

AGREEMENT

between

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

SHIAWASSEE COUNTY HEALTH OFFICER

AND

**SERVICE EMPLOYEES INTERNATIONAL UNION,
HEALTHCARE MICHIGAN**

REGISTERED NURSES UNIT

January 1, 2009

through

December 31, 2011

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the **SHIAWASSEE COUNTY BOARD OF COMMISSIONERS**, 201 N. Shiawassee Street, Corunna, Michigan 48817, hereinafter referred to as the **EMPLOYER**, and the **SERVICE EMPLOYEES INTERNATIONAL UNION, HEALTHCARE MICHIGAN (SEIU)** 2604 Fourth Street, Detroit, Michigan 48201, hereinafter referred to as the **UNION**.

NON-DISCRIMINATION

The Shiawassee County Health Department, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law; membership in or activity on behalf of the UNION; or participation in the Grievance procedure. The UNION agrees to admit all nurses to their membership without discrimination by reason of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law.

SAVINGS CLAUSE

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

TERM OF AGREEMENT

Section 1. This Agreement shall remain in full force and effect through midnight, December 31, 2011.

Section 2. Upon the written request of any party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

UNION RIGHTS AND INTERESTS**ARTICLE 1****RECOGNITION**

Section 1. The Shiawassee County Board of Commissioners hereby recognizes the Service Employees International Union, Healthcare Michigan as the exclusive bargaining representative, in accordance with the provisions of Act 379, Public Acts of 1965, as amended, of the State of Michigan, for a unit consisting of all professional registered nurses in Shiawassee County's Health Department excluding the Director of Nursing, nursing supervisor, other professional employees, the Chief Clerk, clerical employees and summer seasonal employees, for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other terms and conditions of employment for the term of this Agreement.

ARTICLE 2

UNION MEMBERSHIP AND SECURITY

Section 1. Agency Shop. All employees included in the collective bargaining unit set forth herein, within 31 days after the start of their employment with the EMPLOYER or the effective date of this Agreement, whichever is later, shall either become members of the UNION, and pay the UNION periodic monthly dues uniformly required of all UNION members or pay to the UNION a negotiating or service fee on a monthly basis which may be in an amount equivalent to the monthly dues required of all UNION members. An employee who is a member of and adherent to the teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment; such employee may, however, be required by the UNION to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payments to the labor organization. The employee may choose from one of the following non-religious, tax exempt organizations under Section 501(c)(3) of the Internal Revenue Code:

- A. American Cancer Society (nearest local unit)
- B. United Way
- C. Michigan Heart Association

Section 2. Union Membership. Membership in the UNION is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement. All employees in the bargaining unit have the right to join, not join, maintain or drop their membership in the UNION as they see fit. The UNION recognizes, however, that it is required to represent all employees included within the bargaining unit without regard to whether or not all employees are members of the UNION. The UNION further agrees that it shall accept into membership each employee who becomes eligible to become a member of the collective bargaining unit and who tenders to the UNION the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining a membership in the UNION. Withdrawal from UNION membership in no way alters the employee's obligation to pay the monthly service fee noted above.

Section 3. Check-off (Payroll Deduction for Dues or Fees).

- A. During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues or the monthly service fee and COPE PCC, if authorized, from the pay of each employee who executes and files with the Employer a proper check-off authorization form.
- (i) The check-off authorization forms shall be supplied by the Union.
- B. A properly executed copy of the written check-off form for each employee for whom Union dues or service fees or COPE PCC are to be deducted hereunder shall be delivered to the Employer's office manager before any payroll deductions are made.
- (i) Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect.
- (ii) Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- C. (i) All authorizations filed with the Health Department on or before payday shall become effective the next succeeding payday, provided the employee has sufficient net earnings to cover the Union dues, service fee or COPE PCC, whichever is applicable.
- (ii) Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the 10th of the month following the last payday in the preceding month.
- D. In cases in which a deduction is made which duplicates a payment already made to the UNION by an employee, or where a deduction is not in conformity with the provisions of the constitution and bylaws, refunds to the employee will be made by the UNION.
- E. The UNION shall notify the Health Department's Payroll Department in writing of the proper amount of UNION dues or service fees and any subsequent changes in such amounts shall be deducted when the employee's approval is received.

- F. The Employer shall not be responsible for Union dues, service fees or COPE PCC while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.
- G. The EMPLOYER shall not be liable to the UNION, its members or the employees it represents, once said sums have been remitted to the UNION, and further shall not be liable if such sums are lost when remitted by the United States Postal Service.
- H. The Union agrees to hold the Employer harmless from any and all claims arising out of its Agreement to deduct Union dues, service fees or COPE PCC and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Employer pursuant to this Article.
- I. **SAVE HARMLESS.** In the event the EMPLOYER, acting on the request of the UNION, discharges or attempts to discharge an employee for failure to comply with the provisions of this Agreement, the UNION shall indemnify the EMPLOYER against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the EMPLOYER for the purpose of complying with the provisions of this Agreement.

ARTICLE 3

NO LOCKOUTS

The EMPLOYER will not lock out employees during the term of this Agreement.

ARTICLE 4

UNION ACCESS TO PREMISES

Representatives of the UNION previously accredited to the EMPLOYER in writing by the UNION shall be permitted to come on the premises of the County for the purposes of discussing the terms of this Agreement, if they first get permission to do so from the Health Officer.

ARTICLE 5

LEAVE FOR UNION BUSINESS

Section 1. A nurse shall be granted a leave for up to two (2) years without pay and without loss of seniority and accrued benefits to serve the UNION.

Section 2. Steward Training. One steward would be eligible for two (2) days of unpaid release time each calendar year to be spent in UNION steward training.

ARTICLE 6
GRIEVANCE PROCEDURE

Section 1. Statement of Purpose. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise.

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

Section 2. Definitions. A grievance shall be defined as a complaint by a nurse or group of nurses, based upon an event, condition, or circumstance under which a nurse works, or a violation or misinterpretation of any provision of this Agreement.

Section 3. Steps in the Grievance Procedure.

Step 1. Immediate Supervisor. An employee with a grievance shall first discuss it with his/her immediate supervisor within five (5) working days of the date of occurrence or the date the employee should have known of the occurrence of the alleged violation. The discussion may also include the UNION steward. The immediate supervisor shall furnish an oral answer to the employee and the UNION steward within five (5) working days of the receipt of the grievance.

Step 2. Appeal to the Health Officer. If the answer of the Supervisor received in Step 1 is not satisfactory to the employee, he/she and/or the UNION steward shall, within five (5) working days of receipt of the answer in Step 1, submit the grievance in writing and discuss it with the Health Officer. The grievant may have the steward and/or UNION representative present for the discussion. The written grievance shall be dated and signed by the grieving employee. The grievance shall be answered in writing within five (5) working days by the Health Officer and a copy of the answer shall be furnished to the UNION steward.

