A G R E E M E N T

BETWEEN

ST. CLAIR COUNTY BOARD OF COMMISSIONERS

AND

ST. CLAIR COUNTY PROFESSIONAL NURSES
ASSOCIATION - MICHIGAN NURSES ASSOCIATION
UNIT I

JANUARY 1, 2020

THROUGH

DECEMBER 31, 2020

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AGREEMENT, MAINTENANCE OF AGREEMENT, AND SAVINGS CLAUSE

This Agreement, made and entered into this first day of January 2018, between the Board of Commissioners of the County of St. Clair, State of Michigan, hereinafter referred to as the "Employer" and the Michigan Nurses Association and its affiliate the St. Clair County Registered Professional Nurses Staff Council, hereinafter referred to individually or collectively as the "Association".

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Michigan. To the extent that any provisions of this Agreement are in conflict with the provisions of any law, they shall be deemed modified 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.

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 or section.

This Agreement is subject to the terms of the Local Financial Stability and Choice Act PA 436 of 2012, and as a result if an emergency manager is appointed he/she shall have the right to reject, modify or terminate this collective bargaining agreement as provided in the Financial Stability and Choice Act.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, so that the parties hereto, may in an orderly fashion carry out their mutual desire to work together harmoniously and continue to maintain relations between the Employer and the Association, which will serve to the best interest of all concerned.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between representatives of the parties hereto at all levels and among the Association members.

ARTICLE 1
RECOGNITION

1.1: Association Recognition

The Employer hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965 of the State of Michigan, for a unit consisting of all registered nurses employed by the Employer but excluding supervisors and the Nurse Practitioner – Teen Health Center Supervisor as defined in the Act, and excluding all other employees, for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other terms and conditions of employment.

1.2: Classifications and Positions

The following classifications of Nurses shall be subject to the Bargaining Unit. The

nurse shall be classified by one of the following classifications as required by the Employer;

a. Public Health Nurse (P.H.N.)
b. Public Health Nurse Coordinator
c. Nurse Practitioner

1.3: The Public Health Director shall be entitled to subcontract nurses provided subcontracted nurses do not exceed 20% of the total number of nurses paying union dues and/or service fees. The Association recognizes that the Employer may subcontract an unlimited number of employees to meet day to day staffing needs in the case of an emergency.

ARTICLE 2
ASSOCIATION SECURITY

2.1: In accordance with the Michigan Right to Work law, the decision of an employee who is in the bargaining unit to elect whether to become a member of the Association is at the sole discretion of the employee.

2.2: Neither the Association nor the County will support or condone any behavior of a coercive or harassing nature in regard to an individual's decision to join the Association.

2.3: The County agrees to deduct from the wages of those employees who elect to execute and submit a dues authorization form provided by the Association, all monthly membership dues. Revocation of such authorization shall be affected by written notice by certified mail to both the County and the Association.

2.4: The Association agrees to indemnify the County and hold it harmless against any claims, costs, and other forms of liability as to the amount and/or calculation of or deduction of Association dues. The Association also agrees that it will make the employee whole if the County mistakenly deducts Association dues and has remitted said monies to the Association, or mistakenly fails to stop such deductions from the employee's paycheck in accordance with a valid revocation of an Association authorization form, and has remitted said monies to the Association.

2.5: In the event the Michigan Right to Work law is overturned, repealed, or revised, the parties agree to meet and bargain in good faith with respect to union security in conformance with the law.

ARTICLE 3
MANAGEMENT RIGHTS

3.1: The Employer retains the sole right to manage its business, including the right to decide the number and location of departments and divisions, the types of machines and other equipment, the kinds and numbers of services and the scheduling of such services to maintain order and efficiency in its departments and divisions, to hire, establish qualifications reasonably related to the required duties, establish reasonable work rules, layoff, assign, transfer, and promote employees and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided in this Agreement.

ARTICLE 4
NON-DISCRIMINATION

4.1: The Employer shall not discriminate against any employee because of race, color, national origin, religious affiliation, sex (meaning gender), marital status, age, unrelated physical handicap, physical appearance, membership or activity on behalf of the Association.

4.2: The Association with regard to membership or Association activity will not discriminate for any of the reasons set forth above.

ARTICLE 5
REPRESENTATION

5.1: **Professional Committee**

The Association shall be represented in the grievance procedure, special conferences, and negotiations by a Professional Rights and Responsibility Committee, hereafter referred to as the PR & R Committee. The Committee will be composed of a maximum of three (3) members of the local Nurses Staff Council which will include the Chairperson, the Co-Chairperson and one Committee member who is chosen by the members of the Staff Council. Two (2) members of the Committee will be recognized for paid time for the purpose of Contract negotiations with the Employer.

5.2: **Committee Member Notification**

The local Staff Council of the Association will furnish the County with the names of the membership of this Committee and their alternates annually or upon any change of Committee members or alternates as they may occur.

5.3: **Grievances And Collective Bargaining Release Time**

The PR & R Committee members shall, without loss of pay, be permitted to leave their work during regular working hours, for purposes of investigating and presenting grievances to the County, collective bargaining, or special conferences after arrangements have been made with the Director of Nurses. Representation of employee nurses shall not unduly disrupt the operation of the Department. Requests for time to investigate and present grievances shall not be unreasonably denied.

5.4: **Grievance Adjustment**

The PR & R Committee members shall process grievances at all steps of the Grievance Procedure, however, the Committee or the County 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.

5.5: **Travel Time**

When scheduled negotiations and/or scheduled grievance procedures are carried on away from the place of employment of the nurse representing the PR & R Committee, such

member of the PR & R Committee will be excused from work one-half hour before the beginning time of such scheduled meeting and shall return to work within one-half hour after the session ends. Such nurse shall have the right to punch in and work during the remaining period of the regular shift and will not be required to work overtime for the purpose of making up time spent in such negotiations and grievance procedure.

5.6: **Representation Changes**

Any problems arising under the representation provision not covered herein, shall be taken up directly with the PR & R Committee.

5.7: In any professional negotiations between the parties, neither of the parties shall have control over the selection of the negotiating representatives of the other party, and each party may select its own representatives. No final agreement between the parties may be executed without ratifications by a majority of the membership of the nurses' local Staff Count with the approval of the Michigan Nurses Association and the St. Clair County Board of Commissioners. Any agreement so negotiated shall apply to all members of the recognized Bargaining Unit and shall be reduced to writing and signed by the authorized representatives of the Board of Commissioners of the County and the Association.

ARTICLE 6
SPECIAL CONFERENCES

6.1: Special conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chairperson of the Nurses Staff Council of the Association and the designated County representative upon the request of either party. Special conferences shall not be used for collective bargaining. Such meetings shall be between two (2) officers of the local Staff Council, and not more than two (2) non-employee representatives of the Association, and the County representatives. Arrangements for such Special Conferences 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 is requested. Matters to be taken up in Special Conferences shall be confined to those matters included in the agenda. Conferences shall be held at times agreeable to both parties.

6.2: Members of the Association shall lose neither time nor pay for time spent in such Special Conferences held during their scheduled working hours.

ARTICLE 7
PROFESSIONAL MEETINGS

7.1: The County will encourage and may require attendance by registered professional nurses at professional meetings where attendance is likely to increase the competency of a nurse in their professional capacity. The County agrees not to require attendance as described above where such attendance would constitute a personal or financial hardship.

7.2: Nurses who desire to attend a professional meeting may submit a request to the Director of Nursing. Nurses who attend a professional meeting shall receive their normal pay and the County shall pay all reimbursable expenses.

7.3 Each year, up to two (2) nurses may be given up to four (4) days time off to attend

State or National Nurses Association conferences and/or conventions, subject to Department Head approval and operational needs. The employee can elect to use vacation time, compensatory time or personal time or may take it unpaid.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1: DEFINITIONS

a. A grievance is a dispute or complaint alleging violation, misapplication or misinterpretation of the Collective Bargaining Agreement or a policy of the County in conflict with the expressed or implied provisions of the Collective Bargaining Agreement.

b. An aggrieved employee or Grievant is the employee nurse with a grievance. The employee Grievant shall be entitled to be present at all steps of the Grievance Procedure.

c. Days shall mean calendar days excluding Saturdays, Sundays and holidays.

d. A proper grievance shall include all of the following: 1) signature of the Grievant(s), who may be representative of a class or group of employee nurses similarly affected, 2) specific statement of the allegation including reference to contract provision or policy at issue, 3) date of occurrence, 4) signature of local representative acting as steward and, 5) remedy or relief sought. An improper grievance shall not be processed through the Grievance Procedure.

8.2: STEP 1 – Verbal Discussion

a. Any nurse having a complaint based upon an event, condition, or circumstance under which a member or members work, allegedly caused by an interpretation of a published policy or any provision of this Agreement shall within ten (10) working days of the alleged grievance, discuss the matter with the immediate Supervisor who shall answer the grievance. Any nurse may request the Supervisor to call the PR & R Committee Representative to handle the grievance. In this case, the PR & R Committee will be notified without undue delay and without further discussion of the grievance. This procedure shall not unduly delay the operation of the Employer. The Staff Council agrees to limit to one person the number of people used to handle a grievance. In the event the grievance representative can demonstrate extenuating circumstances an additional representative may be granted the authority to represent the Grievant. Recognition of an additional representative shall not be unreasonably withheld.

b. The Step 1 – Verbal Discussion may only be waived by written consent of the Director of Nursing or the Public Health Department Director.

8.3: STEP 2 – Written Grievance to the Nursing Director

a. Grievances shall be considered settled at Step 1 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the office of

the Director of Nursing within five (5) working days after the meeting or adjourned meeting at Step 1.

b. The designated Association Representative and the Grievant, shall not suffer any loss of pay while meeting with the Employer on the matter.

c. The Director of Nursing shall have five (5) working days to answer the grievance in writing.

