

AGREEMENT

BETWEEN

MUSKEGON COUNTY BOARD OF
COMMISSIONERS

AND

MICHIGAN NURSES ASSOCIATION

October 1, 2018, THROUGH SEPTEMBER 30, 2023

TABLE OF CONTENTS

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Acceptance of Gifts	33.4	35
Additional Costs	28.8	31
AGREEMENT		1
ANNUAL LEAVE		13
Annual Leave Accumulation	10.1	13
APPENDIX A		38
Arbitration Procedure	22.4	26
ASSOCIATION REPRESENTATION		4
Benefit Anniversary Date	7.4	7
BENEFITS FOR PART-TIME EMPLOYEES		32
Benefits for Part-Time Employees	29.1	32
BEREAVEMENT LEAVE		16
Bulletin Board	33.3	34
Bumping Procedures	20.3	24
Collective Bargaining Unit	2.1	1
Conformance to Law	33.9	36
COST OF LIVING BONUS		39
COURT APPEARANCE LEAVE DURING NON-SCHEDULED WORKING TIME		17
COURT APPEARANCE LEAVE DURING SCHEDULED WORKING TIME		17
Coverage Limitation	28.5	30
Definition of Bereavement Leave	11.1	16
Definition of Court Appearance Leave During Scheduled Working Time	12.1	17
Definition of Court Appearance Leave During Non-Scheduled Working Time	13.1	17
Definition of Employee Status	2.2	1
Definition of Grievance and Arbitration	22.1	24
Definition of Jury Duty Leave	14.1	18
Definition of Leave of Absence Without Pay	18.1	20
Definition of Seniority and Probationary Status	7.1	6
Definition of Sick Leave	9.1	7

TABLE OF CONTENTS CONTINUED

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Dental Coverage	28.3	30
Designated Holidays	16.3	19
Disciplinary Actions	23.2	26
Donated Leave Policy	9.9	12
DURATION		36
Duration	34.1	36
EDUCATIONAL COURSES		33
Effect of Bereavement Leave on Annual Leave	10.6	15
Effect of Bereavement Leave on Sick Leave	9.8	12
Effect of Bereavement on Sick Leave and Annual Leave Accumulations	11.4	17
Effect of Court Appearance Leave on Annual and Sick Leave	12.3	17
Effect of Jury Duty Leave on Annual and Sick Leave	14.3	18
Effect of Holidays on Sick and Annual Leave	16.4	19
Effect of Leaves Without Pay	18.2	21
Effect of Leaves of Absence Without Pay on Annual Leave	10.8	15
Effect of Leaves of Absence Without Pay on Sick Leave	9.7	12
Effect of Paid Legal Holidays on Annual Leave	10.7	15
Effect of Sick Leave on Annual Leave	10.5	15
Effect of Sick Leave on Annual and Sick Leave	9.6	12
Eligibility of Bereavement Leave Use	11.2	16
Eligibility of Court Appearance Leave	12.2	17
Eligibility of Jury Duty Leave	14.2	18
EMPLOYEE SAFETY		33
Employer Support	30.3	33
FAMILY MEDICAL LEAVE ACT		22
Family Medical Leave Act	19.1	22
FILLING OF VACANCIES		27
Filling of Vacancies	24.1	27
General Medical Plan Provisions	28.1	28

TABLE OF CONTENTS CONTINUED

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
GRIEVANCE AND ARBITRATION PROCEDURES		24
Grievance Committee	5.2	4
Grievance Procedure	22.3	25
HOLIDAYS		19
Holiday Occurring on Payday	16.2	19
Holiday Pay	16.6	19
HOURS OF WORK AND OVERTIME		8
Inclement Weather	8.5	9
Indemnification	2.4	3
INSURANCES		28
JURY DUTY LEAVE		18
LAYOFF		23
LEAVES OF ABSENCE WITHOUT PAY		20
Letter of Application	32.2	33
Life Coverage	28.4	30
Limitations	30.4	33
LONGEVITY PAY		28
Longevity Pay	26.1	28
MAINTENANCE OF DISCIPLINE		26
MANAGEMENT'S RIGHTS		3
Management's Rights	3.1	3
Medical Coverage	28.2	29
MERIT INCREASES		28
Merit Increases	27.1	28
Method of Payment for Court Appearance Leave During Non-Scheduled Working Time	13.2	18
Mileage	33.7	35
Military Funerals	11.5	17
MILITARY LEAVE		20
Military Leave	17.1	20
Minimum Call-In	8.4	9
MISCELLANEOUS		34

TABLE OF CONTENTS CONTINUED

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Negotiating Committee	5.3	5
NO STRIKE		4
No Strike	4.1	4
Non-Discrimination	33.1	34
Non-Routine Duties	30.2	32
Normal Hours of Work	8.1	8
Notice of Layoff	20.1	23
Notice of Special Conferences	6.1	5
Notification of Recall	21.2	24
Nurses' Staff Council	5.1	4
OSHA/MIOSHA Guidelines	31.1	33
Order of Layoff	20.2	23
Order of Recall	21.1	24
Overtime Assignment and Equalization	8.2	8
Payment for Unused Accumulated Sick Leave	9.5	11
Payroll Deduction for Association Dues	2.3	2
PERSONAL DAY		18
Personal Day	15.1	18
Personal Safety Awareness	31.2	33
Power of Arbitrator	22.5	26
Premium Pay for Overtime Work	8.3	9
Pro Rata Holiday Pay for Part-time Employees	16.5	19
Professional Meetings	33.8	35
PURPOSE		1
Purpose	1.1	1
RECALL		24
RECOGNITION		1
Recognized Holidays	16.1	19
Reimbursement	32.3	34
Reimbursement Limitation	32.4	34
Request for Educational Course	32.1	33
Retirees Coverage	28.6	30

TABLE OF CONTENTS CONTINUED

<u>TITLE</u>	<u>SECTION</u>	<u>PAGE</u>
Retirement	33.5	35
Return from Leave Without Pay	18.4	22
ROLE OF THE NURSE		32
Role of the Nurse	30.1	32
SALARIES		27
Salaries	25.1	27
Scheduling of Special Conference	6.2	5
Section 125 Plan	33.6	35
SENIORITY		6
Seniority List	7.3	7
SICK LEAVE		9
Sick Leave Benefits	9.2	10
Sick Leave Use Limitations	9.3	10
SPECIAL CONFERENCES		5
Special Conference Meetings	6.3	5
Supplemental Employment	33.2	34
Termination	10.4	15
Termination of Seniority	7.2	6
Time Limits for Filing Grievances	22.2	24
Types of Leave Without Pay	18.3	21
Union Work	30.5	33
Use of Bereavement Leave	11.3	16
Use of Sick Leave	9.4	11
Vacation Eligibility	10.3	14
Vacation Scheduling	10.2	14
Validity	33.10	36
Vision Coverage	28.9	32
Waiver	33.11	36
Work Rules	23.1	26
Worker's Compensation	28.7	31

AGREEMENT

THIS AGREEMENT is entered into this 1st day of October, 2018, by and between Muskegon County, hereinafter called the "Employer" or "County" and the Michigan Nurses Association, hereinafter called the "Association," and the Association's affiliate, the Muskegon County Health Department Nurses, hereinafter called the "Nurses Staff Council."

PURPOSE

Section 1.1

Purpose

THIS AGREEMENT, entered into by the parties, has as its purpose, the promotion of harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other specified conditions of employment. The parties encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels.

RECOGNITION

Section 2.1

Collective Bargaining Unit

The County hereby recognizes the Michigan Nurses Association as the exclusive bargaining representative, as defined in Section 11 of Act 379, Public Acts of 1965 of the State of Michigan, for all employees employed by the County in the following described unit for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees employed in the Muskegon County Health Department in the classification(s) of Public Health Nurse and Public Health Nurse Unit Leader but excluding all managerial, supervisory and confidential employees and all other employees.

Section 2.2

Definition of Employee Status

The following definitions apply to this

Agreement:

- A. Employee - A person legally appointed and occupying a position in County service within the bargaining unit.
- B. Full-time Employee - A represented employee appointed to a position which requires the services of an employee forty (40) hours per week for a continuous period exceeding

(90) calendar days.

- C. Part-time Employee - A represented employee appointed to a position which requires the services of an employee for twenty-four (24) hours per week for a continuous period exceeding ninety (90) calendar days.
- D. Permanent Employee - A represented employee appointed to a position which will require the services of an employee, either part-time or full-time, for a continuous period exceeding ninety (90) calendar days.
- E. Temporary Employee - A non-represented employee appointed as a new hire to a position which will require the services of an employee, either part-time or full-time, for a continuous period not exceeding ninety (90) calendar days.
- F. Hourly Employees - A non-represented employee appointed to a position which will require the services of an incumbent for less than twenty-four (24) hours per week, regardless of the number of days worked.
- G. Position - A group of currently assigned duties and responsibilities requiring the employment of one (1) person. A position may be occupied or vacant at any given time.