Step 3. Appeal to the Board of Commissioners. If the answer of the Health Officer received in Step 2 is not satisfactory to the employee, he/she and/or the UNION steward, within five (5) working days thereafter, shall submit written notice of appeal to the Board of Commissioners Personnel Committee or its designee. The grievant shall have the opportunity to discuss the grievance with the Board of Commissioners and may have his/her steward and/or UNION representative present.

The Health Officer and/or any other representative of the EMPLOYER's choosing shall also be present to participate in the discussion of the grievance.

Step 4. Arbitration.

1. **Appeal to the Arbitrator.** Any grievance which is not resolved at Step 3 of the grievance procedure may be submitted to arbitration. Arbitration shall be invoked by written notice of the EMPLOYER or the UNION, provided said written notice is submitted within thirty (30) days after receipt of the answer in Step 3.
2. **Selection of the Arbitrator.** The UNION and the EMPLOYER shall select a mutually satisfactory arbitrator. If the parties are unable to agree upon an arbitrator within seven (7) days of receipt of the written notice requesting arbitration, the matter shall be referred to the Federal Mediation and Conciliation Service (FMCS) for the selection of an impartial arbitrator under its uniform rules and regulations.
3. **Powers of the Arbitrator.** The arbitrator shall be empowered to investigate, hear and decide a grievance as defined in Article 6, Section 2, subject to the limitations stated below. The arbitrator shall have full discretion to uphold, rescind, or modify disciplinary measures imposed by the EMPLOYER. The arbitrator shall have no power to:
 - a. Add to, subtract from, or otherwise modify any of the provisions of this agreement.
 - b. Establish or modify any salary rate or plan.In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on the case, the matter shall be referred back to the parties without decision or recommendation. At the arbitration hearing each party shall have the option of presenting witnesses and exhibits, and such witnesses may be cross-examined by the arbitrator or opposing party. At least 24 hours prior to the hearing copies of documents and names of

witnesses which will be submitted by the parties must be given to the opposing party.

4. **Arbitrator's Decision.** There shall be no appeal from an arbitrator's decision if made in accordance with his/her jurisdiction and authority under this Agreement. It shall be final and binding on the UNION, all bargaining unit employees and the EMPLOYER.
5. **Fees and Expenses.** The fees and expenses of the Arbitrator shall be shared equally by both parties. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

Section 4. Time Limits.

- A. For the purpose of the grievance procedure, a "day" shall mean any day Monday through Friday, and shall not include the day in which a grievance is presented or appealed by the UNION or EMPLOYER or is answered by the EMPLOYER or any recognized holidays.
- B. Any time limit in the grievance procedure may be extended by mutual agreement of the parties.
- C. A grievance presented at any step shall be dated and signed by the UNION representative and employee presenting it; any answer given by the EMPLOYER to the UNION representative or employee shall be dated and signed by the EMPLOYER.
- D. Any grievance not answered within the time limits by the EMPLOYER shall be deemed settled on the basis of the original request of the employee.
- E. Any grievance not appealed by the employee or UNION within the time limits shall be deemed settled on the basis of the EMPLOYER's last answer.
- F. All dispositions of written grievances shall be made in writing and one (1) copy sent to the Chairperson of the Board of Commissioners' Personnel Committee, one (1) copy sent to the employee, one (1) copy sent to the UNION steward, and one (1) to the UNION Representative.

Section 5. Employee Election of Forums. If an employee files a complaint with the Michigan Department of Civil Rights and a grievance under the contract alleging the same facts and circumstances, then the employee will be notified that the employee has to elect only one forum. If the employee elects to proceed with the Michigan Department of Civil Rights, then the grievance shall be withdrawn and vice versa. If the employee fails to elect the remedy, the grievance shall not be processed. This shall also apply to veteran's preference hearings, Michigan and/or Federal wage and hour statutory remedies or court actions litigating the same issues. However, at no time shall any employee of the respective bargaining units bind the UNION in electing forums listed herein.

Section 6. Expedited Grievances. Grievances may be filed at Step 3 in cases involving loss of pay or termination.

Section 7. Employee Representation.

- A. Employees may be represented by the UNION stewards for purposes of filing grievances and in disciplinary meetings. The UNION shall certify, in writing, to the EMPLOYER the names of those individuals who are authorized to act as stewards.
- B. An employee shall have the absolute right to be represented by a steward or the UNION Representative during the process of grievance resolution or a disciplinary meeting. Such participation by these representatives shall be governed by the applicable sections of this agreement.

ARTICLE 7

SENIORITY

Section 1. Seniority is hereby defined as the total employment with the County beginning with the employee's latest date of hire with the County as a registered nurse, and shall only include periods of absence if authorized by and consistent with this Agreement.

Section 2. For the purposes of layoff and recall, a part-time employee's seniority shall accumulate in proportion to time actually worked.

Section 3. If any new employee is hired in any County position outside the bargaining unit and later during the life of the Agreement is transferred to a position within the bargaining unit, they shall be considered a new employee and their seniority shall begin with the date they acquired seniority under the terms of this Agreement.

Section 4.

- A. Seniority accumulated within the bargaining unit shall be frozen in the event the employee transfers to a position within the Health Department but outside the bargaining unit.
- B. Such frozen seniority may be used to bump back into a bargaining unit position.

ARTICLE 8
LAYOFF/RECALL

Section 1. In the event of a reduction of nursing personnel, nurses shall be laid off in the following order:

- A. Summer seasonal and other temporary employees;
- B. Casual employees;
- C. All probationary nurses in reverse order of seniority;
- D. All permanent nurses in reverse order of seniority;

Section 2. An employee to be laid off shall be given ten (10) working days written notice. The UNION will be notified in writing, at least ten (10) working days in advance of any layoff. Upon notification, at the request of the UNION or the County, the parties will meet for the purpose of determining the effect on employees involved. If written agreement is not reached within said ten (10) day period, the County will proceed with layoff in accordance with this Article.

Section 3. One seniority list shall be maintained for all bargaining unit employees. This list shall include date of hire, classification, and pay rate commencing on the effective date of this Agreement, and shall be updated annually or whenever a change occurs. The County shall provide the UNION with the complete seniority list at each issuance.

Section 4. Recall shall be in the reverse order of layoff, with the last employee laid off being the first employee recalled to work. Any notice of re-employment to an employee who has been laid off shall be made by registered mail to his/her last known address. The right to re-employment shall be retained by the laid off employee for one (1) year following layoff. Insurance benefits for the laid off employee shall continue for one (1) month following layoff. Other benefits shall be paid to the laid off employee as though they had terminated in good standing.