8.4: **Step 3 – ADMINISTRATIVE DIRECTOR REVIEW**

a. Grievances shall be considered settled at Step 2 unless reduced to writing on appropriate forms signed by the aggrieved nurse and delivered to the Administrative Director within five (5) calendar days after completion of Step 2.

b. The Administrative Director shall schedule a meeting to review the merits of the grievance and render a decision.

c. At such meeting the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representatives, as is appropriate. The parties shall meet within a reasonable timeframe and the process shall not unduly delay the operations of the County.. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.

d. The Administrative Director shall have five (5) working days to answer the grievance in writing.

8.5: **Step 4 – WRITTEN APPEAL TO THE HUMAN RESOURCES DIRECTOR**

a. Grievances shall be considered settled at Step 3 unless written notice is delivered to the Human Resources Director within five (5) calendar days after completion of Step 3.

b. Such notice shall contain a request by the Association that a hearing be scheduled at the earliest mutually convenient date of the delivery of said notice for the disposition of said grievance. At such hearing, both the Association and the Employer may request the presence of any and all parties who have been involved in the grievance up to this step.

c. At such hearing(s) the Employer may be represented by its designated representatives and the Association may be represented by its designated representatives and non-employee Association representatives, as is appropriate. The Association representatives and the Grievant, and such witnesses who may be employees of the Employer shall suffer no loss of pay as the result of their presence at the meeting.

d. The designated representative of the Employer shall deliver an opinion of the Employer, relative to the grievance to the Association, in writing within five (5) working days following the hearing.

e. If additional time is deemed necessary to properly investigate matters relative to the grievance at any step outlined above, such additional time may be granted only if mutually agreed upon between the Association and the Employer, and confirmed in writing.

f. It is agreed that Saturday, Sunday, and holidays shall not be counted in computing time limits provided herein.

8.6: **STEP 5 – BINDING GRIEVANCE ARBITRATION**

a. In the event the Michigan Nurses Association determines to pursue the matter to arbitration, it shall within thirty (30) calendar days following the Employers decision at Step 4, notify the Human Resources Director in writing of its intent to arbitrate the issue. The Association shall have an additional sixty (60) days following the written notice of intent, or a longer period if mutually agreed, to file a request for Arbitration or the matter shall be considered untimely. The Arbitrator shall be selected from the American Arbitration Association or as may be otherwise mutually agreed upon by the parties.

b. The fees and expenses of the Arbitrator paid by the losing party.If a split decision, the arbitrator may determine the losing party. All other expenses of arbitration shall be borne by the party incurring such expenses.

c. The Arbitrator shall have powers as hereby limited after due investigation, to make a decision in cases of alleged violation, misinterpretations, or misapplication of a specific Article and Section of this Agreement.

d. The Arbitrator shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

ARTICLE 9
MAINTENANCE OF DISCIPLINE

9.1: Registered Nurses employed by the County and covered by this Agreement will abide by such standards of professional conduct so that the efficient operation of the Agency is maintained.

9.2: Any discipline of a nurse that does not warrant an unpaid suspension or employment termination will be of a corrective nature and will be based on a verbal warning followed by a written warning before the nurse is disciplined. While the Employer shall endeavor to administer progressive discipline, nothing shall prohibit discipline at any level appropriate to the circumstances. In the event disciplinary action is necessary, such disciplinary action must meet the accepted standard of "just cause".

9.3: Any discipline issued to a nurse shall be subject of the Grievance Procedure. It is noted that counseling is not considered discipline, unless stipulated in writing as an oral reprimand. In the event the nurse is disciplined by means of an unpaid suspension or employment termination the grievance procedure shall be initiated at Step 3 – Administrative Director Review on earliest possible date in an effort to expedite the grievance through Steps 3, 4 and 5 of the grievance procedure.

9.4: The County shall provide thirty (30) days advance notice of a change in departmental rules or policy governing personal conduct. It is recognized that an emergency or unforeseen circumstance or events outside the County's control may prohibit timely notice. In such a case, this provision shall not be considered to have been violated. Either party shall be entitled to request a meeting to discuss the rule(s) or policy.

9.5: In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than six (6) months prior in the case of an oral warning and two (2) years prior in cases of all other forms of discipline unless such prior infraction involves an intentional falsification of their application or records of the Employer which had not been formerly disclosed in writing to the Employer.

9.6: The County shall provide the Association and the Staff Council Chapter Chairperson with a copy of written employee discipline within seven (7) days of its effective date.

9.7: A nurse who does not notify the department head of the reason for an absence within two (2) days of a scheduled workday, shall be notified that all seniority has been lost and that employment has been terminated, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

ARTICLE 10
ROLE OF THE PUBLIC HEALTH NURSE

10.1: The Health Department as a community agency and the professional registered nurses share the common responsibility of providing to the public who require it, nursing care which is safe and adequate.

10.2: Public Health Nurses work as members of the health care team to further community health utilizing 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 by providing nursing services to individuals and families at home, at school, at work, clinics and in other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health and allied professions. In all care delivered, Public Health Nurses emphasize health promotion, maintenance of health and the prevention of disease and disabling conditions. Comprehensive care is given which includes assessment of the family unit as well as the individual.

10.3: Public Health Nurses serve as coordinators of care bringing together the professional and non-professional workers involved to insure continuity and access to care. Public Health Nurses assist in community assessment and planning of health care programs.

10.4: The parties agree that routine filing, typing, and other clerical functions are not the responsibility of Public Health Nurses. Further, except in the case of emergencies, nurses shall not be required to assume work assignments so large that client needs and public health are threatened. It is recognized that with advancements in technology there may be a need for nurses to perform patient charting on a computer or similar electronic device.

ARTICLE 11

SENIORITY AND PROBATION

11.1: **Seniority definitions**:

a. County Seniority. Seniority accumulated from the nurses last date of hire for all positions held within the County. The nurse shall be entitled to County seniority for the purpose of applying applicable fringe benefits.

b. MNA Seniority. Seniority accumulated from the nurses last date of hire for positions held in Unit I Registered Nurses and/or Unit II Nursing Supervisors.

c. Bargaining Unit Seniority. Seniority accumulated from the nurses last date of hire in Unit I.

d. All Seniority. When the phrase "all seniority" is used within this Agreement, it shall mean County Seniority, MNA Seniority and Bargaining Unit I Seniority.

11.2 **Bargaining Unit Seniority Accumulation**

Bargaining unit seniority shall accumulate as follows:

a. Full time nurses shall accumulate bargaining unit seniority from their last date of full time hire with recognition given to 11.8: Probationary Release.

b. All seniority shall be computed on the basis of full time service [1950 scheduled annual hours] unless otherwise abridged by this Agreement.

c. Part time nurses shall accumulate seniority based on the total number of actual hours worked from their last date of as a part time nurse with recognition given to 11.8: Probationary Release.

d. A temporary nurse is a nurse hired for a predetermined period of time not to exceed six (6) months or as a substitute for a bargaining unit nurse on leave of absence regardless of duration. A temporary nurse shall not be eligible to accrue seniority nor be eligible for fringe benefits. The temporary nurse who becomes a bargaining unit nurse shall be entitled to seniority and fringe benefits beginning upon the date of change in status to regular employment.

11.3: **Full or Part Time Status Change**

Nurses whose full or part time status changes shall be entitled to all seniority as follows:

a. A full time nurse who becomes part time shall have all his or her seniority converted into hours based on 1,950 annual hours.

b. A part time nurse who becomes full time shall have all his or her seniority established by computing their total actual accumulated hours of work while part time into years, months, and days.

c. The same formula as provided above shall apply, should a nurse's status change regardless of the number of times.

11.4: **Loss of All Seniority**

A nurse shall lose seniority for the following reasons:

a. Quits.

b. Is discharged and such discharge is not reversed with all seniority restoration ordered.

c. Does not return to work when recalled from a layoff, unless such return is beyond the control of the nurse.

d. Retires.

e. Is absent without approval for two (2) consecutive work days without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

f. Layoff for a continuous period of six (6) months or the length of the nurse's bargaining unit seniority, whichever is greater, but not greater than two (2) years.

11.5: **Probationary Period**

A full time nurse shall be on probation for the first four (4) months of their employment. A part time nurse shall be on probation for the first six (6) months of their employment. In the event of a transfer, promotion or status change occurring during the probationary period, the nurse shall be required to complete their probationary period.

11.6: **Probationary Period Extension**

The probationary period may be extended up to a maximum of two (2) months if the nurse's attendance or performance is questionable as determined by the Employer. The nurse and Staff Council shall be notified in writing no less than one (1) week in advance of an extension by the Employer.

11.7: **Probationary Period Evaluation**

The Employer will formally review and evaluate the performance of the nurse during the probationary period and provide the nurse with a written evaluation prior to the end of the probationary period and/or extension. Failure to provide an evaluation prior to the completion of the probationary period or extension, shall prohibit the Employer from extending initial probation or providing the nurse a probationary release.

11.8: **Probationary Release**

A nurse who does not perform satisfactorily while on probation shall be transferred to the former held in Bargaining Unit I or Bargaining Unit II or have their employment terminated as a probationary release if he or she held no previous position in either bargaining unit. Such release shall not be subject to the Grievance Procedure.

11.9: **Seniority Lists**

An updated seniority list reflecting County seniority shall be provided to the Staff

Council Chairperson upon request.

ARTICLE 12
LAYOFF AND RECALL

12.1: **Definition**

A layoff shall mean a reduction in the number of nurses employed by the Employer or a reduction in the number of working hours in a workday, a workweek or pay period as determined by the Employer. A recall shall mean the return of nurses to work from a layoff as determined by the Employer.