Section 2.3 Payroll Deduction for Association Dues

The parties recognize that union membership and service fees as a term and condition of employment are not permitted under the law as of the execution of this agreement. The Employer agrees that membership in MNA is a matter between the employee and MNA and shall remain neutral in regards to an employee's choice to become and/or remain a member. The Employer shall not in any way, discourage or encourage membership.

The Employer agrees to continue to deduct Union dues from bargaining unit members who are members of MNA and having dues deducted prior to the execution of this agreement. For all other bargaining unit employees, the Employer agrees, upon receipt of an executed membership application, to deduct Union dues from their pay. Once started, the Employer will only stop deduction of dues upon receiving notice from MNA to do so in accordance with their practices and the law.

During the term of this Agreement and to the extent permitted by the law of the applicable jurisdiction, the County agrees to deduct, on a monthly basis, Association membership dues and assessments uniformly levied in accordance with the Constitution and Bylaws of the Association from the pay of each employee who signs an Association Membership Application.

The Association shall supply the employees with a Membership Application and will submit them to the payroll office of the

County. Deductions shall be made only under the written Membership Application which has been properly executed and is in effect.

Association membership dues shall not be deducted when an employee's net earnings are not sufficient to cover the amount required. Association dues and assessments shall be remitted directly to the Association by an employee for any monthly period that the employee's net earnings are insufficient to cover the amounts required.

The County shall forward to the Membership Department of the Association, within ten (10) days following deduction, a sum equal to the total deductions for the Association membership dues. All dues so deducted will be forwarded to Michigan Nurses Association at 2310 Jolly Oak Road, Okemos, Michigan 48864.

The Association shall notify the County, in writing, of the proper amount of Association membership dues and any subsequent changes in such amounts.

In cases where a deduction is made which duplicates a payment already made to the Association by an employee, or where a deduction is not in conformity with the provisions of the Association Constitution and Bylaws, refunds to the employee will be made by the Association.

Section 2.4 Indemnification

The Association agrees to indemnify and hold the County, its officers, agents and employees harmless from and against any and all claims, demands, suits, or other forms of liability arising under or pursuant to the provisions of this Article.

MANAGEMENT'S RIGHTS

Section 3.1 Management's Rights

Except as otherwise provided, the Employer retains the sole and exclusive right to manage and operate the Health Department in all its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and activities to be operated and their location; to direct and control operations; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment; and in all respects to carry out the ordinary and customary function of management; provided, however, that these rights shall not be exercised in violation of any provisions of the Agreement.

Except as otherwise provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish skills; to determine reasonable workloads; to establish and change work

schedules; to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any provisions of this Agreement.

The Employer reserves the right to publish and enforce from time to time work rules, policies, procedures and regulations. The Union agrees that the presently established rules, regulations, policies and procedures shall remain in effect.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer, without limitation, implied or otherwise, all matters not limited by this Agreement.

NO STRIKE

Section 4.1

No Strike

The parties mutually recognize that the services performed by the employees covered by this Agreement are essential to public health, safety, and welfare. Therefore, the Association agrees that neither it nor its officers, representatives, members, or the employees it represents shall, for any reason whatsoever, call, sanction, counsel, encourage, or engage in any strike, walk-out, sympathy strike, picketing of the Health Department's buildings, offices, or premises, slowdown, sit-in, or stay-away; nor shall there be any concerted failure by them to report for duty; nor shall they absent themselves from work, abstain, in whole or in part, from the full, faithful, and proper performance of their duties, or any other acts that interfere in any manner or to any degree with the services of the Health Department. No employee covered by this Agreement shall refuse to cross any picket line, whether established at the Health Department's buildings or premises or any other location where employees covered by this Agreement are expected to work. Any employee who violates the above provisions shall be subject to discipline up to and including discharge.

ASSOCIATION REPRESENTATION

Section 5.1

Nurses' Staff Council

The Nurses Staff Council is the established and recognized local functioning unit of the Michigan Nurses Association at the Muskegon County Health Department. On behalf of the employees who are registered nurses within the bargaining unit covered by this Agreement, the responsibility of the Staff Council is the administration of this Agreement, in accordance with its proper functions as may be established in this Agreement.

Section 5.2

Grievance Committee

The Association shall be represented in grievances by members of the Grievance Committee. The Committee shall be composed of two (2) members of the County Health Department Nurses ' Staff

Council and shall be chosen by the nurses. The Nurses' Staff Council shall keep the County informed in writing of the names of members of this Committee. The Grievance Committee shall not lose time or pay for authorized time spent in grievance meetings during regular working hours.

Section 5.3 Negotiating Committee

The Association shall be represented in negotiations and special conferences by members of the Negotiation Committee. The Committee shall be composed of two (2) members of the County Health Department Nurses' Staff Council and shall be chosen by the nurses. The Nurses' Staff Council shall keep the County informed in writing of the names of members of this Committee. The Negotiation Committee shall not lose time or pay for authorized time spent in negotiation or special conference meetings during regular working hours.

SPECIAL CONFERENCES

Section 6.1 Notice of Special Conferences

Special conferences for important matters may be arranged by mutual consent of the parties.

Arrangements for such special conferences shall be made reasonably in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. The agenda may be amended at the special conference with mutual consent between the Association and the Employer.

Section 6.2 Scheduling of Special Conferences

Special conferences shall occur within fourteen (14) calendar days of the mutual consent. The time limit may be extended by mutual agreement of the parties when there is a schedule conflict.

Section 6.3 Special Conference Meetings

Special conference meetings shall be attended by two (2) representatives of the Staff Council and the Association representative and two (2) representatives of the Employer. Additional persons may attend with mutual agreement of the parties.

Matters taken up in special conferences shall be confined to those included in the agenda.

The members of the Association shall not lose time or pay for time spent in such special conferences, if held during normal working hours.

An informational summary of the Special Conference will be prepared by those in attendance and posted in the Health Department.

SENIORITY

Section 7.1 Definition of Seniority and Probationary Status

Bargaining unit seniority shall be defined as the total number of regular hours paid with the County commencing from the employee's most recent date of hire. Two thousand eighty (2080) hours equals one year of service for purposes of seniority. New employees hired in the unit shall be considered as probationary employees for the first six (6) months of employment. When an employee completes the probationary period, she/he shall be entered on the seniority list of the unit. The employer has the right to discharge a probationary employee without just cause. The probationary period may be extended an additional six (6) months for any probationary employee by mutual agreement of the Employer and the Association. The Association shall represent probationary employees only for the purpose of collective bargaining in respect to wages and hours of employment. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order of surnames.

Section 7.2 Termination of Seniority

Seniority shall be defined as above, but an employee shall cease to have seniority and is no longer employed if:

- A. She/he quits.
- B. She/he is discharged for cause and is not reinstated through the Grievance/Arbitration process.
- C. She/he is absent from work for a period of three (3) consecutive work days without notification.
- D. If she/he fails to give two (2) weeks notification of her/his intent to return to work earlier than the scheduled expiration of a leave of absence , or if she/he does not immediately return to work and does not request and receive a written extension of said leave of absence. The above shall not be interpreted to allow a grace period of three (3) days after leave of absence.
- E. She/he gives a false reason for a leave of absence.
- F. She/he fails to return after being recalled from lay-off within the time limits allowed.
- G. An employee is laid off for a continuous period of one (1) year or the length of her/his seniority, whichever is less.
- H. She/he retires under the County retirement system.
- I. If he/she fails to return at the expiration of a leave of absence, which shall not exceed six (6) calendar months.

Employees promoted or transferred from the bargaining unit shall not retain seniority within the bargaining unit.

Section 7.3

Seniority List

The Health Department will maintain a seniority list including name and total regular hours paid. This list will be updated semi-annually and be provided to the Staff Council Chairperson within two (2) weeks of a written request.

Section 7.4

Benefit Anniversary Date

This section shall be used to determine eligibility for retirement and other fringe benefits.

A. For Retirement Benefits

1. An employee shall be eligible to earn credit for retirement benefits effective with their date of hire provided that they are in a position scheduled to work at least ten (10) six-hour days per month.
2. An employee shall be eligible to receive retirement benefits when she/he has reached age sixty (60) and has completed at least ten (10) years of service with the County of Muskegon, subject to the rules of the Municipal Employees Retirement System (MERS).
 - a) Length of service shall be computed on the basis of the amount of time the employee has been actually paid by the County payroll or on Worker's Disability Compensation.
 - b) Retirement credit for service with other governmental agencies may be granted subject to the rules of MERS and the approval of the Board of Commissioners.

