

In order to implement the above promotion policy, a notice of promotional opportunity will be posted not less than fifteen (15) working days prior to any such promotional vacancy being filled. Such posting will include the promotional vacancy and the necessary qualifications. Any qualified registered nurse may apply for the promotion.

ARTICLE XV. MAINTENANCE OF DISCIPLINE

Section 1.

It is assumed that each registered professional nurse will abide by such rules of professional conduct and for the smooth operation

of the Facility and care of patients as are necessary.

Section 2.

Discipline that is necessary will be of a corrective nature rather than punitive and will be based on verbal warnings followed by a written warning before any penalty is assigned.

Section 3.

Individual discipline penalties, including discharge, shall be for just cause, and may become a subject for the grievance procedure.

Section 4.

A. Rules for the conduct of registered professional nurses, when drafted by the employer shall be presented to and reviewed for recommendation by the Association, prior to their being placed into effect.

B. Unreasonable rules may become a subject for the grievance procedure.

ARTICLE XVI. TERMINATION OF EMPLOYMENT

Section 1.

At least two weeks written notice of termination of employment shall be given to the Employer by a registered professional nurse.

Section 2.

a. Discharge of a registered nurse by the Health Department shall be for just cause only, and is subject to the grievance procedure.

b. In the event of a permanent reduction in the operations of the Health Department, which necessitate a permanent reduction in the professional nursing work force, the Health Department will give four (4) weeks written notice to the registered nurse thereby affected. Such reduction will be based upon the seniority status of the nurse: Part time nurses affected first according to seniority; wherever possible and providing job qualifications are met.

ARTICLE XVII. SALARIES

Section 1.

Salaries for full time and part time nurses shall be paid in accordance with the Schedule "A" attached hereto and made a part of this agreement.

Section 2.

The salaries for nurses are based upon an eight hour day and a five day week.

Section 3.

Except as otherwise provided in paragraphs 4 and 5, each registered nurse shall be placed on the salary schedule according to the length of her employment with the Health Department, except that leaves of absence of more than ninety (90) days shall not be counted as time employed for the purposes of computing the position on the salary schedule.

Section 4.

A nurse hired after the effective date of this agreement and who has previous nursing experience, shall be given credit on the salary

schedule for such experience up to eighteen (18) months.

Section 5.

When a nurse has completed her probationary period or an anniversary of employment date for the next salary level, she shall advance in accordance with the salary schedule, with the exception of those nurses hired under the provisions of Section 4 hereof.

Section 6.

A nurse who, upon request, temporarily assumes for a period of five (5) days or more, the duties and responsibility of a position that is greater than her regular scheduled responsibility, which is classified on a higher salary schedule, shall be paid at the higher salary schedule rate for such full days of temporary service.

Section 7.

Nurses employed on temporary permits pending Michigan registration shall work at the starting rate of the salary schedule until fully registered, at which time they shall be placed on the appropriate step in the salary schedule as provided herein.

Section 8.

A part time nurse who shifts to full time employment shall have her hours worked as part time equated to full-time service for purposes of placing her in the appropriate step in the salary schedule and will receive all benefits due an employee at this level.

ARTICLE XVIII. HOURS OF WORK AND OVERTIME

Section 1. Hours of work.

The standard work week of a full time public health nurse shall be Monday through Friday from 8:00 A.M. to 4:30 P.M., including a

thirty minute lunch period and two fifteen minute rest periods, one in the morning and one in the afternoon, however, employer reserves the right to alter the schedule as may be deemed necessary to provide adequate health services.

Section 2. Overtime

Employees shall be paid at the rate of time and one-half for each hour in excess of forty hours work in any one week. At the election of employee and with consent of employer, the employee may take corresponding compensatory time, based on time and one-half, for each hour in excess of forty hours work in any one week. All such compensatory time must be taken within two weeks from date of earning.

Section 3. Evening Meeting

If a nurse is asked to attend an evening meeting of a community group or organization as the representative of the Health Department, such time spent at these meetings will be considered as compensatory time unless time is allowed out of the nurse's scheduled work week to offset the time spent at such meetings.