12.2: **Notice to the MNA**

When a layoff is determined to be necessary by the Employer, the Association shall be notified promptly. The Association may request to meet with the Employer prior to implementing a layoff. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

12.3: **Method of Layoff**

The County shall determine where a layoff(s) shall occur. Layoff shall be to the nurse(s) with the least amount of MNA seniority first, provided the more senior nurse possesses the ability to perform the remaining work.

The senior nurse(s) shall be granted a thirty (30) calendar day trial period to establish and confirm their ability to perform the work and to receive orientation.

12.4: **Layoff Non-Seniority Nurse**

In the event of a layoff, a nurse who may be temporary or probationary shall be laid off before any seniority nurse. Seniority nurses who are displaced may in turn displace any probationary or temporary nurse within the department so long as such displacement is not to a higher classification. If there are no probationary or temporary nurses, the displaced nurse may displace any nurse in the department with less MNA seniority so long as such displacement is not to a higher classification.

12.5 **Displacement**

A nurse who is scheduled for layoff shall be entitled to displace a nurse in the bargaining unit with lesser MNA seniority provided:

a. The more senior nurse is in an equivalent or higher paying classification.

b. The more senior nurse possesses the ability to perform the work.

c. A full time nurse shall be entitled to displace a part time nurse, or accept a layoff at the nurse's exclusive option.

d. A part time nurse with sufficient seniority to displace a full time nurse shall be required to work full time or be laid off.

12.6: **Employee Notice**

Nurses to be laid off will have no less than fourteen (14) calendar day written notice of layoff. The Association will be provided a copy of the layoff notice given to each nurse.

12.7: **Layoff Not Grievable**

The method of layoff, insofar as it does not violate any provisions herein, shall not be subject to the Grievance Procedure.

12.8: **Voluntary Furlough**

When a layoff is necessary, nothing shall prevent a nurse from volunteering for a layoff. Be it provided the Employer shall have exclusive authority to approve or deny a request for voluntary furlough. The furloughed nurse shall assume the seniority of the nurse who would have been laid off for the purpose of determining recall order only.

12.9: **Seniority and Benefits**

During the period of layoff, a nurse shall accrue no seniority nor be eligible for any fringe benefits in except in accordance with applicable law. When the layoff is a reduction in the number of hours worked in a workday, workweek or pay period, the nurse shall continue to receive fringe benefits. A fringe benefit that is based on wages paid, such as retirement, shall be reduced proportionately.

12.10: **Accrued Days**

The laid off nurse shall have exclusive responsibility to elect:

a. Payment for accrued vacation and sick days consistent with the terms and conditions of Article 20 - Vacations and Article 23 - Sick Days And Disability Insurance; or

b. Retain accrued vacation and sick days until either recalled or seniority is lost under Article 11 - Seniority and Probation, Section 11.4.

Be it provided that the retained days shall:

a. Accrue no interest.

b. Be paid at the rate in effect upon layoff.

c. Be paid after the two (2) year layoff period or when seniority is lost in accordance with Article 11 - Seniority and Probation, Section 11.4.

12.11: **Recall**

During a layoff, the Employer shall fill vacancies from nurses on layoff in inverse order of their layoff, provided however, that they have the ability to do the available work. Such a recall shall be limited to vacancies in the laid off nurses former department, division, program and classification. Should the Employer determine to restore or add classifications, notice of recall shall be made in writing to the last known address of the nurse providing seven (7) calendar days prior notice of the date to return to work, such notice shall be by

mail, return receipt requested.

12.12: **Seniority and Benefits Upon Recall**

Upon return to work, the Employer shall calculate the nurse's adjusted County, MNA and Unit seniority dates. The adjusted seniority dates shall recognize seniority for the period prior to layoff only. The adjusted seniority dates shall be applicable for calculating all provisions, economic and non-economic of the Collective Bargaining Agreement.

12.13: **Failure to Return**

A nurse who fails to be recalled to work within twenty-four (24) months of layoff or refuses to accept a suitable offer of work shall have their employment terminated.

12.14: **Other Employment During Layoff**

A nurse on layoff who takes other employment shall not lose status as an employee until the layoff has been in effect for twenty-four months or until seniority is lost in accordance with Article 11 - Seniority and Probation, Section 11.4.

12.15: **Reduced Work Schedule in Lieu of Layoffs**

Nothing shall prohibit the County and the MNA from meeting to bargain a change in traditional, non-traditional and reduced working hours in order to avoid a layoff of nurses. Be it provided, the change must be approved by the St. Clair County Board of Commissioners and the bargaining unit in order to be implemented. In the event no agreement is approved, the County shall implement layoffs.

12.16: **Supervisor Return to Bargaining Unit I**

In the event of a layoff of a supervisor in Bargaining Unit II, the supervisor shall be entitled to displace a nurse in Bargaining Unit I in accordance with the following terms and conditions.

a. The Bargaining Unit II Supervisor has greater MNA seniority than the Bargaining Unit I nurse.
b. To be eligible to displace the less senior Bargaining Unit I member the supervisor must have formerly held a position in Bargaining Unit I. If the supervisor did not formerly hold a position, the supervisor shall only be entitled to a position in Bargaining Unit I in the following situations.

- The supervisor possesses greater MNA seniority than the least senior nurse in Bargaining Unit I.

- There is a vacant position in Bargaining Unit I to which no Bargaining Unit I member is a qualified candidate.

- There is a temporary nurse employed, in which case the supervisor shall assume the duties of the temporary nurse. When the temporary work no longer exists, the former supervisor shall be laid off.

- There is a recently hired Public Health Nurse whose employment status is probationary. The former supervisor shall be assigned to the position if

qualified. The employment of the probationary nurse shall be terminated. The former supervisor shall be required to satisfactorily complete a full probationary period or be laid off with recall rights only to his or her formerly held supervisor position.

c. The supervisor who previously held a position in Bargaining Unit I shall be entitled to displace *a less* senior employee in Bargaining Unit I. Be it provided as follows.

- The Nursing Director and/or the Public Health Department Director shall determine the Bargaining Unit I classification to which the supervisor is to be assigned.

- The former supervisor may not displace a Bargaining Unit I member in the classification that has greater MNA seniority.

- The Bargaining Unit I nurse displaced by the former supervisor shall be entitled to displace per *Article 12.4*. The displacement process shall continue until achieving the classification from which the least senior Bargaining Unit I member was laid off.

ARTICLE 13
PROMOTIONS AND TRANSFER

13.1: **Posting of Vacancies**

The Employer shall post a notice of a nursing job vacancy occurring within either Bargaining Unit I or Bargaining Unit II in its various locations, in a conspicuous place. The posting shall include:

a. A brief description of the job;

b. The salary range;

c. The shift (if other than days);
d. The location (i.e., building or division).

13.2: The job shall be posted for ten (10) working days, (excluding Saturday, Sunday, and holidays).

13.3: Nurses from either Unit I or Unit II are eligible to apply for a position in either Unit I or Unit II. Nurses applying for the position shall make a written application either on the Employer's application form or in resume form, to the designee indicated on the posting. The resume, if submitted by the nurse, shall provide:

a. Candidate's name;

b. Date employed;

c. Current classification;

d. Qualifications for job (experience, skills, and/or education).

13.4: The County shall not be prohibited or restricted from recruiting nurses from among non-bargaining unit members for either Unit I or Unit II simultaneous to posting the job vacancy within the Bargaining Unit. A bargaining unit member vacancy candidate from either Unit I or Unit II who meets or exceeds the qualifications of the position shall be awarded a trial period.

13.5: **Method of Evaluation**

In all cases of promotion or transfer of nurses from one classification to another, the following factors shall be considered:

a. Length of service - MNA seniority;

b. Knowledge, training, ability, skill and efficiency, which may be rated by the Director of Nursing so long as such rating is done in an objective and measurable system;

c. Physical fitness by medical certificate;

d. Attendance record;

e. Education.

Where factors b, c, d, and e are relatively equal, the length of service shall govern.

13.6: **Salary Adjustment**

A nurse awarded a promotion will be placed at the next higher step of the wage scale for the promotional position that will provide, at a minimum, a percentage increase from the former position wage that is equal to the percentage between steps of the new wage scale. The Nursing Director, upon approval of the Public Health Director, shall have unilateral authority to place a promoted nurse at a step that exceeds the minimum. The decision of the Nursing Director to exceed or not exceed the minimum step shall not be subject to the grievance procedure.

13.7: **Trial Period**

A trial period shall be provided as follows:

a. Ninety (90) working days for a transfer.

b. Ninety (90) working days with an extension of an additional ten (10) working days for a promotion.

c. Ninety (90) working days for a status change from part time to full time or full time to part time.

The Employer shall notify the Association and nurse in writing of an extension indicating its reason for such extension. An extension shall not be subject to the Grievance Procedure.

During the trial period, a nurse who is unsatisfied or unsatisfactory shall be returned to their former position without recourse to the Grievance Procedure.

13.8: **Transfers**

The ability to assign nursing work and transfer nurses within the bargaining unit is a unilateral right and authority of the Employer. This right of the Employer shall be exercised when operationally necessary. The Employer shall not exercise this right as a punitive measure unless in conjunction with discipline which shall make the matter subject to the Grievance Procedure.Transfers may be made by the department head provided the nurse is paid no less than his/her existing hourly rate of pay.

13.9: The Employer shall be entitled to temporarily assign a nurse to perform the tasks of another nurse(s) within the bargaining unit for which the nurse is qualified. The temporarily assigned nurse shall not be made to suffer a reduction in his/her hourly rate of pay and shall be entitled to a higher rate of pay when the temporary assignment is to a position that provides a higher hourly rate of pay.

13.10: **Positions Outside Professional Unit**

a. If a nurse is transferred or promoted to a position within the County or in the Public Health Department and within one (1) year returns to a position within Bargaining Unit I, the nurse shall be entitled as follows.