B. For All Fringe Benefits Based On A Length Of Service

1. This subsection applies to all benefits other than retirement as outlined in A above, for which eligibility is based on length of County service.
2. Length of service shall be determined by the employee's "Benefit Anniversary Date" which is computed on the basis of the amount of time paid to the employee on the County payroll commencing at the employee's date of hire into eligible services unless covered under the following exceptions:
 - a) Time spent on military leave from Muskegon County shall be included.

- b) Service recognized by the County when it absorbs employees from another level of government by taking over an established operation of that government shall be included.
- c) Service recognized by the County when it absorbs employees who have been under direct County supervision, but carried on the payroll of another governmental organization for the County's convenience, shall be included.
- d) Service on the County payroll in a non-eligible employment which meets the following criteria shall be included:
 - i) The service shall be immediately preceding eligible County employment.
 - ii) The transition from non-eligible to eligible employment must have been made without a break in service.
 - iii) Official County records must show that the non-eligible service was full-time in nature.

HOURS OF WORK AND OVERTIME

Section 8.1

Normal Hours of Work

The normal work week shall consist of a five (5) day, forty (40) hour week. The normal work day shall consist of eight (8) hours beginning at 8:00 a.m. and ending at 5:00 p.m. with one (1) hour unpaid lunch, except where deviation from the above schedule is necessary in order to maintain an efficient operation. The Health Director shall schedule the working hours for all employees in a manner to most efficiently cover the needs of the department. Whenever it becomes necessary to change the starting and ending hours of daily work for any employee, the employee shall still be required to complete a forty (40) hour work week.

Section 8.2

Overtime Assignment and Equalization

The Health Director may assign overtime to meet operational needs. Prior approval of overtime hours is required from the supervisor or Health Director. Hourly, part-time and temporary employees as defined in Section 2.2 shall be used to avoid the assignment of overtime to full-time employees whenever possible. Employees desiring to work overtime assignments shall sign up for overtime and be placed on an overtime equalization list. When overtime is assigned, it will be assigned to and worked by the person on the list with the least number of overtime hours who meets the assignment

qualifications. If all hours are equal, the most senior employee who meets the assignment qualifications shall be entitled to work. The equalization list shall be renewed each six (6) months.

If no employees sign up for overtime, a rotation list shall be maintained by the Health Department. Employees shall be placed on the list in order of seniority. The least senior person on the list who meets the assignment qualifications shall receive and be required to work the overtime assignment. Having worked the assignment, the first employee would be moved to the bottom of the list.

Nothing in this provision shall be construed to prohibit the Employer from assigning overtime to any employee in an emergency situation, or continuing an employee on a work assignment when the work must be completed after normal working hours.

Section 8.3 Premium Pay for Overtime Work

Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's normal base hourly rate for full-time employees for all hours worked in excess of forty (40) hours per week. Part-time employees as defined in Section 2.2, working hours in excess of that required of full-time employees shall also be eligible for overtime payment. Overtime shall also be paid for all hours employees work on the weekend. Annual leave and paid holidays shall be counted as time worked when determining eligibility for overtime payment.

Section 8.4 Minimum Call-In

Employees eligible for overtime payment who are called in to work on a regularly scheduled day off or who are called back to work after having left work from their regular shift, shall receive a minimum of two (2) hours overtime pay regardless of the number of hours worked. Employees required to work in excess of the minimum call-in time shall be paid for time worked at the appropriate rates. This section shall not apply where an employee is required to begin her/his shift early.

Section 8.5 Inclement Weather

Building closure shall be in accordance with the Building Closure Procedure.

SICK LEAVE

Section 9.1 Definition of Sick Leave

Sick leave is an absence from work for purposes of illness or injury for which the employee who has completed the six (6) continuous months of County Service is paid just as if she/he were at work, subject to the employee's sick leave accumulations and other provisions of this Section.

Section 9.2

Sick Leave Benefits

Eligible employees shall accumulate Sick Leave as follows:

Years of Service	Days Sick Leave Earned		Maximum Sick Leave Accumulation
	Pay Per Period	In 12 Months	
0-10	.4615	12	Unlimited
10	.6923	18	Unlimited

Eligible employees whose appointments are for more than ninety days (90) but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

For employees hired on or after the execution date of the contract, August 21, 2007, employees shall accumulate sick leave at the rate of ten (10) sick leave days per year. Sick leave time will be accumulated by two (2) week pay periods based on the number of hours paid not to exceed eighty (80) hours per pay period or .385 sick leave days per pay period. Each employee shall be allowed to accumulate up to one hundred and eighty (180) days of sick leave. Eligible employees whose appointments are for more than ninety (90) days but less than full-time shall earn and accumulate Sick Leave for each straight-time hour they work.

Section 9.3

Sick Leave Use Limitations

Sick Leave accumulations may be used only with the permission of the Health Director. This provision shall apply to all other sections of this plan.

The Health Director shall be responsible for reviewing employee requests for Sick Leave and determining their validity. She/he shall refuse to allow use of Sick Leave when, in her/his judgment, there is insufficient evidence to support the employee's claim, or where she/he believes that the employee has not exercised reasonable effort to promptly notify the Department of her/his absence. The Department Head may require an employee to submit a physician's statement in order to justify the use of Sick Leave.

Employees should whenever possible, notify their supervisor that they will be unable to work before their normal work day begins, in any case, not later than one-half hour after the working day begins.

Sick Leave shall not normally be granted for a period of more than three (3) successive work days unless the employee submits a statement from her/his physician to the Health Director, that the Sick Leave is necessary.

Sick Leave may not be used before it is earned, nor before an employee has six (6) continuous months of County service.

Sick Leave shall not normally be granted for employees who have more than seven (7) occurrences in the previous rolling calendar year unless the employee submits a statement from his/her physician to the Health Director, that the Sick Leave is necessary.

Section 9.4 Use of Sick Leave

Sick Leave may be used for the following purposes:

- A. Personal illness or incapacity over which the employee has no reasonable control.
- B. Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- C. Medical and dental examinations or treatment.
- D. The care of the employee's ill minor dependent children, spouse, parent, or for any other dependent for whom the employee is a legal guardian. Such usage should not exceed two (2) days for any one illness.
- E. To supplement Workmen's Compensation payments or disability policies if allowed in the plan document provisions.

Section 9.5 Payment for Unused Accumulated Sick Leave

Payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees ' Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, not to exceed one hundred eighty (180) days . Payment shall be based on the rate the employee is earning at the time of separation.

For employees hired on or after the execution date of the contract, August 21, 2007, payment when separating from County employment for reasons of death or to become a retirant member of the Michigan Municipal Employees 'Retirement System: An employee separating from County employment for these reasons shall receive three-quarters (3/4) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout - sixty-seven and one-half (67) days]. Payment shall be based on the rate the employee is earning at the time of separation.

Payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave, not to exceed one hundred eighty (180) days. Payment shall be based on the rate the employee is earning at the time of separation.

For employees hired on or after the execution date of the contract, August 21, 2007, payment when separating from the County for reasons other than Retirement or Death; after completion of at least one (1) year of continuous County employment: Any employee separating for these reasons shall receive one-half (1/2) pay for all unused accumulated Sick Leave, up to ninety (90) days [maximum payout - forty-five (45) days]. Payment shall be based on the rate the employee is earning at the time of separation.

Section 9.6 Effect of Sick Leave on Annual and Sick Leave

Employees on Sick Leave with pay shall continue to accumulate Annual Leave and Sick Leave just as if they were on the job.

If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee, and if such Sick Leave is documented by a physician's written statement, to the Department Head's satisfaction, such time may be deducted from the employee's Sick Leave accumulation, instead of from his Annual Leave accumulation.

Legal Holidays which are counted as days off with pay by the County shall not be deducted from an employee's Sick Leave accumulation when they fall during a period of Sick Leave usage.

Section 9.7 Effect of Leaves of Absence Without Pay on Sick Leave

Employees shall not accumulate or use Sick Leave while on Leaves of Absence Without Pay.

Section 9.8 Effect of Bereavement Leave on Sick Leave

Employees who are given permission to use Bereavement Leave during a period of approved Sick Leave usage shall not have the time spent on Bereavement Leave deducted from their Sick Leave accumulation.

Section 9.9 Donated Leave Policy

Donated Leave Policy approved by the Muskegon County Board of Commissioners.