ARTICLE XIX. OTHER BENEFITS

Section 1.

The Health Department will provide to each registered nurse, an annual uniform replacement allowance of seventy-five (\$75.00) dollars.

Section 2.

Public Health nurses shall be reimbursed for personal car mileage accumulated during their duty assignments at the rate of twelve

(12¢) cents per mile with a minimum monthly guarantee of fifty (\$50.00) dollars per month.

ARTICLE XX. MAINTENANCE OF BENEFITS

Section 1.

The Employer agrees that all conditions of employment relating to hours of work, wages, overtime differentials, general working conditions and benefits will be maintained at not less than the highest minimum standard in effect at the time of the signing of this agreement, and conditions of employment shall be improved wherever specific provisions for improvements are made elsewhere in this Agreement.

Section 2.

If any Article or Section of this Agreement should be held invalid by operation of law, the remainder of this Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision held invalid.

Section 3.

In the event any existing fringe benefit is improved or any new fringe benefit is established by the County which is generally applied to all other County employees on a uniform basis, such benefits shall be extended to all employees in this bargaining unit.

ARTICLE XXI. HOLIDAYS

Section 1.

The following holidays will be recognized by the County:

New Year's Day
Lincoln's Birthday
Washington's Birthday
Memorial Day
Good Friday afternoon
General Election Day
(even numbered years)

Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Day
Half Day Before Christmas
Half Day Before New Year's

Section 2.

Each registered professional nurse will be paid for these holidays at her regular straight time rate of pay under the following eligibility requirements: She must have worked her last schedule working day prior to the holiday and her next scheduled working day after the holiday; provided, however, that a nurse excused by the Health Department from work on one or the other of these days shall be deemed to have met the requirements of this paragraph. When any of the above holidays fall on a Saturday or Sunday, they will be recognized and paid as such on the preceding Friday or the following Monday respectively.

Section 3.

When a holiday falls within a nurse's vacation or during an approved leave of absence with pay, and she is absent from work because of her vacation or because of a paid leave of absence, she will be paid that holiday in addition to her vacation pay or leave with pay for that day or receive a day off with pay at the nurse's discretion.

Section 4.

Any nurse required to work on a designated holiday shall be compensated at one and one-half her regular hourly rate for all hours worked or in lieu of such pay shall be given compensatory time off and twice the amount of hours worked.

Section 5.

Holidays not worked shall be considered as hours worked on the salary schedule and shall be considered as hours worked for purposes of overtime and shall be considered as hours worked for purposes of qualification for benefits.

ARTICLE XXII. VACATIONS

Section 1.

Full time employees after six months of continuous full time employment shall be entitled to a vacation as set forth in Schedule A which is attached hereto and made a part hereof by reference.

Section 2.

As far as possible, considering the needs of patient care, vacations will be scheduled at the convenience of the nurse. However, the director of nursing shall reserve the right to approve individual vacation schedules in accordance with the Health Department's needs. In the case of a conflict in the choice of vacation time, the nurse with the longer service will have first choice in vacation time.

Section 3.

Upon termination of an employee, the employee shall receive pay for all accumulated and unused vacation time.

Section 4.

Part time nurses who are continuously employed, shall be eligible for vacation benefits on a prorated basis according to the relationship between hours actually worked and full time employment.

ARTICLE XXIII. COURT TIME

Section 1.

If a nurse is called as a witness in a judicial proceeding for reasons arising out of facility employment, she shall receive leave with pay for such attendance if it arises during a period when she is scheduled for work.