- The nurse shall be entitled to only that MNA seniority attained while a bargaining unit[s] member.
- The nurse shall be entitled to the Bargaining Unit I seniority accrued at the time he/she left the bargaining unit.
- The nurse shall be entitled to continuous County seniority for purposes of applying applicable fringe benefits.

b. If a Unit I nurse is transferred or promoted to a position within the County or in the Public Health Department and subsequently returns to Bargaining Unit I after one (1) year, the nurse shall be entitled to any previously accrued MNA or Bargaining Unit seniority. The nurse shall be entitled to County seniority for purposes of applying applicable fringe benefits.

c. If a Unit I nurse is transferred or promoted to a position in Bargaining Unit II, and thereafter returns to a vacant position within Bargaining Unit I, the nurse shall be entitled to MNA seniority and County seniority in accordance with Section 12.5. The nurse shall be entitled to previously accrued Bargaining Unit I seniority.

d. If a nurse leaves the employ of the County, including the Public Health Department, the nurse shall not be entitled to any previous accrued seniority for any purpose.

ARTICLE 14
TERMINATION OF EMPLOYMENT

14.1: Registered professional nurses who resign from service with the County shall submit to their department head a letter of resignation at least two (2) weeks prior to their last day of employment.

14.2: At least two (2) weeks written notice of termination of employment by the Employer shall be given to an employee, except in case of discharge for cause.

14.3: The nurse shall forfeit one (1) day of retrievable sick leave and/or vacation pay for each workday short of the required two week notice of a voluntary quit. The week shall be defined as five (5) consecutive days with two (2) days of rest. Nurses shall be required to forfeit all available sick leave time prior to forfeiting any vacation time.

ARTICLE 15
HOURS OF WORK AND OVERTIME

15.1: Traditional Hours of Work

Traditional hours of a work shall mean seven and one half (7 1/2) hours from 8:00 AM to 4:30 PM. The traditional workweek shall consist of thirty-seven and one half (37 1/2) hours from Monday through Friday. The traditional hours of operation shall be established by mutual agreement. In the event the traditional days of operation are modified or changed as a result of collective bargaining with any other bargaining unit representing Public Health Department employees, the County and the Association shall expeditiously enter into collective bargaining in an effort to achieve conformity in the traditional days of operation. In the event County intends to change the traditional hours of work, the Association shall be notified no less than thirty (30) calendar days in advance. The Association may request collective bargaining. In the event the parties fail to mutually agree to a revision of the traditional operating hours in a day and/or in a workweek, the matter shall be subject to fact finding under the terms and conditions determined by the Michigan Employee Relations Commission.

15.2 Non-Traditional Hours of Work

Non-traditional hours of work shall mean hours of work other than the traditional daily operational hours of 8:00 AM to 4:30 PM, traditional daily hours of seven-and-one-half (7½) hours and/or traditional work week of Monday through Friday. In the event the County determines it necessary to change the non-traditional daily and/or weekly operating hours of an existing special program or clinic, the Association shall be notified no less than thirty (30) calendar days in advance. The Association may request and will be granted a special conference consistent with the terms and conditions of Article 6 – Special Conferences. Nothing shall prohibit the County from implementing the change in existing non-traditional working hours.

15.3: New Hire Starting Pay

Newly hired Nurses may be placed on the salary schedule as determined by the Nursing Director and approved by the Public Health Director up to the fourth annual step. Nurses who are members of the bargaining unit, may be advanced in the salary schedule based upon exceptional merit, experience and/or education, as determined exclusively by the Employer. Be it provided that each nurse (including part-time nurses) shall be automatically entitled to an annual step increase until attaining the maximum step of their classification pay range.

15.4: **Hours of Work and Operations**

The Employer shall determine the starting and quitting time of all nurses and programs.

a. Each nurse working six (6) or more consecutive hours shall be entitled to two (2) fifteen (15) minute breaks, one in the first half of their shift, and one in the second half of their shift, as scheduled or designated by the Director of Nursing.

b. Nurses who work less than six (6) hours shall be entitled to a fifteen (15) minute break at the midpoint of their regular workday.

c. Each nurse working at least six (6) hours a day shall be entitled to a one (1) hour unpaid lunch period.

d. The County shall be entitled to establish non-traditional operational hours in order to better provide services to the public. The County shall post a notice of the schedule available, the required qualifications and any other relevant information regarding the assignment. The most senior qualified nurse who volunteers to work the scheduled hours shall be scheduled. In the event no qualified nurse makes a request, the Nursing Director shall be entitled to appoint or hire a nurse to work the scheduled hours.

15.5: **Overtime**

Nurses who work overtime shall be compensated with pay, if budgeted, otherwise the nurse shall be compensated with compensatory time. All overtime worked shall be credited at a rate of time and one half (1 ½) for:

a. All work performed in excess of their normally scheduled hours in a day or a week except in conjunction with non-traditional operational hours. Be it provided that a full time nurse required to temporarily work non-traditional working hours shall be entitled to overtime compensation for all hours worked outside their normal scheduled hours of work. The full time nurse who volunteers to temporarily to work non-traditional working hours shall not be entitled to overtime compensation.

b. A nurse shall not have overtime compounded by applying daily and weekly overtime in the same instance.

c. All work performed by nurses on the sixth (6th) day shall be compensated_at 1 1/2 times, irrespective of the total hours in the week.

d. All work performed by nurses on the seventh (7th) consecutive workday or shift shall be compensated at a rate of twice the base hourly rate.

e. Any nurse called to work before the start of their regular shift shall receive time and one-half (1 1/2) for the time worked prior to their normal start only.

f. On a call back, a nurse reporting for overtime shall be guaranteed at least three (3) hours pay at the rate of time and one-half (1 1/2).

15.6: **Scheduling Overtime**

The Employer shall determine the need for overtime. Overtime shall be distributed according to the ability of the employee to perform the function required and as equally among qualified nurses as circumstances allow.

15.7: **Overtime Notice**

A nurse must request prior approval to work overtime of his or her immediate supervisor or the Nursing Director. Overtime shall not be worked without prior approval. No nurse shall be required to work overtime without reasonable notice as circumstances allow.

15.8: **Compensatory Time**

A nurse compensated with compensatory time may accrue compensatory time to a maximum of seventy-five (75) hours. The Nursing Director shall be responsible to administer and manage the compensatory time records which shall be made available to the nurse upon reasonable request. In the event a nurse accrues compensatory time in excess of the seventy-five (75) hour maximum, the Nursing Director shall be entitled to instruct the nurse to take the excess time off provided the Nurse is provided a reasonable time to comply. Be it further provided that nothing prevents the County from paying the nurse cash to reduce or eliminate the compensatory time accrual. The nurse shall be entitled to determine if all or any part the compensatory time payment shall be provided as a contribution to the nurse's deferred compensation account if lawful to do so. Be it further provided the Association shall be entitled to a special conference to discuss compensatory time with the County. A nurse with accrued compensatory time shall be entitled to use the time when reasonable notice is given the Nursing Director. Upon employment separation a nurse shall be compensated for all documented accrued compensatory time.

15.9: **On Call Provision (Weekends)**

Public Health Department Nurses who are required to provide nursing care on weekends shall receive compensatory time at a rate of one and one-half (1 1/2) times for hours actually worked. The nurse shall be guaranteed a minimum of three (3) hours compensatory time or one and one-half (1 1/2) the time actually worked on Saturday or Sunday, whichever is greater.

15.10: **On Call Provision (Holidays)**

Public Health Department Nurses who are required to be on call on days designated by the County as holidays shall receive compensatory time at the rate of time and one-half (1 1/2) for all those hours which they are required to be available. They shall receive compensatory time off at the rate of two (2) times for all hours actually worked.

ARTICLE 16
PART TIME NURSES

16.1: A nurse who is scheduled to work less than full time, as previously defined herein, shall be classified as part time. They shall:

A. Be paid at the same hourly rate as a full time nurse employed in the same job

classification.

B. All nurses shall be advanced on the salary schedule by one step per year of service.

C. Be paid for holidays as set forth in Article 19 – Holidays.

D. Be provided vacation as set forth in Article 20 - Vacations.

E. Be provided leave of absence as set forth in Article 22 – Leaves of Absence.

F. Be provided injury leave (worker's compensation) as set forth in Article 25 – Injury Leave.

G. Be provided mileage as set forth in Article 18 – Mileage.

H. Be provided educational courses as set forth in Article 27 – Educational Courses.

I. Be provided the health program as set forth in Article 26 – Health Program.

J. Be provided the liability insurance as set forth in Article 34 – Employee Liability.

K. Be provided the medical, dental and life insurance as set forth in Article 28 – Health Care, Life and Dental Insurance.

16.2: Part Time Paid Sick Leave

1. Part time regular employees who work an average of twenty-five (25) or more hours per week in the previous calendar year are eligible for forty (40) hours of paid sick leave credited on January 1st of the following year.
2. New hires are eligible for pro-rated sick time on their first day of employment, but must complete a successful 90 day probationary period before using sick time. Upon reaching the first full calendar year since employment, they will need to requalify each year to be eligible.
3. Each year part time employees must requalify for the forty (40) hours of paid sick leave by averaging twenty-five (25) hours or more per week for the previous calendar year.
4. An eligible employee shall not use more than forty (40) hours of sick leave per year or use time in advance of earning it.
5. Paid sick time shall not be carried over to the next year.
6. At time of separation of employment, any remaining paid sick leave is not eligible for pay out. If an employee leaves employment with the County and returns, any forfeited leave time upon termination shall not be reinstated. The employee will need to requalify.
7. Employee shall not use accrued sick time until successfully completing a 90 calendar probationary period.
8. Paid sick leave time will be prorated for new hires. If hired on or before the 15th of the month, they will receive that month's sick time.
9. Upon the satisfactory completion of the probationary period, an employer shall allow an eligible employee to use paid medical leave for any of the following:
    A. The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
    B. The eligible employee's family member's mental or physical illness,

injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.