ANNUAL LEAVE

Section 10.1

Annual Leave Accumulation

Leave shall be earned and accumulated per pay period according to the following chart:

Years of Service	Annual Accumulation	Days Per Pay	Maximum Accumulation
1 - 5	13 days**	.500	26
6 - 10	16 days	.615	32
11 - 15	19 days	.731	38
16	20 days	.769	40
17	21 days	.808	42
18	22 days	.846	44
19	23 days	.885	46
20	24 days	.923	48

*The maximum accumulation is based on two (2) years' worth of Annual Leave earnings.

**For the purpose of this schedule a day is defined as eight (8) hours pay at the employee's regular base rate.

All accumulated vacation time shall be paid based on the maximum set; however, the balance will be allowed to accrue beyond the maximum for accrual purposes only.

For employees hired on or after the execution date of the contract, August 21, 2007, Annual Leave shall be earned and accumulated per pay period according to the following chart:

Years of Service	Annual Accumulation**	Days Per Pay	Maximum Accumulation*
1 - 5	13 days**	.500	13
6 -10	16 days	.615	16
11 - 15	19 days	.731	19
16	20 days	.769	20
17	21 days	.808	21
18	22 days	.846	22
19	23 days	.885	23
20	24 days	.923	24

*The maximum accumulation is based on one (1) year worth of Annual Leave earnings.

**For the purpose of this schedule, a day is defined as eight (8) hours pay at the employee's regular base rate.

All accumulated vacation time shall be paid based on the maximum set; however, the balance will be allowed to accrue beyond the maximum for accrual purposes only

Section 10.2

Vacation Scheduling

Employees may elect to take either a split or complete vacation period. Vacations are subject to departmental personnel complement required to effectively staff a department. On December 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of February through May. On April 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of June through September. On August 1, the department will post a notice on which each employee will indicate when she/he desires to take her/his vacation for the months of October through January. The notice will be removed on the 15th of each posting month (December, April, and August) and scheduled by the end of the posting month. Employees will be able to take their vacations accordingly subject to the other provisions of this Section. Should two (2) or more employees in the same unit, with similar duties, select the same vacation period, the desire of the employee with the higher seniority shall be given preference. The request of the second employee will be considered based on the circumstances of the department. Vacation requests received at times other than the normal posting periods will be considered on a first come, first served basis. In all cases approval of the Department Head is necessary. Vacation requests will be approved or denied by the Department Head within a reasonable time frame, not to exceed 30 days, following the request based on the circumstances of the department. Of necessity, the welfare and convenience of the Employer and the continuation of the services of the Health Department must be the foremost consideration in allowing Annual Leave.

Section 10.3

Vacation Eligibility

No employee shall be entitled to any vacation or pay therefore, until she/he has been on the payroll for a continuous period of at least six (6) months. Vacation days shall be earned during the first six (6) months of employment in the manner provided in Section A above. Vacation will be granted if the employee will accrue enough time before the first day of the vacation. If an employee does not have enough time accrued prior to the first day of the vacation the employer may remove days of vacation. Removed vacation days will be either at the front or back end of vacation period. The employer may authorize the days off as unpaid days in the event that the shortage of vacation time is due to unforeseen or unusual circumstances.

In accordance with Internal Revenue Service private letter ruling number 200450010, release date 12/10/04, each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make a one-time, irrevocable election to voluntarily elect to have up to forty (40) hours of vacation time deducted from

his/her subsequent year vacation leave accruals and receive the equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of forty (40) hours of unused vacation leave, then (1) any hours above forty (40) that the employee has banked will be deemed to be used first, and (2) of the forty (40) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

Section 10.4 Termination

Any employee who terminates County employment shall be paid for her/his accumulated vacation days at the rate of pay currently being received by said employees, providing two (2) weeks' notice of separation has been given and worked out.

Section 10.5 Effect of Sick Leave on Annual Leave

Employees on Sick Leave (with pay) shall continue to accumulate Annual Leave just as if they were on the job.

If an employee has reason to use Sick Leave during a period of Annual Leave usage, and if such Sick Leave is used to cover an illness of the employee and if such Sick Leave is documented by a physician's written statement to the Department Head's satisfaction, such time may be deducted from the employee's Sick Leave accumulation instead of from her/his Annual Leave accumulation.

Section 10.6 Effect of Bereavement Leave on Annual Leave

If an employee has reason to use Bereavement Leave during a period of Annual Leave usage, and such Bereavement Leave is documented to the Department Head's satisfaction, such time may be considered as Bereavement Leave instead of deducted from the employee's Annual Leave accumulation .

Section 10.7 Effect of Paid Legal Holidays on Annual Leave

Legal Holidays, which are counted as days off with pay by the County, shall not be deducted from an employee's Annual Leave accumulation when they fall during a period of Annual Leave usage.

Section 10.8 Effect of Leaves of Absence Without Pay on Annual Leave

Employees shall not accumulate Annual Leave while on Leaves of Absences Without Pay.

BEREAVEMENT LEAVE

Section 11.1 Definition of Bereavement Leave

Bereavement Leave is an absence from work, for not more than three working days, for which the employee is paid just as if she/he were at work, because the reason for the absence is the death of a member of her/his immediate family or household as described by the following provisions of this plan. The deceased must bear one of the following relationships to the employee. (Whether the relationship is natural, adoptive, step or foster in nature.)

Spouse	Spouse's Grandparent
Child	Brother-in-law Sister-in-law
Parent	Son-in-law
Guardian	Daughter-in-law
Grandparent	Member of the employee's household
Brother	which is the deceased's residence at
Sister	the time of death
Grandchild	Spouse's Parent

Section 11.2 Eligibility for Bereavement Leave Use

To be eligible for bereavement leave, employees must have completed their probationary period.

Section 11.3 Use of Bereavement Leave

1. Bereavement Leave may be used only with the permission of the Health Director. Bereavement leave may not be unreasonably denied.
2. Permission to use Bereavement Leave must be secured before the Bereavement Leave is paid.
3. The length of Bereavement Leave shall be at the discretion of the Health Director, but will be consistent for all employees in like situations. The factors to be considered for the length of leave will depend on the relationship of the employee to the deceased and the geographical location of the funeral. Funeral locations in excess of 200 miles from the employees home will be accommodated with an additional two (2) days for travel.
4. Bereavement leave may be used for either or both the incidence of death of a qualifying relative and the funeral itself. The Health Director may authorize additional unpaid days off if the situation warrants.

Section 11.4 Effect of Bereavement Leave on Sick Leave and Annual Leave Accumulations

Time taken off with pay as Bereavement Leave shall not be deducted from either the employee's Annual Leave accumulation or Sick Leave accumulation.

Section 11.5 Military Funerals

One day with pay may be granted to attend a military funeral in which the employee is an official participant.

COURT APPEARANCE LEAVE DURING SCHEDULED WORKING TIME

Section 12.1 Definition of Court Appearance Leave During Scheduled Working Time

Court appearance leave is an absence from work during scheduled working time, for which the employee is paid, as if she/he were at work, if the absence is caused by the employee being subpoenaed as a witness to appear in Court.

Section 12.2 Eligibility of Court Appearance Leave

Only those employees who are subpoenaed or ordered to appear in Court during their regular working hours will be eligible to use Court appearance leave. Employees who appear in Court as volunteer witnesses or who appear on their own behalf will not be eligible to use this type of leave.

Employees requesting the use of Court Appearance Leave must show proof of subpoena and will be required to deposit all witness fees, less mileage payments, with the County Treasurer. To be eligible for such paid leave, employees must have seniority status.

Section 12.3 Effect of Court Appearance Leave on Annual and Sick Leave

Employees on Court appearance leave will continue to accumulate sick leave and annual leave as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations while on approved Court appearance leave.

COURT APPEARANCE LEAVE DURING NON-SCHEDULED WORKING TIME

Section 13.1 Definition of Court Appearance Leave During Non-Scheduled Working Time

This refers to the appearance in Court during non-scheduled working time by County employees whose presence in Court at this time is required because of their County position.

Section 13.2 Method of Payment for Court Appearance Leave
During Non-Scheduled Working Time

The Court appearance must be verified in writing by the Court involved. If the employee is in a classification which is eligible for overtime compensation, such compensation shall be made at the rate of time and one-half (1-1/2) for all time spent in Court, with a guarantee of a minimum of two hours compensation per day.

JURY DUTY LEAVE

Section 14.1 Definition of Jury Duty Leave

Jury duty leave is an absence from work for which the employee is paid, as if she/he were at work, if the absence is caused by the employee being ordered to serve as a juror.