ARTICLE XXIV. LEAVES OF ABSENCE

Section 1. Maternity Leave of Absence

An employee who becomes pregnant shall be entitled to a maternity leave of absence. Such leave shall commence not later than the end of her seventh month of pregnancy, unless the Health Department, with the advice of her personal physician, consents to her working after that period. A maternity leave of absence shall end no later than twelve months following termination of her pregnancy if the employee, after examination by her personal physician, is reported physically able to work. However, if further leave due to the pregnancy is recommended by her physician, additional leave of absence may be granted by the Health Department. Vacations, holidays, sick leaves and other fringe benefits will be retained, but will not accumulate during such leave of absence. However, maternity leave will not be considered an interruption of continuous service, for the purposes of eligibility for benefits after return to work. A maternity leave of absence may, at the employee's option, be considered to be a sick leave.

Section 2. Military Leave of Absence.

The Health Department abides by the provisions of the Federal regulations regarding re-employment rights as stated in the Universal

Military Training and Service Acts of 1940 and 1948, as amended, with respect to the re-employment rights of an employee, and to the grant of leaves of absence in accordance therewith.

Section 3. Bereavement Leave.

A registered nurse will be permitted upon proper notice to her supervisor, to be absent from work without loss of pay up to five working days if needed, upon the occurrence of death in the employee's immediate family as follows: Spouse, Child, Parent, Sister, Brother, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Grandfather, Grandmother.

a. Proof of death may be required by the Health Department. Such proof can be in the form of newspaper clippings, death certificate or obituary notice.

b. Payment will be made at the employee's normal rate of pay.

c. An employee may be granted additional travel time if needed without pay to attend such funerals as defined in this article.

Section 4. Leave for Association Business.

A nurse who is elected by the Association for official Association business that will require absence from work shall be granted a leave of absence without pay and without loss of status for the duration of the assignment.

Section 5. Personal Leave.

Personal leaves of absence without pay for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose

of seeking or securing work elsewhere, may be granted by the Health Department upon written application by an employee.

a. When a personal leave of absence under this provision is granted for a specific period of not more than ninety days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.

b. When personal leave is granted for a period of more than ninety days, the employee's position will not automatically be held open for her. She shall be re-employed after return from leave, if and when employment is available at the same level and type of position previously held, or at her option, at such other position and level at which there may then be an opening.

c. The employee agrees when the leave is granted, to keep the Health Department informed of any change in her status or conditions that caused the employee to request the leave.

Section 6. Education Leave.

Upon written application, a nurse may be granted a leave of absence to pursue a full time education program in nursing or a related field for up to two years without the loss of employment status of accrued benefits.

a. A nurse who successfully pursues an educational program for which the educational leave was granted shall, upon her return to employment, be granted longevity or seniority for the period of such educational leave in determining her advancement on the salary schedule.

Section 7. Sick leave

Each regular full time nurse will accumulate sick leave with pay at the rate of one working day for each full month of service. Sick days may be accumulated to a maximum of 120 days. Part time nurses who are continuously employed shall accumulate sick leave on a pro rated basis. Upon termination of employment, a regular full time employee who has rendered three or more years of continuous service shall be entitled to compensation for one half the accumulated sick days; the same to be paid at the rate of compensation in effect for said employee at the time of termination of employment.

ARTICLE XXV. HEALTH PROGRAM

Section 1. Physical Examination

A pre-employment physical examination will be given to all newly appointed registered professional nurses by the Employer without cost to the Employee. Each nurse, at her option, shall have an annual physical examination. Tests to be included are:

- a. Chest x-ray
- b. Serology, CBC, and Urinalysis
- c. Tuberculin testing
- d. Visual and hearing examination
- e. Such other tests as appear desirable or necessary for the protection of the employee and the Health Department patients.

Section 2.

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

Employer and the remaining part of the physical performed by her own physician at her own expense.

Section 3.

The Employer offers to nurses the opportunity of obtaining the following immunizations free of charge:

- a. Small pox vaccination
- b. Tetanus Toxoid series or booster
- c. Influenza immunization
- d. Diptheria series or booster
- e. Polio series or booster

ARTICLE XXVI. PROFESSIONAL MEETINGS

Section 1.

The Employer will encourage attendance by registered professional nurses at professional meetings sponsored or co-sponsored by the Association or other professional associations or institutions, where attendance is likely to increase the competency of a nurse in her professional capacity.