C. If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.

D. For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

E. Sick time must be used in one (1) hour increments and is subject to the policies and procedures of the employee's department.

F. If an employee demonstrates a pattern of abuse or excessive use of sick time, they shall be subject to discipline, up to and including termination. Also, the County reserves the right to request a doctor's certification.

ARTICLE 17
PERSONAL ATTIRE

17.1: Nurses will not be required to wear a uniform. Nurses will dress professionally and consistent with Department Policy.

ARTICLE 18
MILEAGE

18.1: Nurses who use their personal vehicles on business required by the Employer shall be reimbursed in accordance with the IRS Regulations for Expense Reimbursements and the County's Expense Reimbursement Policy effective March 21, 2013 or as may be amended to comply with the law or regulations.

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ARTICLE 19
HOLIDAYS

19.1: One day time off will be granted to registered professional nurses for the following legal holidays, established by the Employer. In the event the Michigan Supreme Court should establish a different holiday schedule, that schedule shall become the holiday

schedule.

New Year's Day	(January 1)
Martin Luther King's Birthday	(Third Monday of January)
President's Day	(Third Monday of February)
Memorial Day	(Last Monday of May)
Independence Day	(July 4)
Labor Day	(First Monday of September)
Veteran's Day	(November 11)
Thanksgiving Day	(Fourth Thursday of November)
Friday following Thanksgiving Day	
Christmas Eve	(December 24)
Christmas Day	(December 25)
New Year's Eve	(December 31)

19.2: To qualify for holiday pay the nurse, if scheduled, must report to work the day prior and/or the day after the holiday. A paid vacation day or sick day approved by the Director of Nursing shall be considered a day worked. Nurses scheduled to work the holiday but fail to work the holiday shall not receive holiday pay.

19.3: In the event a holiday falls on a Sunday, the following Monday shall be considered as the said holiday. In the event a holiday falls on a Saturday, the preceding Friday shall be considered as the said holiday. Other holidays may be granted by action of the Employer.

19.4: **Holidays Not Worked**

a. A registered professional nurse who is full time will be paid for the above holidays at the regular straight time rate of pay.

b. Part time nurses shall be entitled to holiday pay for holidays which occur on the nurse's normally scheduled workday on the basis of the actual hours of work normally scheduled for that day.

c. If the holiday falls on a normal day off for a registered professional nurse working a non-traditional work schedule, the nurse shall be credited with hour-for-hour vacation.

d. Be it provided that the nurse's vacation and sick day accruals and credits shall be computed as hours.

19.5: **Holidays Worked**

a. Full time nurses who are scheduled to work and work the day designated as a holiday shall be paid at two and one-half (2 1/2) times their regular straight time hourly rate for the hours actually worked. Such rate shall be in lieu of and not in addition to holiday pay for holidays not worked, except that when a nurse works less than seven and one-half (7 1/2) hours on a holiday and is otherwise eligible for holiday pay, shall receive the balance of the seven and one-half (7 1/2) hours not worked.

b. Part time nurses hired on or after January 1, 1975 shall be paid at two (2) times their regular hourly rate for all hours worked.

19.6: **Holiday In Vacation**

A holiday occurring during a paid vacation leave shall not be deducted from the vacation accumulation.

19.7: **Holiday-Leave Of Absence Or Layoff**

A nurse who is on a paid leave of absence or on a layoff at the time a holiday occurs will not be paid for that holiday except if on a sick leave or a layoff caused by a reduction in the Public Health Department's staff which commenced during the week prior to or during the week in which the holiday occurs.

19.8: **Holiday Hours Paid**

Holiday hours paid for but not worked shall be considered as scheduled hours worked.

ARTICLE 20
VACATIONS

20.1: Nurses shall be entitled to vacation according to the following schedules:

Years of Service	Full Time Nurses Days	Part Time Nurses Days
1 - 2	12	6
3 – 4	15	7.5
5 - 9	17	8.5
10 - 14	20	10
15 - 19	23	11.5
20 - 24	25	12.5
25 – 29	28	14
30+	30	15

20.2: Nurses who have satisfactorily completed their probationary period shall be entitled to a week of vacation after six (6) months of employment which time if used, shall be charged to their first anniversary entitlement.

20.3: The full allocation of days according to the above schedule shall be credited to a nurse upon each anniversary of employment with the Department.

20.4: A nurse shall not be entitled to use more days than have been earned or in advance of days to be credited. Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

20.5: Nurses shall be allowed to maintain a maximum accrual of forty (40) days vacation.

20.6: Vacation days must have the prior approval of the Employer to be used. Approval shall be contingent upon meeting the operational needs of the Department but approval shall not be unreasonably withheld. Scheduling shall be on a "first come, first served" basis. Bargaining unit seniority shall prevail when requests are simultaneous.

20.7: A holiday occurring during a paid vacation leave shall not be deducted from the

vacation accumulation.

20.8: Upon termination or retirement, the nurse, or in the event of death of the nurse the nurse's beneficiary, shall be paid for all unused days and a prorated payoff of vacation time from their date of separation retroactive to their last anniversary of employment. Be it provided, however, that such pay off of unused days shall not exceed thirty-five (35) days of pay.

ARTICLE 21
JURY DUTY, COURT TIME

21.1: Jury Duty - Notification

A nurse who is called for jury duty shall notify the Director of Nurses immediately upon receiving notice of such call.

21.2: Jury Pay Supplement

If a nurse serves on jury duty during days when normally scheduled to work, the County will provide the normal weekly pay check and the nurse shall turn over the jury pay to the County. Any reimbursements, such as by way of example, mileage, meals, lodging, and/or reimbursable out-of-pocket expenses shall belong to the nurse. If paid as part of the jury pay, the County shall provide the reimbursement portion only to the nurse in a reasonable time and manner.

21.3: Jury Duty - Accrued Time

Days on which the nurse performs jury duty shall be considered as time worked.

21.4: Court Time

Nurses who are subpoenaed to produce records or to act as a witness shall continue to receive their normal pay when employment related.

Any compensation, such as subpoena or witness fees, but not including reimbursement of actual personal expenses, shall be surrendered to the County.

ARTICLE 22
LEAVES OF ABSENCE

22.1 Leaves of absence for reasonable periods, not to exceed one (1) year or in compliance with applicable law, will be granted without loss of seniority for:

a. Illness leave (physical or mental); and

b. Prolonged illness of spouse, parent or child.

A nurse may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under FMLA and a fact sheet shall be provided the nurse in a reasonable method and manner. Leave taken under FMLA will be taken consistent with FMLA, this provision and the policy of the County.

22.2: Leaves of absence for reasonable periods, not to exceed one (1) year may be granted without loss of seniority for:

a. Serving in any Union position.

b. Educational purposes, when job-related. Such leave may be extended for like cause by consent of the Employer.

c. Other special cases which may be decided individually by the Employer.

d. Illness in the immediate family.

Be it provided, however, that such leave shall be consistent with meeting the operational needs of the Department.

22.3: All leaves based upon illness, shall be supported by a statement from the attending physician when requested by the Employer.

22.4: The Employer may require the nurse on leave, due to an illness, to submit to an examination by a physician chosen by the Employer, provided the charges by the physician are paid by the Employer.

22.5: The requirements of Section 3 and 4 may be waived by the Employer, but such waivers shall not form a basis for submitting a grievance when such waiver is not granted.

22.6: A nurse shall not be entitled to return to work from a leave due to illness without medical verification of recovery from the attending physician, and may be subject to Section 4. In the event the Employer places the nurse on an involuntary medical leave, such leave shall be paid consistent with the nurse's normal pay and benefits.

22.7: While on leave of absence without pay, the nurse accrues no vacation time, sick leave, compensatory time, retirement credit, or gain from any other fringe benefit.

22.8: A nurse who engages in employment without the Employer's permission while on a medical leave of absence, including while receiving workers compensation, shall be subject to discharge.

22.9: Failure to report to work on the next scheduled workday after a leave of absence expires shall result in immediate discharge and shall not be subject to the Grievance Procedure. The provision of this section may be waived by the County if extenuating circumstances are proven.

22.10: A nurse elected to an Association position or selected by the Association for an activity which takes them from their employment for more than thirty (30) days, but not more than one (1) year, may with the consent of the Employer receive a leave of absence, without pay and without loss of seniority for the duration of the assignment. A member of the Association employed by the County and elected to a State Council or National Convention, shall be allowed time off, to attend such conventions with the approval of the department head.

22.11: Under no circumstances shall a nurse be granted a leave of absence for the purpose of engaging in employment with another employer. A nurse on an educational leave of absence shall be entitled to perform work for another employer provided the nurse has been

granted prior approval by the County.

22.12: Nurses who are in some branch of the Armed Forces, Reserves, or the National Guard will be paid the difference between their reserve pay and their regular pay with the Employer when they are on full time active duty, provided proof of service and pay is submitted. The County will comply with all the rights and provisions of the Universal Military Act and any other or subsequent Federal or State Legislation or Regulation affecting the employment and re-employment of members or former members of the Bargaining Unit and the County's employ.

ARTICLE 23
SICK DAYS AND DISABILITY INSURANCE

23.1: Full time regular nurses shall be credited with one (1) sick day upon each monthly anniversary to be used for the purposes provided by this Agreement. Any sick day use other than provided by this Agreement shall be considered a misuse and an abuse.

23.2: Full time regular nurses shall be entitled to accrue sick days to a maximum of forty (40) days.

23.3: A nurse shall be eligible to use sick days, upon satisfactory completion of the probationary period, for personal illness or serious or critical illness or event related to a serious or critical illness of their spouse, parent or child. Up to three (3) days may be used without medical proof for a non-complicated delivery of a child. Additional days may be granted in accordance with FMLA and the provisions of Article 22 – Leaves of Absence. The nurse shall be required to provide proof of illness of the spouse, parent or child.