Section 14.2 Eligibility of Jury Duty Leave

Employees requesting the use of jury duty leave must show proof of being drawn for jury duty and will be paid the difference between the amount of wages the employee would have earned during straight time hours for County on each day of jury duty and the daily jury duty fee paid by the courts, exclusive of any travel or expense allowances. Employees excused from jury duty in excess of one hour prior to the end of their shift are expected to return immediately to their County duties.

Section 14.3 Effect of Jury Duty Leave on Annual and Sick Leave

Employees on jury duty leave will continue to accumulate sick leave and annual leave, as if they were at work. No time will be deducted from the employee's sick leave or annual leave accumulations for the time spent on jury duty leave.

PERSONAL DAY

Section 15.1 Personal Day

Effective the first full pay period following October 1st of each year, each eligible employee shall be allowed two (2) days of personal leave, with pay, for each year. The personal leave days are not accruable and must be taken before the start of the next full pay period following October 1st of the next year. Such days may be taken at any time provided the employee requests the day five (5) working days in advance and obtains approval of the supervisor. For unforeseen incidences, not covered under sick days, the employee may request and be approved for Personal Day use without advanced notice with approval of the supervisor. Personal Days may be used in increments of an hour.

HOLIDAYS

Section 16.1 Recognized Holidays

The following days shall be recognized as holidays:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents 'Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Section 16.2 Holiday Occurring on Payday

If a paid holiday occurs on a payday, employees shall receive their paycheck prior to the holiday.

Section 16.3 Designated Holidays

If the holiday falls on Sunday, the following day, Monday, shall be observed. If the holiday falls on Saturday, the preceding Friday shall be observed.

Section 16.4 Effect of Holidays on Sick and Annual Leave

Holidays falling within a period when an employee is on paid sick leave or annual leave, shall be counted as the holiday off and shall not be deducted from the employee's sick leave or annual leave accumulation.

Section 16.5 Pro Rata Holiday Pay for Part-Time Employees

A part-time employee, whether or not she/he is scheduled to work on the day the holiday happens to fall, shall receive holiday pay prorated on the basis of the number of hours she/he normally works in a regular week in comparison to forty (40) hours .

Section 16.6 Holiday Pay

Holiday pay is defined as eight (8) hours at the employee's regular hourly rate. To be eligible for holiday pay, the employee must work her/his last scheduled day before and her/his first scheduled day after the holiday. Those employees who are absent because of a bona fide illness must present a doctor's certificate before pay will be allowed. An employee on an authorized vacation or sick leave shall be eligible for holiday pay only so long as she/he has accumulated sick leave or vacation time. Employees required to work the holiday shall be paid at the rate of time and one-half (1-1/2) for hours worked on the holiday, in addition to the eight (8) hours of Holiday Pay.

MILITARY LEAVE

Section 17.1

Military Leave

The County and the Association agree that employees called into the military service shall be entitled to the benefits accorded to them by applicable laws.

LEAVES OF ABSENCE WITHOUT PAY

Section 18.1

Definition of Leave of Absence Without Pay

A leave of absence without pay is a predetermined amount of time off from work, without pay, which has been approved by the Health Director or designee. All time, for which a full time County employee is to be continued as an employee, but not paid, shall be considered as a leave of absence without pay, whether it be one day or the maximum time allowable under the reason for the leave.

The fact that a Leave is possible under this contract does not mean that the requested Leave must be granted. A Leave of Absence deprives the Health Department of the services of an employee, who it is assumed is needed if the department is to properly do its job. Leaves of Absence Without Pay, except in the case of disciplinary leaves, should be considered as a privilege and the best interests of the department and the County Service must be the determining factors in whether such leaves are granted or not.

In granting an employee a leave of absence without pay, the Department Head makes a commitment to allow the employee to return to work at the end of the leave to the same duties and the same salary that the employee was performing and earning when she/he went on leave. Any substitutes hired to fill in for employees on leaves of absence without pay, should be hired accordingly.

When granted a leave of absence without pay, the employee is committed to return to work at the end of the leave.

During the Leave of Absence, the employer can fill the employee's position through whatever means it deems appropriate, as long as the temporary employee meets the minimum qualifications of a Public Health Nurse. The filling of this position will not be subject to Section 24.1, Filling of Vacancies. Any person utilized to replace an employee placed on a Leave of Absence under this section, shall not accrue seniority and shall not be represented for any purposes by the bargaining unit.

The leave of absence will expire based on the type of leave specified in Section 18.3.

Section 18.2 Effect of Leaves Without Pay

During a leave of absence without pay, the employee:

- A. Does not receive pay from the County.
- B. Does not earn annual leave.
- C. Does not earn sick leave.
- D. Does not get paid for legal holidays occurring during the leave.
- E. Has no time deducted from annual leave or sick leave to cover the time off on the leave of absence without pay.
- F. Remains a member of the Michigan Municipal Employees' Retirement System but cannot withdraw retirement contributions while on leave of absence, only on separation; and cannot pay retirement contributions.
- G. The employee does not earn credit toward longevity or credit toward the rate of annual leave or sick leave accumulation for the period covered by the leave.
- H. Must pay any group hospitalization premiums falling due during any month in which the employee has not worked at least one week. (Such premiums are normally paid by the County for eligible employees.) Employees on such leaves should contact payroll.
- I. Will retain full coverage for up to six months under the Employee's Group Life Insurance Plan. If the employee fails to return to active County employment by the end of the approved leave of absence without pay, the employee's group life insurance coverage is terminated regardless of the six months limitation.

Section 18.3 Types of Leave Without Pay

- A. To cover time off because of personal illness beyond that covered by earned sick leave with pay.
 - 1. To be used when the employee has exhausted her/his accumulations of earned sick leave with pay and earned annual leave.
 - 2. Not to exceed sixty (60) calendar days for any one leave but may be renewed.
 - 3. To be granted only on the written recommendations of the employee's physician.
 - 4. Such leave shall not exceed six (6) consecutive calendar months commencing with the month following the date that earned sick leave with pay and earned annual leave is exhausted.

- B. To cover time off because of a compensable injury beyond that covered by sick leave with pay and annual leave with pay.
- C. To cover time off while running for County Elected Office filled by partisan election. If such a leave is requested, it must be granted, except no more than two leaves may be granted for the purpose of running for elected office in any one calendar year and each leave must not be less than fifteen (15) calendar days nor more than thirty (30) calendar days.
- D. To cover disciplinary leaves (suspension without pay) as covered in Rule 8, Disciplinary Actions.
- E. To cover time off for educational purposes where such educational training is directly related to the employee's present or future duties as a County employee, not to exceed one hundred twenty (120) days.
- F. To cover time off for personal reasons not to exceed sixty (60) days for any one leave, but may be renewed.

Section 18.4 Return from a Leave Without Pay

When an employee returns from a leave of absence without pay, the employee's Department Head must submit a Personnel Action form to the Human Resources Department before the employee can be returned to the payroll.

If an employee fails to return to County employment at the end of a leave of absence without pay, and no extensions of the leave are granted, the employee must submit a resignation from County Service. Failure to contact the Health Director or designee at the end of the leave shall be grounds for labeling the separation a voluntary resignation from County service.

FAMILY MEDICAL LEAVE ACT

Section 19.1 Family Medical Leave Act

- A. The Employer shall abide by the provisions of the Family and Medical Leave Act of 1993, and the subsequent amendments, for eligible employees as defined in the Act.
- B. To the extent that the Act allows either the Employer or the Employee to substitute any accrued paid annual leave, and accrued paid sick leave for any of the leave provisions under the Act, nothing in this Agreement shall be construed to preclude such right of substitution.

- C. To the extent that the leave provisions under Section 10, Annual Leave; Section 9, Sick Leave; and Section 18, Leaves of Absence Without Pay provide for leave time for purposes also provided by the Act, such leave time up to twelve work weeks in any twelve-month period shall be credited toward the leave time allowed by the Act.
- D. For purposes of any leave provided for by the Act which is also provided for in this Agreement, those provisions of the Act relating to notice, medical certification and restoration of work will apply to the leave.

LAYOFF

Section 20.1 Notice of Layoff

In the event there is a reduction in personnel, layoffs will be by position and classification. The Employer will notify the Association in writing, fifteen (15) days prior to the anticipated date of any layoffs within the bargaining unit.

Section 20.2 Order of Layoff

Employees whose positions have been deleted and subject to layoff may exercise their bargaining unit seniority for bumping purposes as follows:

- A. Employees faced with layoff who have greater seniority than the least senior employee within the same classification must bump the least senior employee in the same classification within the Health Department within the bargaining unit.
- B. If bumping is not possible as in A above, employees faced with layoff who have greater seniority may bump the least senior employee within another classification with a lower maximum salary within the Health Department within the bargaining unit, provided they meet the minimum qualifications of the classification and can perform the work.
- C. If bumping is not possible as above, the employee will be laid off.