Section 5. Bumping shall be subject to seniority and meeting minimum qualifications for the particular classification.

ARTICLE 9

JOINT SAFETY COMMITTEE

The EMPLOYER and the UNION agree to establish and maintain a joint safety committee between the Technical-Clerical unit and the Nurses unit which shall consist of two (2) representatives of management and one (1) representative from each of the Technical-Clerical and Nurses units along with a business agent of the SEIU. The committee shall meet on average once every three months or on an emergency basis but no more than a total of four (4) times per year. The committee shall make tours of the Health Department's facilities and make recommendations to the Health Officer and to the Board of Health concerning the safety and health of the SEIU employees of the Health Department.

II
EMPLOYER RIGHTS

ARTICLE 10
EMPLOYER RIGHTS

Section 1. Except as otherwise specifically and expressly provided in this Agreement, the EMPLOYER retains the sole and exclusive right to manage and operate all of 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 service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; to direct and control operation; 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 functions of management; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 2. Except as otherwise specifically and expressly provided in this Agreement, the EMPLOYER shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine work loads; to establish and change work schedules; and to provide and assign relief personnel; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

Section 3. Rules and Regulations. In the event the EMPLOYER amends, alters or revises its rules and regulations which apply to the members of this bargaining unit, the EMPLOYER shall provide the bargaining unit members with written notice of said changes at least five (5) working days in advance of the effective date.

ARTICLE 11
NO STRIKES

Section 1. Under no circumstances will the UNION cause or permit a strike against the EMPLOYER during the term of this Agreement. In the event of a strike, the EMPLOYER shall not be required to negotiate on the merits of the dispute which gave rise to the strike until the strike has ceased.

Section 2. In the event of a strike, the UNION, by its officers, agents and shop stewards, shall immediately declare to the employees in writing that such strike is unauthorized, and order said employees, in writing, to stop the strike and resume work. Copies of such written notices shall be served upon the EMPLOYER simultaneously. The UNION agrees further to cooperate with the EMPLOYER to remedy such situation by immediately giving written notice to the EMPLOYER and the employees involved, declaring the said conduct unauthorized and directing the employees to return to work. In the event that the UNION in any such situation performs the obligations of this paragraph in good faith and has not authorized such conduct, it shall not be liable in any suit in any court for money damages caused by said violation. The EMPLOYER shall have the right to discipline, up to and including discharge, any employee who instigates, participates in or gives leadership to any activity herein prohibited.

ARTICLE 12

PROBATION

Section 1. All full-time and part-time employees shall serve a probationary period of six (6) calendar months, uninterrupted by any type of service break, during which time they will be termed "probationary employees." The Health Officer or his/her agent has the right to extend the probationary period of an employee up to an additional thirty (30) work days upon notification to the affected employee and UNION representative prior to the extension of the probationary period.

- A. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure.

Section 2. Probationary employees may be terminated at any time by the EMPLOYER in its sole discretion and neither the employees(s) so terminated nor the Union shall have recourse to the grievance procedure over such termination.

Section 3. Following the successful completion of the employee's probationary period of employment, such employee shall become a regular full-time or regular part-time employee and shall be placed on the seniority list and seniority shall accrue as of the date of hire.

ARTICLE 13
WAIVER CLAUSE

Section 1. 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 EMPLOYER and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement.

Section 2. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered hereafter only by mutual agreement in writing signed by the parties hereto.

III
OPERATIONS

ARTICLE 14
SPECIAL CONFERENCES

Section 1. Special conferences for important matters will be arranged between the UNION and the EMPLOYER upon the request of either party. Such meetings shall be between one (1) or more representatives of the EMPLOYER and at least one (1), but not more than two (2), representatives of the UNION, not including the non-employee UNION staff representative.

Section 2. Arrangements for such special conferences shall be made 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. Matters taken up in special conferences shall be confined to those included in the agenda, unless both parties agree to include other items. Conferences shall be scheduled at a time convenient to both parties during working hours. The members of the UNION attending such a conference shall only receive pay up to the end of their regular working day. Such conferences shall not be held more than once a month unless otherwise agreed to by both parties.

ARTICLE 15

RULES AND REGULATIONS

In the event the EMPLOYER amends, alters or revises its rules and regulations which apply to the members of this bargaining unit, the EMPLOYER shall provide the bargaining unit members with written notice of said changes at least five (5) working days in advance of the effective date.

ARTICLE 16
HOURS OF WORK

This Article is intended to be constructed as the basis for determining and computing overtime and shall not be construed as a guarantee of hours of work per day or per week.

Section 1. The normal work week shall consist of five (5) consecutive eight (8) hour days, typically beginning at 8:00 a.m., running until 5:00 p.m., Monday through Friday.

Section 2. Employees may take a paid fifteen (15) minute rest break in the a.m. and also a paid fifteen (15) minute rest break in the p.m., or for the first half and second half of the regular shift, whichever may apply. Although the scheduling of breaks is subject to the approval of the Supervisor, such approval is not intended to impinge on the discretion afforded professional employees. It is not the intent of this provision that breaks accumulate or be used at the end of a shift.

Section 3. The parties agree that the hours of work provisions of the contract may be re-opened by either party to allow the hours to be consistent with any County reduced hours of operation.

ARTICLE 17
INCLEMENT WEATHER

Section 1. The Board of Commissioners, through its Chair, reserves the right to close the Department and not require employees to report to work in the event of inclement weather.

- A. If the Chair of the Board authorizes the same he/she shall notify a previously announced and posted Radio Station to carry that news by 7:00 a.m.
- B. The Employer will pay employees for the time they were normally scheduled to work.

Section 2. In the event an employee is unable to safely travel to work and calls the Employer using either personal or vacation time, and subsequently the County offices are closed by the Board of Commissioners, the employee shall not be required to use personal or vacation time after the official time of closing. The Employer will pay the employee for the time they were normally scheduled to work.

ARTICLE 18

MILEAGE REIMBURSEMENT

An employee who is required to use their private vehicle in the performance of assigned duties shall be paid for actual trip mileage incurred each month, as established by regular work location, at the respective rate determined by policy of the County Board of Commissioners.

ARTICLE 19

CHANGE OF ASSIGNMENT/VACANCIES

Section 1. Promotions. A promotion is defined as a re-assignment of a current employee to a classification which has a higher wage scale.

A successful applicant will be placed in the new classification on a trial period for ninety (90) calendar days, with time off or layoff or leave of absences not included. If an employee is not performing in a satisfactory and efficient manner during the trial period, after prior written warning and proper training, the EMPLOYER may return the employee to his/her former classification at his/her former rate of pay.