Section 2.

Nurses desiring to attend professional meetings shall submit requests to the Director of Nursing.

Section 3.

Registered professional nurses may be given time off, without loss of pay to attend such professional meetings, and, within the limitations of the Employer's funds for employee attendance at the professional meetings, may also be reimbursed for out-of-pocket incurred in such attendance.

ARTICLE XXVII. EDUCATIONAL COURSES

Section 1.

Any nurse employed by the Facility, who desires to enroll in one or more courses at an accredited educational institution in the field of nursing, or in courses which the Director of Nursing or the director of the Facility agrees would aid her in the practice and performance of her services to the Facility and will contribute to her professional growth, may submit in advance of commencing such course or courses, a letter of application to the Facility for reimbursement of the cost of her tuition and books.

Section 2.

The letter of application shall list the course or courses to be taken by title and course number along with a short description of the course content.

Section 3.

Upon proof of satisfactory completion of the course or courses and the amount expended for tuition and books, the nurse shall be reimbursed for such expenses. The employee must be on the Facility's payroll in good standing at the time the refund is made.

Section 4.

A nurse who enrolls in an approved course or courses will be allowed time off, with pay, to attend such course(s), if scheduled during working hours.

ARTICLE XXVIII. INSURANCE

Section 1. Hospitalization.

The County shall pay the family premium for all regular full time

employees covered by Blue Cross Hospital, Surgical and Medical Insurance, Semi-private service. An employee retiring from the Saginaw County Employment may continue with the group hospitalization plan after age 60, at County expense, provided that the proper application is filed prior to retirement.

Section 2. Life Insurance.

Current life insurance carried through the City of Saginaw Program will be continued for a period not to exceed eighteen (18) months at County expense. In the event Saginaw County adopts its own life insurance plan all employees will be transferred to this plan and the City policy terminated.

Section 3. Workmen's Compensation.

All registered nurses shall be covered by the applicable Workmen's Compensation law. Nurses option: Sick leave benefits may be used by the Employee to supplement the Workmen's Compensation benefits so as to maintain the Employee's regular salary. In the event the nurse employee chooses to draw sick leave the County shall pay only the difference between the amount received as a result of Workmen's Compensation and her regular salary.

ARTICLE XXIX. RETIREMENT PLAN

Each registered professional nurse shall be a participant in the County Retirement Plan and the County shall provide each nurse with information regarding such plan and its benefits and the contributions that are made to it. The County guarantees that no City employee regardless of years service, shall lose any retirement benefits as part of the municipal employees retirement system, as a result of the merger of the City and County Health Departments. City employees

will be allowed until June 1, 1973 to contribute their share of the pension contribution; failure to do so will release the County from said guarantee.

ARTICLE XXX. USE OF FACILITIES

Section 1.

The Association may use available rooms at the Facility for Association meetings, with the prior consent of the Employer.

Section 2.

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.

ARTICLE XXXI. TERM OF AGREEMENT

This Agreement shall be effective January 1, 1973 and shall continue for a period ending December 31, 1974. The parties recognize that this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan.

To the extent that any provisions of this Agreement conflict with the provisions of any law, they shall be deemed modified only to the extent necessary so that they will comply with the applicable provisions of any statute, law or court decision, State or Federal, now in effect or passed in the future.

The Health Department agrees to provide a copy of this Agreement to each registered professional nurse employed by the Health Department during the term of this Agreement.

Any supplementary agreement which is reduced to writing and signed by the parties shall become and be a part of this Agreement.

This Agreement shall be binding upon the parties hereto and their successors and assigns for the Health Department and the Association.

ARTICLE XXXII. TERMINATION OF CONTRACT BETWEEN CITY OF SAGINAW AND MICHIGAN NURSES ASSOCIATION

Effective January 1, 1973 the Agreement between the City of Saginaw, municipal corporation, and the Michigan Nurses Association, effective July 1, 1971 is hereby terminated. It is the intent of the parties hereto that this Contract shall supplement the terms and conditions set forth therein in its entirety.