Notwithstanding A and B above, a full-time employee shall not bump into a part-time position, unless there is no least senior full-time position available. A part-time employee shall not bump into a full-time position in any circumstances.

The Employer shall provide two (2) weeks' notice prior to layoff.

Section 20.3

Bumping Procedure

Employees wishing to exercise bumping privileges shall notify the Human Resources Director or her/his designee of their intent to bump and the person to be bumped within two (2) days of layoff notice.

RECALL

Section 21.1

Order of Recall

When recalling employees following a layoff to their former classification, the employee with the most seniority, who is qualified and has the then-present ability and physical fitness to satisfactorily perform the work shall be the first employee recalled.

Section 21.2

Notification of Recall

When recalling laid off employees back to work, the Human Resources Director will notify the employees by certified mail, return receipt requested, sent to the employee's last known address and the Employer's obligation is satisfied if the last known address given by the employee is used.

Each employee who is recalled from layoff shall report in person or by certified mail to the Human Resources Director within three (3) work days after being notified of recall whether or not she/he intends to return to work for the County. The employee shall report to work on the date specified by the County which shall not be less than five (5) calendar days from the date of recall notification. If an employee fails to notify the Human Resources Director of her/his decisions, within the aforesaid three (3) work day period, or notifies the Human Resources Director that she/he will not return to work for the County or fails to report on the date specified, the employee shall be considered as having voluntarily quit.

GRIEVANCE AND ARBITRATION PROCEDURE

Section 22.1

Definition of Grievance and Arbitration

A grievance is defined as and limited to an alleged violation of the specific section or paragraph of this Agreement. If any grievance arises there shall be not stoppage or suspension of work because of such grievance; but such grievance shall be submitted to the grievance procedure stated in this contract.

Section 22.2

Time Limits for Filing Grievances

The time limits for filing all grievances shall be five (5) days from the date of the occurrence of the alleged grievance or from the date the aggrieved knew of the cause for complaint. The time limits specified herein for movement of grievances through the process shall be strictly adhered to. In the event

that a grievance is not appealed within the particular specified time limit, it shall be deemed to be settled on the basis of the Employer's last answer. In the event the Employer should fail to supply the Association with its answer to the particular step within the specified time limits, the grievance will be positioned for movement to the next step if processed by the Association. All specified time limits herein shall consist only of County work days Monday through Friday, but excluding holidays. Time limits may be extended only by mutual agreement of the parties. Discharge grievances shall be filed at Step 3 of the Grievance Procedure.

Section 22.3

Grievance Procedure

Step 1

The employee and the Association may submit a written grievance on the matter to the immediate supervisor within five (5) days of the occurrence of the alleged grievance. The written grievance shall be submitted on a form mutually agreed upon by the parties. The written grievance must be signed by the employee and a grievance committee member and receipt acknowledged by the immediate supervisor. A meeting on the grievance will be held upon mutual consent of the parties between the immediate supervisor, a grievance committee member, and the grievant within five (5) days of receipt of the written grievance.

Step 2

A grievance not settled at Step 1 may be submitted to the Health Director within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the Health Director by written notification within the five (5) days shall be considered settled. A meeting on the grievance will be held upon mutual consent of the parties between the Health Director or his designee, immediate supervisor, a grievance committee member, the grievant and the MNA Labor Representative, if necessary within five (5) days of receipt of the written grievance. The Health Director will give her/his written reply within five (5) days of receipt of the written grievance, or the meeting, whichever is later.

Step 3

A grievance not settled at Step 2 may be submitted to the Human Resources Director within five (5) days of the date of the receipt of the written reply. Any grievance not submitted to the Human Resources Director by written notification within the five (5) days shall be considered settled. The Human Resources Director will give her/his written reply within ten (10) days of the receipt of the grievance.

At the request of the grievant, a discharge may be submitted to the Human Resources Director at Step 3 within five (5) days of the discharge. A meeting on the grievance will be held upon mutual consent of the parties between the Human Resources Director, Health Department Director, immediate supervisor, grievant, union representative and the MNA Labor Representative. The Human Resources Director will give his/her written reply within ten (10) days of the meeting.

Step 4

A grievance not settled at Step 3 may be submitted by the Association to final and binding arbitration. Within thirty (30) days of the date of the receipt of the written reply from Step 3, the Association shall request from the Federal Mediation and Conciliation Services (FMCS) a list of arbitrators in accordance with the rules of FMCS. A copy of the Association's arbitration request shall be forwarded to the Human Resources Director. Any grievance not submitted to FMCS by written notification within the thirty (30) days shall be considered settled. Expenses for arbitration shall be borne equally by both parties, except that each party shall bear the expense of its own witnesses.

Section 22.4 Arbitration Procedure

At the time of the arbitration hearing, both the Employer and Association have the right to examine and cross-examine witnesses. Upon request of the Employer, the Association, or the arbitrator, a transcript of the hearing shall be made. The cost of the transcript shall be borne by the party making the request. Either party may make a tape recording of the hearing. At the close of the hearing, the arbitrator shall afford the Employer and the Association a reasonable opportunity to furnish briefs, if it is the desire of either party.

Section 22.5 Power of Arbitrator

The arbitrator shall have no power or authority to add to, subtract from, alter or modify the terms of this Agreement, or set a wage rate. Decisions reached by the arbitrator shall be final and binding upon the Association, Nurse Staff Council, Association and Staff Council members, employees, and the Employer.

MAINTENANCE OF DISCIPLINE

Section 23.1 Work Rules

Employees will be required to abide by the work rules established from time to time by the County and/or the Health Department. Copies of these work rules and penalties and any changes therein for their violation will be made available to the Nurses' Staff Council. A copy of the Muskegon County Personnel Rules shall be kept in the Pharmacy work area at the Health Department.

Section 23.2 Disciplinary Actions

Disciplinary action or measures shall include the following:

- A. Written Oral Warning
- B. Written Reprimand
- C. Suspension Without Pay
- D. Discharge

Such discipline may be at either A, B, C, or D depending on the severity of the offense and the circumstances involved. Employees having successfully completed their probationary period shall be disciplined or discharged for just cause.

Such discipline may become a subject for the grievance procedure. Disciplinary action involving discharge shall be promptly reported to an officer of the Nurse's Staff Council. A document indicating the reason(s) for the discharge shall be presented to the RN at the time of discharge or sent within two (2) days after the discharge. If filed, the grievance will start at the discharge Step 3 of the Grievance Procedure.

When a meeting is held with the employee concerning a disciplinary action, the employee has the right to chairperson or Nurses Staff Council representation at said meeting. It is the employee's responsibility to request such representation by a grievance committee member. If such representation is requested, a grievance committee member will be requested to attend the meeting.

FILLING OF VACANCIES

Section 24.1

Filling of Vacancies

The Health Department agrees to post a notice in the employee's staff lounge of vacant nursing positions in the Health Department. Nursing staff are encouraged to submit an application in accordance with the requirements in the notice if they wish to be considered. The Health Department shall set the minimum qualifications for the vacant position indicating such qualifications on the notice. The Health Department shall have the sole and exclusive responsibility for the determination of the qualifications of the vacant position. The award of the vacant position to a current employee who has made application shall be based upon demonstrated capacity and quality of performance. A systematic consideration of the employee's qualifications, capacity and quality of previous workperformance shall be made of the applicants by the Health Department. Seniority will be used to decide between two or more applicants considered to be equally qualified. The vacancy posting and selection process is vested exclusively with the Health Director.

SALARIES

Section 25.1

Salaries

The respective salary ranges for represented classification titles shall be as set forth in Appendix A - Salaries.

LONGEVITY PAY

Section 26.1 Longevity Pay

A. Compensation for continuous service with the County shall be provided on the basis of the following schedule:

<u>Years of Continuous Service as of December 1 of each Year</u>	<u>Amount of Payment</u>
3 years	\$ 150.00
For each completed year after 3 years	\$50.00 additional to a maximum of \$1,250.00

Longevity payment shall be paid where applicable in December. Employees must be in pay status as of December 1 in order to be eligible for longevity payments.

B. If an employee is not in pay status at the required dates, she/he will be paid a pro rata payment based on hours worked during the period.

MERIT INCREASES

Section 27.1 Merit Increases

Merit increases will be granted or denied in accordance with the outcome of evaluation interviews and ratings.