Unless otherwise approved by the EMPLOYER, employees are not eligible for a promotion during their probationary period, or during a disciplinary period of the employee has been disciplined in writing for poor or inadequate work performance.

Nurses who were not awarded posted promotional positions and believed they were qualified, or who were returned to their former classification after the trial period, may utilize the grievance procedure for resolution of the issue.

Section 2. Change of Assignment. Work assignments within a classification are made by and in the sole discretion of the EMPLOYER. Even so, changes in assignment shall not be effected without prior consultation with the employee(s) affected. An employee may submit a written request at any time for a change of assignment within the same classification.

Section 3. Vacancies. A vacancy is defined as a bargaining unit position in a specific classification resulting from a newly created job or one which has been previously created but is unfilled. All vacancies shall be posted as provided in Section 1.

In the event employees working in the same classification as a posted position are interested in a change of assignment to the program posted, they may give notice to the EMPLOYER in writing of their desire to be considered for a "change in assignment" as provided for under Section 2 above.

When a bargaining unit position is to be filled, the EMPLOYER shall post a notice of the opening and its classification for ten (10) working days. During this period, interested employees who are eligible may apply by completing an application for same.

Section 4. The EMPLOYER will also post temporary positions caused by leaves of absence that are expected to last longer than three (3) months. When the employee on leave

of absence returns to work, they shall be returned to their original position and the nurse filling the temporary vacancy shall be entitled to her former position if such vacancy still exists. If not, they shall be entitled to apply for any vacancies that exist in the Health Department. In the event no vacancies exist, they shall be entitled to "bump" the least senior employee in the bargaining unit.

ARTICLE 20
NEW CLASSIFICATIONS

The EMPLOYER reserves the right to establish new classifications and rate structures for same. The EMPLOYER shall notify the UNION a minimum of five (5) working days prior to the effective date. In the event that the UNION disagrees with the classification and/or wage rates, it shall so notify the EMPLOYER in writing, within five (5) working days following receipt of notice from the EMPLOYER. The EMPLOYER shall meet and thoroughly discuss the same if so requested by the UNION. In the event the parties cannot reach an agreement, the EMPLOYER shall implement its last best offer.

ARTICLE 21
COMPUTATION OF BENEFITS

Section 1. Any hours paid shall be construed as hours worked for the purposes of computing any benefits provided by this Agreement unless otherwise provided.

Section 2. For part-time employees, completion of two thousand eighty (2,080) hours of work shall be used for the purpose of determining when a nurse shall have completed a year and will be eligible to move to the next experience salary step increase. Those employees who are regularly scheduled to work a minimum of twenty-four (24) hours per week and who, in fact, work at least twenty-four (24) hours per week shall progress on the experience scale on the anniversary date of their date of hire or transfer into the classification or the date the employee began working twenty-four (24) hours.

Section 3. All other benefits for which a part-time nurse is eligible shall be prorated based on the percentage of two thousand eighty (2,080) hours worked by that nurse during that year or the percentage of time worked as compared to the total time period required for that benefit.

Section 4. Employees who are employed to work a forty (40) hour week shall be advanced on the salary scale at the end of one (1) year and annually thereafter until the five (5) year schedule is reached.

IV
COMPENSATION

A. GENERAL

ARTICLE 22
DEFINITION OF EMPLOYEE

Employees shall be defined as follows:

- A. **Full-time.** Registered Nurses who are regularly scheduled to work forty (40) hours per week shall be classified as full-time employees. Full-time employees shall receive all the benefits provided in this Agreement.
- B. **Part-time.** Registered Nurses who are regularly scheduled to work less than forty (40) hours per week, but not less than twenty (20) hours per week shall be classified as part-time employees. Part-time employees shall receive all the benefits provided in this Agreement on a pro-rata formula based on hours worked, unless otherwise indicated.

ARTICLE 23

WAGES

The Chart attached hereto as an APPENDIX sets forth the schedule of compensation for the term of this Agreement.

Section 1. Experience step increases shall be effective the first full pay period following the anniversary date of the date of hire or the date of promotion or transfer into the classification for full-time employees. [However, part-time employees who regularly work at least twenty-four (24) hours per week or more shall progress on the experience steps as though they worked a full forty (40) hour week.] All other employees shall progress on experience steps on the basis of hours paid.

Section 2. Management shall continue to reserve the right to hire in a new employee at a level higher than the "Start" rate for reasons such as previous work experience, educational degrees, and/or certifications, skill levels, etc.

ARTICLE 24

OVERTIME

Section 1. Employees under this contract will be eligible for overtime as required by the applicable provisions of the Federal Fair Labor Standards Act. Overtime shall be calculated for all hours of actual work in excess of forty (40) hours worked in a seven (7) consecutive day period. Compensation will be by one of the following methods:

- A. **Monetary.** Payment shall be computed at the rate of time and one-half of the employee's regular rate of pay. This rate shall be based on the hourly equivalent of the employee's annual salary.
- B. **Compensatory Time.** Upon approval of the Director of Nursing, compensatory time for overtime worked will be permitted at the rate of one and one-half (1-1/2) hours compensatory time for each hour of overtime work. Compensatory time shall not accrue in excess of sixteen (16) hours and shall be used prior to the end of the last pay period in December of each calendar year. Compensatory time not used before the end of the last pay period in December shall automatically be paid in that pay period.

Section 2. Call-back. Call-back shall be defined as the employee's second response to the work station in the same work day, Monday through Friday, and the first response to the work station on Saturday, Sunday and holidays. When an employee is called back to work, her on-duty, paid hours shall include her actual travel time to and from her home to her employment.

Section 3. Court Appearance Time During Non-Scheduled Working Hours. When an employee under this contract is required because of their County position to appear in Court on behalf of the County during a non-scheduled work day, the time so spent in Court shall be counted as hours worked for salary and benefits. The Court appearance must be verified, in writing, by the Court involved in order to receive payment for this leave.

ARTICLE 25
CONTINUING EDUCATION

Section 1. To encourage and assist Registered Nurses in securing additional training which will contribute to their professional growth and development, the County of Shiawassee shall reimburse any registered professional nurse in the bargaining unit, subject to the limitations of Section 4 of this Article, for the cost of expenses of any course, meeting, conference, workshop, seminar, etc., sponsored by professional associations or institutions or sponsored or co-sponsored by the UNION.

Section 2.

- A. Application for reimbursement will be made prior to commencement of the course(s).
- B. Two (2) weeks after the completion of said courses(s), the nurse shall receive full reimbursement as outlined in Section 1 of this Article.
- C.
 - 1. Where the tuition/fee cost of a single course/training session is \$300.00 or greater the EMPLOYER will make advance payment directly to the course sponsor on behalf of the employee.
 - 2. In the event the employee fails to successfully complete the class/training, the employee will reimburse the EMPLOYER by payroll withholding in the first payroll following the date of the class/training.