23.4: A nurse shall not be entitled to use more sick days than have been accrued or in advance of days to be credited.

23.5: The County may place a nurse whose attendance is questionable and who uses two (2) sick days in a thirty (30) calendar day period or six (6) days in a ninety (90) calendar day period, without a statement from their attending physician indicating the nature of their illness on "proof required status". Proof required status shall mean the nurse must provide a statement from their attending physician indicating the nature of the illness in order to be eligible for sick day pay. The nurse shall be on proof required status for six (6) calendar months. The nurse who fails to provide appropriate medical verification shall not only be denied sick day compensation, but shall be subject to discipline.

23.6: Sick days may be taken in place of normally scheduled work days, excluding holidays.

23.7: A nurse shall be eligible for salary continuation when an illness or injury extends beyond twenty-eight (28) consecutive calendar days. Compensation shall commence the twenty-ninth (29th) calendar day and shall provide two-thirds (2/3) of the disabled nurse's normal pay before all payroll deductions including taxes and F.I.C.A. Short term disability salary continuation shall be for a period of six (6) months. Verification of a continuing medical disability may be required by the County in order to provide salary continuation. Salary continuation shall be offset by benefits derived from the County's Retirement Plan, Social Security and/or Worker's Compensation.

Any employee who has less than one year full time employment with the County is ineligible

for short term disability and FMLA. Once one year of full time employment is reached, the employee may be eligible for short term disability and FMLA, which will run concurrent.

23.8: The County shall provide the disabled nurse salary continuation from the twenty-ninth (29th) calendar day to the one hundred and eightieth (180th) calendar day from disability. During the period that the County provides the disabled nurse salary continuation, the nurse shall be entitled to continuation of the fringe benefits.

23.9: The disabled nurse shall be ineligible for salary continuation for refusal to accept an offer of work in a classification other than the classification held at the time of disability that reasonably accommodates any restrictions as indicated by the treating physician. The nurse shall receive the same hourly wage rate as their current classification.

23.10: Commencing the one hundred and eight-first (181st) calendar day, long term disability salary continuation shall be provided by an insurance carrier of the County's choice or by the County at the County's discretion. At such time the disabled nurse shall not be eligible for fringe benefits. Be it provided, however, that the disabled nurse shall be entitled to obtain group health insurance through the County in accordance with the following safeguards and conditions;

a. The disabled nurse shall be entitled to six (6) months of health care coverage provided the nurse pays fifty percent (50%) of the premium costs.

b. The County shall require prepayment of all premium costs.

23.11: Sick time does not accrue on an unpaid leave. Sick time does accrue on a paid leave.

23.12: The nurse shall be eligible to supplement disability compensation with accrued time on the basis of one accrued day of seven-and-one-half (7-1/2) hours for every three days of disability compensation to remain at full normal gross salary. The nurse shall supplement using accrued sick time first until exhausted and then shall use accrued compensatory time until exhausted. The nurse shall be entitled to use vacation to supplement at his or her discretion only after all sick time and compensatory time are exhausted.

23.13: When a nurse's illness or physical condition raises the question of fitness to perform normal duties, or if the nurse exhibits questionable attendance, the Supervisor may require the nurse to submit to a physical examination and the County shall pay the expenses incurred.

23.14: A nurse on an approved disability leave using sick days, salary continuation or disability insurance shall be subject to all the provisions of Article 22 - Leave of Absence.

23.15: Nurses must promptly notify their supervisor of their absence or be subject to discipline.

23.16: Upon termination of employment for any reason other than gross misconduct, a nurse with accrued sick days shall be entitled to receive compensation to a maximum accrual of thirty (30) sick days based upon the following graduated schedule of months of service.

Months of Service	% of Accrual
12 to 24	20%
25 to 36	30%

37 to 48	40%
49 to 60	50%
61 to 72	60%
73 to 84	70%
85 or more	80%

23.17: Personal Day Upon satisfactory completion of probation, each full time nurse covered by this Agreement shall receive two (2) personal leave days with such days to be deducted from any accumulated sick days when used. Two personal days shall be available each anniversary year thereafter, however, such personal days shall not accumulate from year to year. Part time nurses shall receive one (1) personal leave days with such days to be deducted from any accumulated sick days when used and must be utilized in full day increments. A request for use of a personal day should be made at least forty-eight (48) hours in advance.

23.18 If the employee has available leave time their bank, they are ineligible for Absent Without Pay (AWOP).

ARTICLE 24
BEREAVEMENT LEAVE

24.1: Full time nurses, upon satisfactory completion of probation shall be eligible to use bereavement leave days in the event of a death of family members and relatives as follows:

1. Up to five (5) working days with pay for:

   Spouse, child, Step Child, Mother, Father and Grand Child.

2. Up to three (3) working days with pay with up to two (2) additional days with pay to be deducted from sick days for:

   Brother, sister or Grandparent

3. Up to three (3) working days with pay to be deducted from the sick days for:

   Step Parent, Mother-in-Law, Father-In-Law, Son-In-Law, Daughter-in-Law, Brother-in-Law, Sister-in-Law, Step Sibling, Step Grandchild, Legal Guardianship/Dependent, Spouse Grandchild, Spouse Step Parent

4. One (1) workday with pay to be deducted from sick days for:

   Spouse Son-in-Law or Daughter-in-Law, Spouse Grand Parent, Spouse Step Sibling, Spouse Brother-in-Law or Sister-in-Law, Aunt or Uncle, Niece or Nephew.

The employee shall be required to provide proof of death of a family member or relative.

One (1) additional day may be granted, to be deducted from the employee's vacation accumulation, in the event a funeral is two hundred and fifty (250) or more miles from the employee's residence.

ARTICLE 25
INJURY LEAVE
(Worker's Compensation)

25.1: A nurse injured on the job and eligible for Worker's Compensation shall receive their normal pay minus taxes and minus Worker's Compensation benefits pay.

25.2: That pay which supplements Worker's Compensation benefit pay, to provide normal pay minus taxes, shall be deducted from accumulated sick days at a ratio of one (1) sick day for each three (3) days of worker's compensation.

25.3: The nurse shall be eligible to utilize sick days to maintain normal pay minus taxes until such time as Worker's Compensation benefit pay commences as prescribed by law.

25.4: In no case shall a nurse use more sick days than have been earned.

25.5 Worker's Compensation is governed by Board policy and procedure, therefore, is subject to change.

ARTICLE 26
HEALTH PROGRAM

26.1: **Physical Examination**

The County may require each nurse to have an annual physical examination at the expense of the County. Nurses who elect to have an annual physical examination performed by the County and the remaining part of the physical performed by their own physician shall do so at their own expense.

26.2: **Tuberculosis Control**

The parties shall comply with all standards and practices governing and regulating the control of tuberculosis testing and exposure in the work place. In this effort, the parties shall strictly adhere to all applicable laws (including O.S.H.A. regulations) and accepted health standards and practices.

As part of the employment physical evaluation, a baseline TB skin test will be done on all new employees unless not indicated in accordance with TB program guidelines. All other employees will be given TB skin tests according to their risk of exposure annually.

26.3: **Immunization**

The County shall provide each nurse the opportunity to receive immunizations as determined by the Employer free of charge.

ARTICLE 27
EDUCATIONAL COURSES

27.1: **Course Eligibility**

Any registered professional nurse employed by the County, 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 department head agrees would aid in the practice and performance of services to the County and will contribute to professional growth, may submit in advance of commencing such course or courses, a letter of application to the department head for approval to receive reimbursement for the cost of tuition and books.

27.2: **Letter of Application**

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 and where it is offered.

27.3: **Approval of Application**

Approval of the nurse's application by the department head will permit the course or courses and assure reimbursement from the Employer as funds allow as determined by the Director of Nursing.

27.4: **Reimbursement**

If said course or courses are approved, reimbursement for the cost of tuition and books shall be made no later than thirty (30) days after successfully completing the course or courses.

ARTICLE 28
HEALTH CARE, LIFE AND DENTAL INSURANCE

28.1: Effective January 1, 2012 each full time nurse and each part time nurse regularly scheduled to work twenty [20] or more hours a week shall be eligible to participate in the health care plan offered by the County. The core plan is equivalent to the following:

Community Blue PPO Option 8

Annual Deductible
$500 – Employee
$1,000 – Family

Annual Co-Pays
80% - Plan Approved Charges
20% - Employee

Annual Co-Pays Maximums (including deductibles)
$3,000 – Employee
$6,000 - Family

Office Visit Copay - $20

$20 Chiropractic Co-Pay

Prescription Drug Rider Deductibles
$15.00 - Generic Prescription Drugs
$30.00 - Brand Name Prescription Drugs
$45.00 – Non-Preferred Prescription Drugs

MOPD - Mail Order Prescription Drugs requires a single co-pay for 90 day supply via mail or retail.

Unlimited Annual In Network Preventative Services

Heritage Vision – Vision Rider

HCA – Hearing Care

A. All participating regularly scheduled full time employees shall pay an employee premium cost co-share amount equal to 20% of the County's illustrated rate adjusted annually.

In the event the St. Clair County Board of Commissioners modify or change the collective bargaining guidelines for the health care coverage as stipulated in Article 28, the Union and the County shall enter into collective bargaining with the purpose of establishing the health care coverage plan and employee premium co-share amounts for eligible members of the bargaining unit.

Part time employee nurse(s) regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

28.2: Full time nurses eligible to participate in the plan but who elect not to participate shall be entitled annual compensation as follows:

NON-PARTICIPATION COMPENSATION
$ 650 - One Person subscriber
$1100 - Two Person subscriber
$1350 - Family Plan subscriber

Payment shall be made in equal bi-weekly installments. The employee nurse may elect the compensation through deferred compensation or individual flexible spending account. The nurse shall have sole responsibility to apply for deferred compensation, which shall be consistent with all terms and conditions of deferred compensation.