IN WITNESS WHEREOF the Michigan Nurses Association has executed this Agreement by their duly authorized representatives this _____ day of December, 1972.

MICHIGAN NURSES ASSOCIATION
on behalf of Saginaw County
Nurses Organization

BY: _____

WITNESS:

IN WITNESS WHEREOF the Saginaw County Board of Health has executed this Agreement by its duly authorized representatives this _____ day of December, 1972.

SAGINAW COUNTY BOARD OF HEALTH:

BY: _____

WITNESS:

IN WITNESS WHEREOF the Saginaw County Board of Commissioners have
executed this Agreement by their duly authorized representatives
this _____ day of December, 1972.

BY: _____
AUDRA E. FRANCIS, Chairman

GLADYS JUNE ORMSBY, Clerk

WITNESS:

APPROVED AS TO FORM AND SUBSTANCE:

WILLIAM S. BOVILL,
Saginaw County Civil Counsel

SCHEDULE "A"

SAGINAW COUNTY COURT HOUSE
SAGINAW, MICHIGAN

TO: All Department Heads
FROM: Office of the County Controller
SUBJECT: Change in Vacation Policy

December 15, 1972

Effective January 1, 1973, the following is substituted for Rule XIII, Vacation Policy, Employees Working Policy. All employees should be notified of the change.

13.1 Each regular full time employee not covered by separate agreement will accrue vacation with pay at the rate indicated:

	<u>ANNUAL RATE</u>	<u>MONTHLY RATE</u>
Less than 3 years continuous service	10 days	0.83
Three to 5 years continuous service	12 days	1.00
Five to 10 years continuous service	14 days	1.16
Ten to 15 years continuous service	16 days	1.33
Fifteen to 20 years continuous service	18 days	1.50
Twenty or more years continuous service	20 days	1.66

13.2 The period used in determining vacations is the anniversary of date of employment through the end of the month preceding the month during which vacation is started. (In computing vacation entitlement, a fraction of $\frac{1}{2}$ day or more shall be considered a whole day.)

13.3 Vacation shall not be permitted during an employee's first six months of continuous service, provided, however, that after an employee has completed six months of continuous service he is entitled to the number of days accrued from date of employment through the month prior to the desired vacation.

13.4 Vacation time shall not be cumulative; i. e., the amount carried forward into the current anniversary year cannot exceed the number of days earned during the previous anniversary year.*

13.5 When an employee's continuous length of service reaches a point entitling him to the next higher rate of vacation accrual, earning at the new rate will begin on the first day of the current pay period.

13.6 Vacation leaves are not available to temporary, emergency, or part time employees.

* This provision is waived during 1973 to permit employees to adjust their vacation schedules from a calendar year to an anniversary year basis.

13.7 Employees shall be paid during vacation periods on the basis of the normal work week for the job or class of work on which they are regularly employed, and at the rate of pay prevailing at the time vacation is taken subject to the provisions of these regulations.

13.8 On separation from county employment, an employee shall be paid for his unused vacation. If employment is terminated because of a criminal act, vacation pay shall be forfeited.

13.9 Vacation schedules for employees shall be developed by the Department Heads and must have their approval. It shall be the policy of each Department Head to schedule vacations over as wide a period as possible in order to obviate the need for temporary increases in personnel. Taking vacations a day at a time is to be discouraged.

13.10 If a legal holiday falls within the vacation period, it shall not be counted as a vacation day.

13.11 Vacation shall not accrue during an employee's leave of absence.

SALARY SCHEDULE

Effective January 1, 1973, the attached salary schedule will be placed into effect.

Effective January 1, 1974, all Nurses to receive five (5) percent pay increase.

City transfer Nurses formerly under City Classification II will be all placed in the grade 19; all City transfer Nurses formerly classified as Group I will be classified for County purposes in grade 18. In the future, all degree Nurses will be classified in grade 19 and all non-degree Nurses in grade 18.