INSURANCES

Section 28.1 General Medical Plan Provisions

A. While for the sake of simplicity reference is made in some instances to the specific plan or plans, the Employer has retained the right to contract with any other insurance carrier or to self-fund any or all insurance plans as long as the current benefit level remains substantially equal . Although a general description of the current plan is provided below, employees should refer to the summary plan description or benefit guide as provided by the plan and application/eligibility requirements as provided by the plan. Each employee shall complete and submit all papers and forms required by the plan. The Employer shall be reimbursed for any amount which was paid to a plan for dependent coverage for which the employee was not eligible. The employee will reimburse the Employer via payroll deduction, which is hereby authorized by this Agreement.

B. The self-funded medical plan in effect as of the effective date of this Agreement and described in Section 29.2 below shall remain in effect for the term of the Agreement subject to the reserved right of the Employer to contract with any carrier or to self-fund as set forth in A above.

Section 28.2

Medical Coverage

Any insured or self-funded benefit program referred to herein is subject to the terms and conditions of such policies and programs, unless specifically provided otherwise in this agreement.

The Employer's liability with respect to benefits shall be limited to the payment of its portion of the applicable premium or to the benefit provisions of any self-funded plan for the coverage specified, and upon such payment or compliance, all obligations of the Employer under this Section shall be fully satisfied. Under no circumstances shall this Agreement be construed to impose upon the Employer a duty to pay benefits greater than those required by the applicable plan or greater than those payable by stop loss reinsurance coverage.

Upon execution of the contract and open enrollment period, bargaining unit employees will have the option to enroll in the County's Health Savings Account, HSA, as the sole medical plan option, to be effective January 1, 2019. The HSA plan, paired with a qualified high deductible plan, will maintain a \$1,350/\$2,700 annual deductible level, or as required by law. If an employee proves that he/she is ineligible to participate in the HSA plan, the employee may enroll in the County's High Deductible, HD, plan for an employee contribution of zero dollars (\$0) per pay period.

Each employee enrolled in the HSA plan shall pay an employee contribution of zero dollars (\$0) per pay period. The County will contribute \$675 (1-person contract) and \$1,350 (2-person or more contract) on January 2, 2019, January 2, 2020, and January 2, 2021. The County will contribute \$500 (1-person contract) and \$1,000 (2-person or more contract) on January 2, 2022, and January 2, 2023. Contributions will be pro-rated for new hires and employees becoming benefit eligible after January 1, 2019. The Employer agrees that at no point will the County's HSA contribution be less than 30% of the deductible. The Employer will alert the employee of the IRS annual maximum prior to the employee's pledge.

In accordance with the IRS's proposed regulations at 1.125-1(o)(4), each benefit eligible employee, during the open enrollment period before the start of the plan year (for current employees) or before the employee begins accruing leave (for newly-hired employees), may make a one-time, irrevocable election to voluntarily elect to have up to forty (40) hours of sick time deducted from his/her subsequent year sick leave accruals and receive the equivalent amount as a cash disbursement in lieu of time off during the next calendar year. The number of hours that are elected may not be used in any subsequent plan year and hours will not be eligible for cash

disbursement until the hours have been accrued since the beginning of the new calendar year. If an employee elects a cash disbursement of 40 (forty) hours of unused sick leave, then (1) any hours above forty (40) that the employee has banked will be deemed to be used first, and (2) of the forty (40) elective hours, any that are unused and not disbursed as cash must be forfeited. No elective days can be rolled over into the next year.

Section 28.3 Dental Coverage

The County agrees to provide to all permanent employees dental insurance or coverage with an employee contribution of 15% of the monthly premium. The contribution amount will be paid to the County by employee through regular payroll deduction, which deduction is hereby authorized by this agreement.

Section 28.4 Life Coverage

The Employer shall provide "straight-term" life insurance or coverage for each permanent, full-time employee equal to the employee's annual salary rounded to the next highest thousand dollars or ten thousand dollars (\$10,000), whichever is greater and including provisions for accidental death and dismemberment.

Section 28.5 Coverage Limitation

Medical, dental, life and vision insurance or plan coverages will become available and effective for new employees three (3) calendar months after date of hire into a permanent position.

Section 28.6 Retirees Coverage

The Employer shall provide medical and dental coverage through insurance or a self-funded plan to individuals hired prior to August 21, 2007 and who are vested under the MERS plan by meeting age and service requirements and for individuals who apply to MERS for disability retirement before separation, or within 30 calendar days of their separation from County employment and said application is subsequently approved by MERS. The insurance will become effective at the time the individual begins collecting his/her pension check from MERS. In addition, active retiree's dependents will be allowed to participate in the County's group health insurance programs but the cost for coverage for any retiree's dependents shall be paid by the retiree.

The eligible retiree will have the choice between the Healthcare Savings Account (HSA) plan, with no further employer contribution into the account, or the High Deductible (HD) plan. The parties agree that the medical coverage for eligible retirees is valid on a primary basis until the retiree is eligible for Medicare and on a supplemental basis, via a Medicare Advantage plan, thereafter; for the lifetime of the retiree.

The County will pay for individual retiree's coverage based on the following schedule for all bargaining unit employees hired on or after August 11, 1994.

Years of Continuous Service at Date of Retirement	Percentage of Individual Retirees Coverage Paid by County
10	40
11	44
12	48
13	52
14	56
15	60
16	64
17	68
18	72
19	76
20	80
21	84
22	88
23	92
24	96
25	100

The cost of individual retiree coverage above the percentage shown on the schedule shall be paid by the retiree.

For employees hired on or after the execution date of the contract, August 21, 2007, and implementation of the plan by the vendor, the County will provide a Voluntary Employee Benefit Association (VEBA) type plan, whereby the County would contribute 2% of gross wages.

Section 28.7 Worker's Compensation

All employees shall be covered by the applicable worker's compensation laws and related benefits. An employee sustaining injury or occupational disease arising out of or in the course of County employment may have the following option:

The employee will receive worker's compensation benefits as allowed by law, and at the option of the employee may charge accumulated, unused sick leave and/or vacation balances to the extent that it would provide such employee with her/his regular net salary. If the employee continues on worker's compensation following the depletion of such leave balances, payments shall be governed by applicable law.

Section 28.8 Additional Costs

Any additional cost for coverage above and beyond that described above shall be paid for by the individual employees through regular payroll deduction, which deduction is hereby authorized by this Agreement.

Section 28.9

Vision Coverage

Effective upon execution of the contract and open enrollment period the County agrees to provide Vision Coverage to all permanent employees with an employee contribution of 15% of the monthly premium equivalent for the employee and applicable dependents. The contribution amount will be paid to the County by the employee via payroll deduction, which deduction is hereby authorized by this agreement.

BENEFITS FOR PART-TIME EMPLOYEES

Section 29.1

Benefits for Part-time Employees

Part-time employees shall receive benefits as provided for in this Agreement on a pro-rata basis based upon the hours regularly scheduled to be worked in comparison to forty (40) hours, unless specified otherwise. Benefits are defined for this section to include accumulations of vacation and sick leave, longevity pay, medical insurance premiums, dental insurance premiums, life insurance premiums and cost of living payments.

ROLE OF THE NURSE

Section 30.1

Role of the Nurse

Public Health Nurses work as members of a health team to further community health. They utilize the philosophy, content and methods of both professional nursing and public health. Public Health Nurses participate in the analysis, planning, and treatment of community public health needs. They provide nursing services and epidemiological follow-up to individuals and families at home, at school, at work, in hospitals, clinics, nursing homes, and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of their work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions and comprehensive care.

The Public Health Nurse frequently serves as liaison in bringing together the professional and non-professional workers involved in insuring continuity of care and comprehensive services to individual patients and families. The Public Health Nurse presents the potential of public health nursing's contributions in community program planning and in analysis and treatment of community ills. They lend support and special skills to the total configuration of public health practice.

Section 30.2

Non-Routine Duties

The parties agree that filing, typing, other routine clerical functions and building maintenance cleaning are not the routine responsibilities of Public Health Nurses.

Section 30.3

Employer Support

The Employer agrees that it will continue to support the nurses in the compliance with their professional code and to implement the above definition of functions and responsibilities with policies and procedures that permit its Public Health Nurses to be fully utilized in providing the best possible public health nursing care.

Section 30.4

Limitations

This article shall not interfere or impinge on the provisions of the Management Rights Article (Article 3.1).

Section 30.5

Union Work

The parties agree that non-union employees and supervisors will not routinely perform PHN or PHN Lead duties.

EMPLOYEE SAFETY

Section 31.1

OSHA/MIOSHA Guidelines

The Employer shall provide protective equipment to R.N. s in accordance with OSHA/MIOSHA guidelines and the Material Safety Data Sheets (MSDS)

Section 31.2

Personal Safety Awareness

The Employer shall provide in-service training related to employee's personal safety awareness on a periodic basis.