28.3: The County shall have authority to select the health care provider provided such coverage is substantially equivalent.

28.4: All employee nurse premium costs shall be paid by way of payroll deduction in advance of the effective date of coverage. The premium cost(s) shall be paid in equal installments the twenty-six annual pay periods.

28.5: The County shall provide full time nurses with the plan 100/50/50 dental insurance with a carrier of the County's choosing. Part time nurse regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium cost for the entire plan to be eligible for coverage.

A. CORE PLAN
- Plan 100 50/50 to an annual maximum of $1,000 per individual per year.
- Orthodontia Plan 50/50 to a lifetime maximum of $1500 per individual.

B. OPTION I
- $200 to a flexible reimbursement account.

C. OPTION II
- $150 cash rebate.

28.6: The Employer will provide a $35,000 with AD & D group life insurance plan for qualified full time nurse as the core option. Part time nurses regularly scheduled to work twenty (20) or more hours in a week hired on or after January 1, 1975 shall pay the entire premium for the entire plan to be eligible for coverage.

A. OPTION I
- The eligible nurse may purchase an additional amount equal to the core at the Employer's group rate. The nurse shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

B. OPTION II
- The eligible nurse may purchase an amount equal to twice the core at the Employer's group rate. The nurse shall be subject to and responsible for any and all taxes on the premium amount as determined by the IRS.

28.7: In order to acquire and maintain health and/or dental benefits, the nurse must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or the plan provider.

28.8: A nurse who fails to provide timely notice of a status change may be required to reimburse the County for the difference in premium costs.

28.9: On an approved leave of absence without pay, the nurse may continue plan payment within the provision of the plan provider policy or forfeit plan eligibility and coverage.

28.10: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible for dual County health insurance, dental or other insurance coverages as both a sponsor and a dependent for any insurance coverage under this Agreement. The County shall in no instance be required to provide dual coverage. Should an employee have a qualifying event and lose coverage, they would become eligible to re-enroll in the active or retiree health insurance plan.

28.11: Employees of the County, that have a spouse working for or retired from the County or County agency, shall not be eligible to participate in the Opt Out plan option as both a dependent for any insurance coverage under this Agreement and as an Opt Out participant.

ARTICLE 29
RETIREMENT PLAN

29.1: All full time regular Nurses and part time regular Nurses working at least one thousand (1,000) hours in a calendar year shall, upon their date of hire participate in the St. Clair County Employees Retirement Plan. The part time nurse shall be required to work the same number of annual hours as a full time nurse to acquire a year of retirement service credit. Once qualified to participate, the part time nurse shall be required to participate thereafter regardless of the number of hours worked in a calendar year. Specific terms and conditions of retirement not herein defined are subject to the terms and conditions provided by the retirement plan custodians and shall not be subject to nor require separate Union approval.

29.2: The Defined Benefit Pension and the Retiree Health Care Plan are completely separate Retirement Plan programs with separately designated methods for funding set forth in this Agreement. The assets of the separate programs may be commingled for investment purposes but shall be and are separate funds for accounting and actuarial purposes.

29.3: The St. Clair County Retirement System provides eligible Nurses (hired to a full time position before 01/01/09 or part time nurses qualified to participate in the defined benefit plan before 01/01/09) with a Defined Benefit Pension Plan. A defined benefit plan is a retirement plan that establishes an annual and monthly pension amount based on a Nurse's years of service and final average compensation. Participation in the Defined Benefit Plan is mandatory among eligible Nurses as defined and set forth in 29.1. Terms and conditions of the Defined Benefit Plan are addressed in the Retirement Plan booklet. Nurse and Employer contributions are as follows.

A. The Nurse shall contribute six percent (6%) of his or her eligible gross bi-weekly wage.

B. The County shall determine the level of funding necessary to assure and maintain the financial stability of the system and shall contribute the remaining contribution determined necessary. The County acknowledges and affirms the fiduciary responsibility to fund the retirement pension fund as determined necessary.

29.4: The St. Clair County Retirement System provides eligible Nurses (hired to a full time position before 01/01/09 or part time nurses qualified to participate in the defined benefit plan before 01/01/09) with the opportunity to participate in the retiree health care plan by contributing to a Health Care Trust Account. Nurse participation in the Health Care Trust Account is optional. The option is exercised upon date of eligibility to participate in the retirement plan and once exercised is irrevocable. A description of the retiree health care coverage is provided in the Retirement Plan booklet. Eligibility for retiree health care coverage is as follows.

A. An eligible Nurse who made the election to participate in the original plan must have eight (8) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

B. An eligible Nurse subject to the modified plan must have twenty (20) or more actual years of service contributions in the Retirement Plan to be entitled to health care coverage at no premium cost as a retiree.

C. An eligible Nurse that chooses not to participate in the prefunding of retiree health care or that does not meet the actual years of service contributions stipulated in the preceding subsections A and B, shall be entitled to purchase retiree health care coverage based on the following conditions.

[i] The Nurse shall have eleven (11) or more actual years of service contributions to the Retirement Plan.

[ii] The Nurse, as a retiree, shall be required to pay the entire premium cost determined by the County on a month-to-month basis as a deduction from his or her monthly pension payment.

[iii] The Nurse with contributions in the Health Care Trust Account shall be entitled to pay the health care premium costs from his or her contributions. When contributions are depleted the retiree shall be subject to the preceding [ii].

[iv] The Nurse, upon making an application for retirement, must choose to purchase or not purchase health care coverage. The Nurse, as a retiree, may not choose to purchase health care at a later time. In other words, the Nurse, as a retiree, must participate in the purchase of health care coverage upon initial retirement or he or she shall be forever ineligible for health care coverage.

[v] The Nurse, as a retiree, shall not be entitled to purchase health care coverage intermittently from the Retirement Plan. Failure to pay the monthly premium, whether intentionally or unintentionally disqualifies the retiree for health care coverage. In other words, the retiree shall not be entitled to discontinue and later re-enroll for health care coverage.

29.5: Contributions to the Retiree Health Care Trust Account shall be calculated on a Nurse's eligible bi-weekly wages as defined in this article. The employee shall contribute 2.5% annually to the Retiree Health Care Trust Account. 29.8: An eligible Nurse shall have the option to contribute to a 457 Deferred Compensation Plan rather than contribute to the Retiree Health Care Trust Fund Account. A Nurse that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement. Terms and conditions of the 457 Deferred Compensation Plan follow:

A. Effective upon the earliest possible date following ratification of the agreement by the parties, the Nurse shall be entitled to select one of the following contribution options to be matched by the County.

Employee Contribution	County Contribution Match for Full Time Employees Only
1.0%	0.5%
2.0%	1.0%
3.0%	1.5%
4.0%	2.0%
5.0%	2.5%

B. "ALL CONTRIBUTIONS" to the 457 Deferred Compensation Plan shall mean the contributions of the Nurse and the County. Contributions shall mean all contributions except as otherwise defined. For employees who opt out of the County's Retiree Health Care Fund and choose to contribute to the 457 Deferred Compensation Plan with County match, all contributions are fully vested once made and never subject to forfeiture.

C. Upon retirement, the Nurse may at his or her discretion use contributions to the 457 Deferred Compensation Plan to purchase retiree health care from the Retirement System provided the Nurse has a minimum of eleven (11) or more years of contributed service in the Retirement System.

D. An eligible Nurse must elect or not elect to contribute to the 457 Deferred Compensation Plan upon date of hire with the County. The election once executed is irrevocable.

E. A Nurse shall not be entitled to contribute to the Retiree Health Care Trust Fund Account and the 457 Deferred Compensation Plan at the same time. A Nurse shall have the option to contribute to a 457 Deferred Compensation Plan account rather than contribute to the Retiree Health Care Trust Fund Account. A Nurse that contributes to the 457 Deferred Compensation Plan shall not be entitled to retiree health care paid by the Retirement System upon retirement.

29.6: A retiring Nurse subject to the original retirement plan shall be entitled to a multiplier of two percent (2%) for each year of employment. The multiplier shall not exceed sixty-four percent (64%) upon attaining thirty-two actual years of service, including purchased military service time. Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation.

29.7: A retiring Nurse subject to the Modified Plan shall be entitled to final average compensation multiplied by years of service in accordance with the following schedule:

Years of Service	Annual Multiplier
1 through 10	1.75% - accumulative
11 through 19	2.00% - accumulative
20 through 24	2.00% - retroactive
25 and above	2.40% - retroactive

Final average compensation shall be calculated on the best three (3) years of the last ten (10) years of eligible compensation. Upon attaining the twentieth (20th) year, the multiplier shall be retroactive to the first year. The multiplier maximum shall not exceed seventy-five percent (75%).

29.8: A Nurse shall be eligible upon satisfying one of the following three criteria.

A. The Nurse has attained the age of 60 years and has the equivalent of eight (8) years of service contributions into the retirement system.

B. The Nurse has attained the age of 55 years and has the equivalent of twenty-five (25) years of service contributions into the retirement system.

C. The Nurse has a combination of age and years of equivalent service that when combined equals eighty (80) years, provided the employee shall also have

completed twenty-five (25) years of actual service.

Years of actual service shall mean that period of time employed and contributing to the St. Clair County Employee Retirement Plan and excluding, by way of example, reciprocity through other retirement plans or purchase of military service time.

29.9: A Nurse shall only be entitled to withdraw his or her contributions to the Defined Benefit Plan upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested Nurse is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as the former Nurse is eligible to receive a pension.

C. The Nurse that withdraws his or her contributions shall terminate all right to receive a pension benefit from the plan.