Section 3. Paid release time from work shall be provided, as needed, to pursue continuing education, without loss of pay. The release time granted each employee for professional growth and development shall not exceed five (5) working days per year and must be approved by the supervisor and/or division head. Specific training mandated by the EMPLOYER shall not be considered a part of this fund of money or the above mentioned release time. The EMPLOYER may approve additional release time of working days upon employee request.

Section 4. The County shall reimburse each non-probationary full-time registered nurse a maximum of Four Hundred Fifty Dollars (\$450.00) per calendar year for continuing education expenses incurred for professional growth and development. Newly-hired employees shall receive a pro-rata amount of reimbursement based on the ratio of months worked. Expenses shall include such items as tuition, registration, lodging, meals,

transportation, mileage, and all other related or incidental costs. The EMPLOYER shall exercise good faith in reviewing and approving the above requests.

Part-time employees who have consistently worked on the job at least twenty (20) hours per week during the prior year shall be eligible for this benefit on a pro rata basis using a two thousand eighty (2,080) hour baseline.

Any unused balance of the Four Hundred Fifty Dollar (\$450.00) allotment, but not to exceed One Hundred Dollars (\$100.00), may be used for the purchase of professional books, journals, and manuals, videos, etc., as approved by the Department Head. Such personal property items shall be the property of the County and shall be relinquished to the County in the event of termination of employment. The items shall be identified by stamping, marking, etc., as "Property of Shiawassee County Health Department."

ARTICLE 26

RETIREMENT/PENSION

Section 1. The EMPLOYER shall provide the MERS C-2 benefit level retirement program with the B-1 base as amended for regularly employed full-time and part-time employees in the bargaining unit. This program is provided through the Michigan Municipal Employees' Retirement System (MERS) and provides normal retirement benefits for employees at age fifty (50) years with a minimum of twenty-five (25) years' of credited service (reduced benefit), at age fifty-five (55) years with a minimum of fifteen (15) or more years' credited service (reduced benefit) or at age sixty (60) years with ten (10) or more years' credited service with the EMPLOYER. The EMPLOYER shall pay the entire cost of the above MERS program.

Section 2. Employees may assume the cost of hospital-medical insurance at the time of retirement pursuant to their COBRA rights.

B. INSURANCES

ARTICLE 27
HEALTH PLAN

Section 1. Health Plan.

- A. The County shall provide hospital-medical insurance for each full-time employee and their legal dependents beginning thirty (30) days following the date of hire subject to the conditions and limitations set forth herein.
- B. The insurance provided shall be Blue Cross/Blue Shield PPO Option 6 with:
- (i) Prescription Drug Rider (\$10.00/\$20.00 Co-Pay) with three (3) month mail-in rider if available from carrier;
 - (ii) \$10.00 office visit Co-Pay;
- or another carrier which provides a comparable benefit level.
- C. Employee Premium Co-Pay.
- (i) All employees who were actively employed by the EMPLOYER on July 31, 2009, shall assume twenty percent (20%) of the premium cost by payroll withholding.
 - (ii) All full-time employees who were hired after August 1, 2009, shall assume thirty percent (30%) of the premium cost by payroll withholding.
- D. Family Continuation. At the employee's option and if available from the carrier, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

Section 2.

- A. At the EMPLOYER's discretion and consistently with State and Federal laws and rules and regulations, the EMPLOYER will offer optional alternative health insurance programs for eligible employees and their legal dependents for so long as the programs remain available.
- B. The EMPLOYER's cost of the above Blue Cross/Blue Shield PPO Option 6 Plan (subject to any caps, maximums or co-pays provided in the collective bargaining agreement) shall establish the benchmark for all EMPLOYER

obligations including, but not limited to, the cash payment option paid directly to the employee as taxable income as provided in Section 3.

- C. In the event the premium cost for an optional Health Insurance Program elected by the employee exceeds that of the EMPLOYER's obligation under the BCBSM-Option 6 Plan, such differential in premium cost shall be paid by the employee through payroll deduction and the employee shall so authorize in writing.

Section 3. Cash in Lieu of Insurance.

- A. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to enroll in any medical insurance provided by the EMPLOYER.
- B. The decision to waive coverage shall be made once per calendar year.
- C. A waiver agreement drafted by the EMPLOYER shall be executed by the employee.
- D. In the event the employee elects to forego medical insurance, the EMPLOYER shall pay an amount equal to twenty-five percent (25%) of the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscribe) or Eighteen Hundred Dollars (\$1,800.00), whichever is less, directly to the employee as taxable compensation at the termination of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.
- E. Employees losing medical coverage from another source shall provide sufficient advanced notice so that the employee and dependents, where appropriate, can be re-enrolled in the health care plan beginning the first day of the month following the effective loss of coverage.

Section 4. COBRA. The employee shall have the option, upon layoff or termination of employment, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

Section 5. Dental Insurance. The EMPLOYER shall provide a Dental Plan within the Health Plan which shall not require participation in the health insurance component of the Health Plan.

Section 6. Vision Insurance. The EMPLOYER shall provide a Vision Plan within the Health Plan which shall not require participation in the health insurance component of the Health Plan.

Section 7. Flex-Plan. Employees may participate in the Flex-Plan Component of the Health Plan.

Section 8. Part-Time Employees. Part-time employees shall participate in enrollment in the health plan on a pro-rate basis.

ARTICLE 28
LIFE INSURANCE

Section 1. The County shall pay the full premium for a Twenty-Five Thousand Dollar (\$25,000) Term Life Insurance policy and a Twenty-Five Thousand Dollar (\$25,000) Accidental Death and Dismemberment policy for each full- and part-time employee.

Section 2. When an employee is on leave of absence because of personal illness or temporary disability, the County shall continue to pay the full cost of life insurance as provided by the County, for a period not to exceed twelve (12) months following exhaustion of sick leave pay.

Section 3. The employee shall have the option, upon termination, of converting the group life insurance policy to an individual policy if allowed by carrier.

ARTICLE 29
DISABILITY PLAN

Section 1. Effective January 1, 2005, following an elimination period of twenty-five (25) work days following the onset of disability, the EMPLOYER shall pay:

- A. Seventy percent (70%) of the Employee's wage rate at the time of onset of disability for a maximum period of ninety (90) calendar days (three (3) months) following date of onset of disability (ninety (90) calendar days less twenty-five (25) work days elimination period = maximum period of disability payment at seventy percent 70%) of wage on date of disability)
- B. (In the event the disability continues following ninety (90) calendar days) A disability payment equal to sixty percent (60%) of the Employee's wage rate at the time of disability for the balance of a total disability period (from the date of onset of disability to a maximum) of three (3) years or for so long as the employee is totally disabled, whichever is less.