EDUCATIONAL COURSES

This section and the requirement to fund it will be suspended until September 29, 2010.

Section 32.1

Request for Educational Course

Any Public Health Nurse employed by the County, who desires to enroll in one or more courses in a nursing degree or public health degree, Master's degree in nursing or public health, or certificate program at an accredited educational institution, or for continuing education units required to maintain his/her nursing license, and which the Employer agrees would contribute to the practice and performance of services to the County and contribute to the growth of the employee, and submits in advance of commencing such course, courses, and/or CEU's, a letter of application to the Employer for reimbursement of fifty percent (50%) of the cost of the tuition and/or enrollment fee.

Section 32.2

Letter of Application

The letter of application shall be submitted to the Health Director listing the course or courses to be taken by title and course number along with a short description of the course content, and name of accredited educational institution.

Section 32.3

Reimbursement

If the application is approved and upon proof of satisfactory completion (grade "C" or better) of the course or courses, the Nurse shall be reimbursed for the designated expenses within sixty (60) days . The employee must be on the Employer's payroll in good standing at the time the refund is made . If the employee terminates from County employment within two (2) years of the date of completion of the course or courses, the employee must repay the amount of reimbursement for the course or courses to the County.

Section 32.4

Reimbursement Limitation

The total funding available for purpose of this Section is limited to \$3,000 for each Health Department Fiscal year. Priority will be given to ensure that all nurses receive 12.5 hours of pay toward CEU's. Reimbursement for approved course or courses will be provided within this limitation on a first come, first served basis.

MISCELLANEOUS

Section 33.1

Non-Discrimination

The Employer and the Association agree that the provisions of this Agreement in accordance with applicable federal and state laws shall be applied equally to all employees without discrimination as to race, color, religion, sex, age, national origin, height, weight or marital status.

The parties hereby agree that no officers, agency, representatives, members or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, including the right of employees to withdraw, revoke, or cancel Association membership.

Section 33.2

Supplemental Employment

Supplementary employment is not encouraged, but is permitted under the conditions that the additional employment must in no way conflict with the employee's hours of Health Department employment, must not violate any law or Michigan Department of Public Health regulation, or in quantity or interest conflict in any way with the satisfactory and impartial performance of Health Department duties.

Section 33.3

Bulletin Board

The Association shall have the right to use a designated bulletin board to announce local, regional, state, and/or national meetings and to otherwise inform its members of matters of occupational and professional interest.

Section 33.4

Acceptance of Gifts

No employee shall accept loans, gifts, money or goods, services or other preferred arrangements for personal benefit under any circumstances directly involving influence upon the manner in which she/he performs her/his work, makes her/his decisions, or otherwise discharges her/his duties as a County employee.

Section 33.5

Retirement

During the term of this Agreement, the County agrees to provide to permanent employees except as modified elsewhere in this Agreement, the State of Michigan Municipal Employees' Retirement System plan known as Benefit Program B-3 with F-55(25) rider as described in the Michigan Municipal Employees Retirement Act, with a 4.05% employee contribution with such contribution deducted from the employee's wage through payroll deduction, such deduction being hereby authorized by this Agreement.

The Employer will provide, for employees hired on or after August 21, 2007, the MERS defined contribution plan with a three percent (3%) employer contribution and a three and one-half percent (3.5%) employee contribution of gross wages.

Section 33.6

Section 125 Plan

The County shall make available to each qualified employee included in the bargaining unit participation in the County of Muskegon Section 125 Plan on the terms set forth in the plan document for this bargaining unit.

Section 33.7

Mileage

With the execution of this Agreement, employees who are required to furnish their own automobile for the purpose of transacting County business as authorized by the Health Director, shall be compensated at the IRS mileage rate as approved by the County Board.

In lieu of mileage, employees may use Health Department pool vehicles for the purpose of transacting County business to the extent such vehicles are available as authorized by the Health Director.

A mileage process will be reviewed and every attempt will be made to process mileage reimbursements in a timely manner.

Section 33.8

Professional Meetings

Employees who desire to attend a meeting, workshop or seminar which is likely to improve their competency may submit requests to attend to the Employer. If the employer determines attendance at such meeting is in the best interest of the County, the employer shall approve such request. The County shall grant necessary normal working hours' time off without loss of pay per attending meetings so approved and they also provide for reimbursement of necessary out of pocket expenses incurred in such attendance within the limits established by County policy.

Section 33.9

Conformance to Law

The parties recognize this Agreement is subject to the Constitutions and Laws of the United States and the State of Michigan.

Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, or other established governmental administrative tribunal or regulatory agency, such invalidation shall not affect the remaining portions of this Agreement. In the event any part of this Agreement is held illegal or invalid as set forth above, the parties shall meet within sixty (60) days upon request of either party for the purpose of arriving at a mutually satisfactory replacement for such portion of this Agreement held illegal or invalid. There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

Section 33.10

Validity

There are no other agreements which are binding on either of the parties other than the written provisions contained in this Agreement. No further agreement shall be binding on either of the parties until it has been put in writing and signed by the parties.

Section 33.11

Waiver

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Association, for the life of this Agreement, each waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, unless mutually agreed to in writing between the parties.

DURATION

Section 34.1

Duration

This contract shall be in full force and effect from the date of its execution through September 30, 2023, and for succeeding periods of twelve (12) months unless either party shall notify the other in writing prior to August 1, 2023, or prior to August of the appropriate succeeding twelve (12) months period of their desire to negotiate a new contract. Upon receipt of such written notification, the parties shall

arrange to meet promptly and regularly for the purpose of consummating a new contract, or for the purpose of negotiating such amendments or modifications. In the event one or both of the parties have given notification of its or their desire to negotiate a new contract, within the time limits provided for herein and no agreement has been reached on the date this contract expires , such contract shall be extended until such negotiations have been completed and a new contract takes effect.

APPENDIX

A

Public Health Nurse (PH-00010)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Oct. 2017	\$21.69	\$22.70	\$23.75	\$24.89	\$26.08	\$27.33
Oct. 2018	\$22.12	\$23.15	\$24.23	\$25.39	\$26.60	\$27.88
Oct. 2019	\$22.56	\$23.61	\$24.71	\$25.89	\$27.13	\$28.43
Oct. 2020	\$23.01	\$24.08	\$25.20	\$26.40	\$27.67	\$28.99

Any Public Health Nurse possessing a Bachelor's in Science of Nursing, BSN, degree shall be placed into the following wage scale:

Public Health Nurse-BSN (PH-00030)

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Oct. 2017	\$22.70	\$23.75	\$24.89	\$26.08	\$27.33	\$28.62
Oct. 2018	\$23.15	\$24.23	\$25.39	\$26.60	\$27.88	\$29.19
Oct. 2019	\$23.61	\$24.71	\$25.89	\$27.13	\$28.43	\$29.77
Oct. 2020	\$24.08	\$25.20	\$26.40	\$27.67	\$28.99	\$30.36

All nurses working as a Public Health Nurse Unit Leader position will receive one dollar and twenty-five cents (\$1.25) added to their base hourly wage for all pay and benefit purposes.

Effective the first full pay period following October 1, 2018, all classifications will receive a two percent (2%) across the board wage increase.

Effective the first full pay period following October 1, 2019, all classifications will receive a two percent (2%) across the board wage increase.

Effective the first full pay period following October 1, 2020, all classifications will receive a two percent (2%) across the board wage increase.

Effective October 1, 2021, wage reopener.

Effective October 1, 2022, wage reopener.

COST OF LIVING BONUS

During the term of this Agreement, a cost of living payment, if applicable, shall be paid annually between December 1 and December 20 of each year. Such payments shall be based on the official Consumer Price Index for Urban Wage Earners and Clerical Workers-United States City Average-"all items", published by the Bureau of Labor Statistics, U.S. Department of Labor (1982=100), hereinafter referred to as the Index.

During the term of this Agreement, the annual payment shall be based upon changes in the September Index for that year as compared to the September Index of the previous year, and computed at one (1) cent per hour for each .3 increase in such Index; provided that such payment shall not exceed twenty (20) cents per hour for each permanent employee based on a total of two thousand eighty 2,080 hours per year (maximum payment of \$416.00). The payment for part-time permanent employees shall be prorated on the above maximum based upon the number of hours worked during the year by the part-time permanent employee.

In WITNESS WHEREOF, the parties have executed this Agreement:

MUSKEGON COUNTY BOARD
OF COMMISSIONERS

MICHIGAN NURSES ASSOCIATION

Susie Hughes Date
Chairperson

Branden Gemzer Date
Labor Relations Representative

Nancy A. Waters Date
Muskegon County Clerk

Katilyn Asher, RN Date

Lauren Hill, RN Date