D. The Nurse that withdraws his or her contributions shall be entitled to a rate of interest on the contributions determined by the Retirement Board which shall be consistent with the interest rate attributed to all Nurse accounts regardless of union affiliation.

29.10: A Nurse shall only be entitled to withdraw his or her contributions to the Retiree Health Care Trust Account upon separation of membership in the retirement system. Separation of membership shall mean that membership in the retirement system has been terminated for at least ten days; or the individual has been laid off for at least thirty days.

A. A vested Nurse is not required to withdraw his or her contributions upon termination of employment.

B. Contributions left in the plan are deferred until such time as when the former Nurse shall be entitled to a retirement pension.

C. The Nurse that leaves his or her contributions in the Retiree Health Care Plan Trust Account shall only be entitled to health care coverage in conjunction with receiving a pension.

D. The Nurse that withdraws his or her contributions shall terminate all right to receive retiree health care coverage from the plan at no premium cost to the retiree.

E. The Nurse that leaves his or her contributions in the Retiree Health Care Trust Account but who has insufficient actual years of services to qualify for coverage shall be entitled to purchase coverage when meeting all the conditions stipulated in this article.

29.11: If an employee was a full time contributing member of the Defined Benefit Plan prior to 1/1/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Defined Benefit Plan upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee was a full time contributing member of the Retirement Health Care Trust Account prior to 1/1/09, subsequently becomes a part time ineligible member and thereafter returns to full time employment without a break in employment, such an employee will remain eligible for participation in the Retirement Health Care Trust Account upon meeting the following conditions:

A. The member must have left their accumulated contributions in the plan.

B. The same elections they had previously made will continue to apply.

If an employee, upon becoming an ineligible member, applies for and receives a refund of their Defined Benefit Plan and/or Retirement Health Care Trust Account contributions, they shall terminate all future right to receive a benefit from either plan.

29.12: Effective January 1, 1998 final average compensation for retirement purposes shall be computed on the base salary only and where applicable, service recognition and shall not include compensation from;

A. Overtime or compensatory time payoff.

B. Vacation accrual payoff upon separation from employment for any reason.

C. Sick day accrual payoff upon separation from employment for any reason.

29.13: The County shall notify the Union no less than thirty (29) calendar days in advance of any proposal to change retiree health care affecting a member or former member of the bargaining unit. The County agrees to meet with the Union to discuss the proposed changes. The Union may request to bargain the proposed changes to the extent that it may impact former bargaining unit members who retired during the term of the collective bargaining agreement in affect at the time of the proposed changes. The Union shall have no standing or authority to bargain changes that affect a former member who retired prior to the collective bargaining agreement in affect at the time of the proposed change.

29.14: All full time regular Nurses (hired on or after January 1, 2009) and part time regular Nurses (hired on or after January 1, 2009) working at least one thousand (1,000) hours in a calendar year, shall not be eligible for a Defined Benefit Plan; instead, the eligible Nurses (hired on or after January 1, 2009), upon their date of hire, shall be eligible for a Defined Contribution Retirement Plan.

The Defined Contribution Plan has distinct differences from the Defined Benefit Retirement Plan: there is no guarantee of a specific benefit, only what the Nurse decides to withdraw upon termination from employment; the Nurse chooses how to direct his or her investment. The Nurse should fund this plan with the goal to cover both pension and retiree healthcare needs. The benefit is portable.

The Nurse may contribute up to the IRS maximum elective deferral (contribution) limit of total wages through payroll deduction each pay period. Wages is defined as W-2 compensation less fringe benefits, bonuses, overtime, off schedule payments and longevity, etc.

The County will match the Nurse contribution dollar for dollar up to a maximum of 8% of total wages.

A. The minimum employee contribution rate is one (1) percent.

B. A full time employee shall be entitled to select one of the following contribution options to be matched by the County:

Employee Contribution	County Contribution
1.0%	1.0%
2.0%	2.0%
3.0%	3.0%
4.0%	4.0%
5.0%	5.0%
6.0%	6.0%
7.0%	7.0%
8.0%	8.0%

C. An employee is not required to withdraw his or her contributions upon termination of employment.

Retirement age: Age 65 or the age at which Participants have the right to retire and receive, under the basic defined benefit pension plan of the employer, immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age.

ARTICLE 30
USE OF FACILITIES

30.1: The Association may use available rooms at the Department for Association meetings, with the prior consent of the Department head.

30.2 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 31
SERVICE RECOGNITION

31.1: The County shall recognize years of continuous service of full time nurses hired before January 1, 1995 by providing the following maximum payment:

Years of Service	Full Time Employees Maximum Payment
10 - 14	$1000
15 - 19	$1500
20 - 24	$2000
25+	$2500

31.2: Full time employee nurses who satisfy the minimal requirement each year shall be paid a single lump sum the first full pay period following their date of hire.

31.3: Employee nurses with ten (10) or more years of service shall be entitled to a prorated lump sum payment in the event of retirement or death in service.

ARTICLE 32
SAFETY AND HEALTH

32.1: The County recognizes the predominant importance of accident prevention, occupational health, and the elimination of hazards to health and safety at the Health Department and agrees to promote safe work habits and methods, identify and correct hazards, establish and enforce safety rules through a Joint Association and Management Safety Committee and promote safety consciousness for all employees.

32.2: The Employer or the Association shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

32.3: In the event the safety recommendation is not implemented, or the Association is apprised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during the employee's regularly scheduled hours of work.

32.4: Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rests with the Employer and employees.

32.5: The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 33
EMPLOYEE RECORDS REVIEW

33.1: In accordance with all applicable statutes an employee shall have the right to review the content of their employee record file maintained at the County Human Resources Office. The Employer shall provide a location away from public view and during normal working hours.

ARTICLE 34
EMPLOYEE LIABILITY

34.1: The County shall indemnify each employee against claims of liability which may arise from the course of their employment.

ARTICLE 35
CLOSURE OR PARTIAL CLOSURE OF FACILITIES

35.1: In the event of severe weather or other conditions that could affect safety, health or access to facilities, the Chairperson of the Board of Commissioners or designee will have the final authority to make the decision to close offices and authorize the pay of those employees who are sent home from or advised not to report to work. Employees designated as essential by the Department Head and required to report to work shall receive compensatory time ~~or~~ and straight time for the work performed. Employees not designated as essential who report to work shall not receive extra pay. Employees on a scheduled day off with or without pay are not entitled to any additional pay or compensation other than that agreed upon when the request for the day off was approved.

35.2: In the event that employees are sent home from work or are advised not to report to work for reason other than discipline, the employee shall receive their full day's pay. Full time employees will be paid their full day's pay. Part time employees will be paid only if normally scheduled to work that day and only for those hours which the employee would normally work. In order to be eligible, employees must work their scheduled day before and their scheduled day after such closing or have been previously authorized the day off.

35.3: In as much as the County provides services around the clock, special notice will be provided to department heads and/or supervisors with employees scheduled to work at times other than traditional office hours. It is the responsibility of the department head and/or supervisor to notify their affected employees.

35.4: Based on the nature of the event, a decision may be made by the County Administrator, Department Head or other authorized County administrator to close specific buildings or parts of buildings. In the event of a partial closure, or if the department operates at more than one location, the following conditions shall apply.

a. Only the employees at the affected location are subject to the policy on leaving work early or not reporting to work.

b. The department head, supervisor or other authorized administrator shall have authority to reassign the employees at an affected location to work at an unaffected location for the completion of their work day. Such reassignment shall not require advance notice. This location may or may not be the location where the employee is normally scheduled to work. In this event, the employee is entitled to overtime pay only for those hours outside his or her regularly scheduled hours of work. Further, the employee will be paid for their hours worked, the time to travel to the new work location and mileage to travel to the new location. If an employee is given the option to and elects not to move to an alternate location, the employee will not be paid their normal pay for the balance of the day. An employee who elects to take off the balance of the day may use vacation time to be compensated for the balance of the day.

c. It is the obligation of the department head, supervisor or other authorized administrator to notify employees at affected locations about where and/or when to report or not to report to work.

ARTICLE 36
WAGES

TITLE	JOB GROUP	WAGE RANGE
Public Health Nurse Coordinator	II	GG
Nurse Practitioner-Masters*	II	L
PHN	II	G
*Hired on or after January 1, 2018		

2020 County Wage Structure										
			STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	Wage Range
Group II: Professional/Technical			Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	
	G		45,170	46,977	48,856	50,810	52,843	54,956	57,155	59,442	G
	GG		46,977	48,856	50,810	52,843	54,956	57,155	59,442	61,818	GG
	L		66,862	69,537	72,319	75,212	78,221	81,349	84,603	87,986	L

Hired on or before December 31, 2018

2.0%-Effective January 1, 2020	Start	1 Year	2 Year	3 Year	4 Year	5 Year
Nurse Practitioner-Masters Degree	$ 36.61	$ 38.07	$ 41.15	$ 42.78	$ 44.49	$ 46.26

ARTICLE 37
TERM OF AGREEMENT

38.1: This Agreement shall be in effect and become operative on January 1, 2020 and shall continue in operation and effect through December 31, 2020. The parties mutually agree to endeavor to begin negotiations not later than 90 days prior to the expiration of this Agreement.

38.2: Should any law now existing or hereafter enacted, or any proclamation, regulation or edict of any state or national agency invalidates any portion of this Agreement, the entire Agreement shall not be invalidated. Should any portion, by such circumstance as provided above, become invalid, either party may request and the parties shall meet to negotiate the invalidated portion.

In witness whereof, the parties hereto have executed this 16 day of January 2020.

MICHIGAN NURSES ASSOCIATION

Cynthia VanLeuvant RN

Rebecca Campau, RN, IBCLC

1/27/2020

Date: 01-17-2020

THE COUNTY OF ST. CLAIR, MI

Date: 1-16-2020