Section 2. The County and/or an insurance carrier may require proof of disability to the EMPLOYER's or carrier's satisfaction and definition and/or may require the employee to participate in an independent medical evaluation to be paid by the EMPLOYER.

Section 3. The EMPLOYER shall continue to pay the EMPLOYER contribution of the employee's health, dental and life insurance premiums during the above defined period of disability benefit payment (maximum three (3) year disability period).

Section 4. The EMPLOYER's intent is to provide a disability plan identical in content, coverage, and benefit level to the disability plan in place by the County.

Section 5. Commercial carriers are subject to change by unilateral action of the EMPLOYER. The provisions of the above Sections are intended to reflect the County's plan, and to the extent they differ, the terms of the County's coverage in its plan shall control.

ARTICLE 30

WORKERS' COMPENSATION

Employees will be covered by the applicable Workers' Compensation Law and the EMPLOYER further agrees that an employee eligible for Workers' Compensation income will be paid an amount by the EMPLOYER sufficient to make up the difference between Workers' Compensation and his regular income, not to exceed twenty-six (26) weeks.

C. PAID LEAVE TIME

ARTICLE 31

HOLIDAYS

Section 1.

A. The following holidays are recognized by the EMPLOYER:

New Years Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Presidents Day	Thanksgiving Day
Good Friday	Friday After Thanksgiving
Memorial Day	Day Before Christmas
Independence Day	Christmas Day
Labor Day	Day Before New Years

Section 2. Each full time professional registered nurse will be paid for the above holidays at her regular straight time rate of pay under the following eligibility requirements:

- A. Employee must have worked her last scheduled working day prior to the holiday, and her next scheduled working day after the holiday; provided, however, that a nurse excused from work on one or the other of these days, but not both, shall be deemed to have met the requirements of this paragraph.
- B. When a holiday falls on Sunday, the following day will be declared a holiday. When a holiday falls on Saturday, the preceding day will be declared a holiday.
- C. When the registered professional nurse is required to work on a designated holiday, the nurse will receive:
- (1) pay for that particular day; and
 - (2) two (2) compensatory days to be used as leave with pay at a later date.
- D. Part-time employees shall be paid for holidays in the event the employee is regularly scheduled to work on the holiday. The part-time employee shall be paid for the number of hours which would have been worked but for the holiday.

ARTICLE 32
VACATION LEAVE

Section 1. Accrual Schedule.

After completion of one (1) year (minimum two thousand eighty (2,080) hours), full-time non-probationary employees shall be entitled to ten (10) days paid vacation.

After completion of three (3) years, full-time employees shall be entitled to eleven (11) days paid vacation upon their Anniversary Date.

After completion of four (4) years, full-time employees shall be entitled to twelve (12) days paid vacation upon their Anniversary Date.

After completion of five (5) years, full-time employees shall be entitled to thirteen (13) days paid vacation upon their Anniversary Date.

After completion of six (6) years, full-time employees shall be entitled to fourteen (14) days paid vacation upon their Anniversary Date.

After completion of seven (7) years, full-time employees shall be entitled to fifteen (15) days paid vacation upon their Anniversary Date.

After completion of eight (8) years, full-time employees shall be entitled to sixteen (16) days paid vacation upon their Anniversary Date, and so on until twenty (20) days vacation is earned following completion of twelve (12) years, beyond which level no additional days may be earned.

Section 2. Full-time non-probationary employees shall be eligible to use accrued paid vacation days after one (1) year of service is completed. (No paid vacation may be used in the first year of employment). Time off may be permitted to be taken by the employee during the first year of employment, however, no wages or benefits shall be earned or accrued during the leave.

Section 3. Employees shall not accrue vacation leave while on leave of absence without pay.

Section 4. Vacation may not be used before it is earned.

Section 5. Regular part-time employees who work at least twenty (20) hours per week shall accrue vacation days proportional to the amount of time actually worked.

Section 6. Holidays falling within a vacation period shall not be counted as a vacation day, but shall be a paid holiday.

Section 7. In the event an employee has reason to use Funeral Leave during a period of approved Vacation Leave and such leave is documented to the Department Head's satisfaction, such time may be considered as Funeral Leave use instead of Vacation Leave and will not be deducted from the employee's Vacation Leave.

Section 8. In the event an employee has reason to use Sick Leave during a period of approved Vacation Leave, and if such Sick Leave is for the illness of the employee and 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 the employee's Vacation Leave.

Section 9. Vacation Scheduling. An employee may use vacation only with the prior approval of the Department Head. All vacation requests shall be submitted to and must be approved by the Department Head as to the dates requested and the length of vacation considering the efficient operation of the Department and wishes of the employee. Requests for vacation of five (5) days or longer shall be made to the Department Head at least twenty (20) working days prior to the beginning of the requested vacation. The Department Head shall approve or deny the request within five (5) working days.

The Department Head may grant vacations at his discretion, considering the employee's wishes and efficient operation of the Department.

A vacation may not be waived by an employee and extra pay received for work during that period, except in extraordinary cases and as approved by the Board of Commissioners.

Section 10. Vacation Carry Over. An employee may carry over on the subsequent next anniversary date from the anniversary date on which the vacation time is credited a maximum of fifteen (15) days vacation. Vacation carried over shall be used no later than two (2) years from the anniversary date on which the vacation time is credited. The Department Head may assign a vacation period to employees whenever necessary to insure there shall be no excess vacation time at the conclusion of the employee's next anniversary date.

Section 11. Upon termination of employment, accrued and unused vacation will be paid accordingly.

ARTICLE 33
PERSONAL LEAVE

Section 1. Each full-time and part-time employee paid on an annual basis may be allowed personal leave, subject to the following:

- A. Full-time employees with at least one (1) year of seniority by December 31st of any year shall be credited with four (4) personal leave days to be used in the subsequent calendar year.
- B. Full-time employees with less than twelve (12) months service during the prior year shall be granted one (1) personal leave day at the completion of each three (3) months continuous service up to a maximum of four (4) within any calendar year until they have reached their first anniversary date at which time above shall apply.
- C. Part-time employees with at least one (1) year of seniority by December 31 of any year shall be credited with pro-rata personal time based on the amount of time regularly worked in the previous year.
- D. Part-time employees with less than twelve (12) months service during the prior year shall be credited with pro-rata personal time at the completion of each three months (same as B. above but pro-rated).

Section 2. Personal leave days shall not be cumulative or reimbursable upon termination.

ARTICLE 34

SICK LEAVE

Section 1. Each regularly employed nurse shall earn one (1) sick day per month of compensated time, or twelve (12) sick days per year of compensated time (two thousand eighty (2,080) hours), to be used for paid health leave.

Section 2. Sick leave may accumulate if not used or donated, or paid off, but the total accumulation at any given time shall not exceed thirty (30) sick days.

Section 3. Sick leave shall be earned by part-time employees proportionate to the amount of time (hours) worked.

Section 4. No sick leave shall accrue during unpaid leaves of absence and/or during sick or health leave of absence which are unpaid.

Section 5. Accrued sick time may be donated to other employees with the approval of the Health Officer.

Section 6. The EMPLOYER shall pay off 50% of the accumulated sick leave of employees up to a maximum of 30 days in the event of voluntary termination or retirement. For example, in the event the employee had the maximum accumulation of 30 days, the EMPLOYER will pay an amount equal to fifteen (15) days at the salary rate in place at the time of termination.

Section 7. In case of illness, the employee shall notify their office by telephone or messenger within one (1) hour after duty time.

Section 8. In the event an employee with thirty (30) days of accumulated sick leave accrues additional leave, the leave earned above and beyond the thirty (30) day accumulation shall be cashed out at the rate of fifty percent (50%).

ARTICLE 35
FUNERAL LEAVE

Section 1. Non-probationary employees shall be allowed:

- A. Up to five (5) working days absence from work with pay, at the discretion of the Department Head, as Funeral Leave, to be used for a death in the immediate family. This leave shall not be deducted from Sick Leave. Immediate family is defined as: spouse, child, child-in-law, mother, father, step-child, parent-in-law, step-parent.
- B. Up to three (3) working days shall be allowed for the funeral of a sister, brother, grandparent or grandchild.
- C. Up to one (1) working day shall be allowed for grandparents-in-law, aunts, uncles, first cousins, sister-in-law and brother-in-law..
- D. Up to one (1) working day may be allowed for other family members at the discretion of the Department Head.

Section 2. An employee selected as a pallbearer for the funeral of a County employee may be allowed up to one-half ($\frac{1}{2}$) day Funeral Leave, with the approval of the Department Head. This leave will not be deducted from Sick Leave.

Section 3. With verification, up to three (3) days of Funeral Leave may be granted by the Department Head in addition to the other provisions of this section, in cases which require extended travel.

ARTICLE 36

JURY DUTY; COURT APPEARANCE

Section 1. Jury Duty. Employees ordered to jury duty must show proof and will be required to deposit the jury fee, less mileage and expense allowances, in the Office of the County Clerk. Then the employee will be paid and will accrue all benefits that they would have normally received while not on jury duty. Employees excused from Jury Duty shall return immediately to their County duties.

Section 2. Court Appearance Time During Scheduled Working Hours. This type of leave is provided for an employee subpoenaed as a witness to appear in Court on behalf of the County because of their County position. All witness fees, less mileage, must be deposited with the Office of the County Clerk. The employee shall suffer no loss of salary and benefits.

Section 3. Subpoena for Other than Work.

- A. Leave time shall be approved for employees whose absence results from a subpoena for the employee to appear before a court or state or federal agency.
- B. The employee subject of the subpoena shall provide the EMPLOYER with a copy of the subpoena immediately following service.
- C. The employee subject of the subpoena shall have the option of using accrued paid time or taking unpaid leave for the absence.
- D. The subject of the subpoena shall not be subject to the EMPLOYER's Absenteeism Policy for such absence except where the employee commits fraud.

D. UNPAID LEAVE

ARTICLE 37
HEALTH LEAVE

Section 1. An employee who (1) is unable to work because of illness, injury, or elective surgery and (2) has exhausted all accrued sick leave pay under Article 33 shall be granted a leave of absence without pay upon written request and furnishing evidence of disability.

Section 2. The health leave of absence shall be for the period of disability but not to exceed twelve (12) months unless extended by the employee upon written application and approval of the Health Officer and the County Board of Commissioners.

Section 3. At the employee's option, accrued vacation credit under Article 31 shall be paid during Health Leave.

Section 4. An employee returning from Health Leave must give two (2) weeks notice of their intention to return to work. The employee shall return to the position held prior to the leave or, if that position is not available, to a position to which the employee's seniority and qualifications would entitle them.

Section 5. A nurse hired temporarily to fill a position of a nurse on Health Leave shall be informed at the time of employment or transfer that the position is temporary. The temporary employee shall be notified of the pending return of the nurse whose position is being filled two (2) weeks in advance of the return.

Section 6. During Health Leave the employee shall accumulate seniority. Health, dental and life insurance premiums shall be paid by the EMPLOYER to the extent otherwise required by this Agreement.

Section 7. Health Leave shall be also granted for physical or mental illness in the immediate family, as defined under Funeral Leave, provided the employee's absence is necessary to care for the family member who is ill or to arrange for suitable care for such family member. The exhaustion of sick leave required by Section 1 above shall not apply to this section. The option for use of vacation shall be available.

Section 8. Time granted under this article shall be counted toward the employee's entitlement to Family and Medical Leave Act leave.

ARTICLE 38
FAMILY AND MEDICAL LEAVE ACT
LEAVES OF ABSENCE

Section 1. Unpaid Leave for Family and/or Medical Purposes.

A. General. An employee who has completed twelve (12) months of employment and worked at least 1250 hours for the EMPLOYER in the twelve (12) months prior to a request for an unpaid personal leave of absence may request a leave for a period not to exceed twelve (12) weeks in any one calendar year. All requests must be in writing, must set forth the reason for the request, must set forth the expected duration of the leave and must be approved by the Health Officer. A personal leave of absence may be granted in the following cases:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child; or
4. Because of the birth of a child of the employee and in order to care for such child .

The EMPLOYER shall require employees to exhaust all accrued vacation time prior to the approval of an unpaid leave of absence for the reasons set forth at Sections 2, 3 or 4 above.

The EMPLOYER shall require employees to exhaust all accrued sick time prior to the approval of an unpaid leave for the reason set out at Section 1 above.

When a husband and wife who both are entitled to leave are employed by the County, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.

Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the EMPLOYER agrees to such an arrangement.

Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

It is the intent of the parties that this provision fully comply with the requirements of the Family and Medical Leave Act of 1993.

- B. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to that policy is that the EMPLOYER shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions 1 through 4 listed in the preceding section. In all other circumstances, the EMPLOYER will not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during a personal leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
- C. Reinstatement After Leave. When a leave of absence taken under conditions 1 through 4 of the preceding subsection is granted for more than twelve (12) weeks, or thirty (30) calendar days for any other reason, the EMPLOYER does not guarantee that the employee will be reinstated to their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Department Head.
- D. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the

EMPLOYER with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the EMPLOYER, subject to the approval of the health care provider and;
2. Shall provide the EMPLOYER with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

E. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the EMPLOYER may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it clearly states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;
3. The pertinent medical facts within the knowledge of the health care provider regarding the condition;
4. When applicable, a statement that the eligible employee is required to care for child's, spouse's or parent's condition and an estimate of the period of time that the employee will be needed to provide such care;
5. When applicable, a statement that the employee is unable to perform the functions of the position due to the condition;
6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which

the treatment is expected to be given and the likely duration of the treatment;

7. In cases of intermittent leave or reduced work schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or the reduced work schedule and the expected duration; and
 8. When intermittent leave or a reduced schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or reduced schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- F. Second opinion. In any case where the EMPLOYER has any reason to doubt the validity of the certification as outlined above, the EMPLOYER may require, at the EMPLOYER's expense if not covered by EMPLOYER-provided insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the EMPLOYER concerning any information certified by the original medical certification. The provider of the second opinion shall not be employed on a regular basis by the EMPLOYER.
- G. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the EMPLOYER may require, at its own expense if not covered by EMPLOYER-provided insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the EMPLOYER and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both EMPLOYER and employee.
- H. Subsequent recertification. The EMPLOYER may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

ARTICLE 39
EDUCATIONAL LEAVE

Section 1. Upon written application an employee with one (1) or more years of County service may, at the sole discretion of the County, be granted an education leave of absence without pay to pursue an education in nursing or a related field up to one (1) year.

Section 2. Such leave may be extended by mutual agreement between the employee, the Health Officer and the County Board of Commissioners.

Section 3. No benefits shall accrue during the period of leave. Seniority shall be frozen as of the date leave begins. No insurances shall remain in place during the period of leave except as paid by the employee pursuant to COBRA.

Section 4. A nurse who satisfactorily pursues an educational program for which educational leave was granted shall, upon her return to employment, be entitled to her former position, or if that position is not available, to a position to which her seniority and qualifications would entitle her.

Section 5. An employee granted educational leave may apply their Continuing Education allowance for said leave. The County may also grant additional monies to the employee.

Section 6. At least one (1) employee from the bargaining unit will be eligible for Educational Leave at any one time. The Health Officer has the option to approve additional Educational Leave(s).

ARTICLE 40

LEAVE FOR ELECTED OFFICE

A nurse shall be granted a leave for up to two (2) years without pay or without loss of seniority and accrued benefits to serve in an elected public office.

ARTICLE 41

ABSENT WITHOUT APPROVED LEAVE

Section 1. No employee shall absent herself from duty without permission of the Health Officer.

Section 2. After three (3) days of absence unexplained satisfactorily to the Health Officer, the position may be declared vacant by the Health Officer.

IN WITNESS WHEREOF, the parties have hereunder set their hands this 24th day of September, 2009.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
HEALTHCARE MICHIGAN**

By: Marge Smith
Its: President

By: Rudi Mauch
Rudi Mauch
Its: Business Representative

By: Rockelle Annen
Its: Bargaining Committee
Representative

By: Cindy McBean
Its: Bargaining Committee
Representative

**SHIAWASSEE COUNTY BOARD
OF COMMISSIONERS**

By: [Signature]
Its: Chairperson

By: [Signature]
Its: Health Committee Chair

By: [Signature]
George J. Richette
Shiawassee County Health Officer

By: [Signature]
Lauri Braid
Shiawassee County Clerk

APPENDIX A
COMPENSATION SCHEDULE

The 2008 wages shall remain the same for 2009, and there shall be a wage re-opener for January 1, 2010 and January 1, 2011.

PUBLIC HEALTH NURSE I (NON-DEGREED R.N.)
DIPLOMA AND GRADUATE NURSES

	<u>Effective</u> <u>1/1/2009</u>
Start	\$33,383.51
1 Year	\$35,998.62
2 Years	\$38,453.99
3 Years	\$40,909.34
4 Years	\$42,545.34

PUBLIC HEALTH NURSE I
(BACHELOR'S DEGREED R.N. OR EQUIVALENT)

	<u>Effective</u> <u>1/1/2009</u>
Start	\$35,998.62
1 Year	\$38,453.98
2 Years	\$40,909.34
3 Years	\$42,545.34

PUBLIC HEALTH NURSE II

	<u>Effective</u> <u>1/1/2009</u>
Start	\$42,545.34
1 Year	\$45,817.30
2 Years	\$49,090.65
3 Years	\$52,365.20

**AMENDMENT AGREEMENT
BETWEEN
COUNTY SHIAWASSEE,
BOARD OF COMMISSIONERS,
AND
S.E.I.U. REGISTERED NURSES**

WHEREAS, the Employer and the Union have entered a collective bargaining agreement with a term running from January 1, 2009, through December 31, 2012; and

WHEREAS, the parties recognize the budget pressure which exists for the 2009 budget year; and

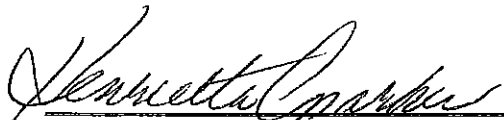
WHEREAS, the parties are agreeable to amending the collective bargaining agreement to implement the changes which would result in significant savings for the 2009 budget year.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, August 17, 2009.
2. The above unpaid furlough hours will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
3. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after August 17, 2009, through December 31, 2009, shall be expressly contingent upon the participation of all other eligible bargaining units except those in the Sheriff's Office.

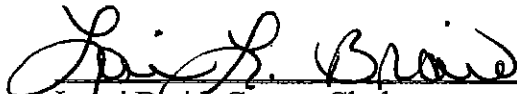
SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

S.E.I.U. REGISTERED NURSES



Henrietta Sparkes, Chairperson
Shiawassee County Board of Commissioners

08-20-09
Date



Lauri Braid, County Clerk

8-20-09
Date



Marge Faville, R.N., President
S.E.I.U. HEALTHCARE MICHIGAN

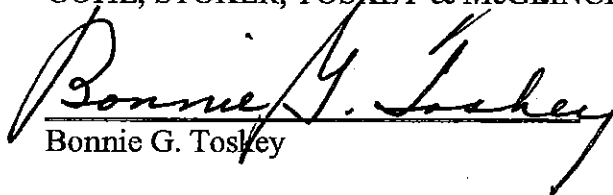
8-14-09
Date



Rudi Mauch
Region 4 Coordinator
S.E.I.U. Healthcare Michigan

8/14/09
Date

APPROVED AS TO FORM:
COHL, STOKER, TOSKEY & McGINCHEY, P.C.



Bonnie G. Toskey

8-24-09
Date