ORIGINAL FOR EXECUTION
FEBRUARY 26, 2020

AGREEMENT

BETWEEN

BAY COUNTY

AND

BAY COUNTY PUBLIC HEALTH REGISTERED NURSES ORGANIZATION

JANUARY 1, 2020 – DECEMBER 31, 2022

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ARTICLE 1
RECOGNITION

SECTION 1 - RECOGNITION

Bay County hereinafter referred to as the County or the Employer, does hereby recognize the Bay County Public Health Registered Nurses Organization; hereinafter referred to as the Organization or the Employee, as the exclusive bargaining representative, as defined in Section II or Act 379, Public Act of 1965 of the State of Michigan and as amended, for a unit consisting of all Registered Professional Nurses and Licensed Practical Nurses employed by the Bay County Health Department, excluding the Nursing Manager, Assistant Nursing Manager, and Supervisors and other employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other terms and conditions of employment.

SECTION 2 - REGISTRATION

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

ARTICLE 2
PURPOSE AND INTENT

SECTION 1 - PURPOSE

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations between the Employer and the Organization in its capacity as representative of the Employees, so as to serve the best interests of the parties and the people of Bay County.

SECTION 2 - COMMUNITY SERVICES

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

SECTION 3 - MUTUAL COOPERATION

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

SECTION 4 – EMERGENCY MANAGER PROVISION

In accordance with the provisions of Public Employment Relations Act (Act 336 of 1947, Section 423.215 (7)), the parties recognize that such Act provides for an emergency manager appointed under the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575, to reject, modify, or terminate the collective bargaining agreement as provided in the local financial stability and choice act, 2012 PA 436, MCL 141.1541 to 141.1575 and that Provisions required by this subsection are prohibited subjects of bargaining under this act.

ARTICLE 3
ORGANIZATION, MEMBERSHIP AND SECURITY

SECTION 1 - MEMBERSHIP

Employees may choose to become members of the Organization or refuse to become members of the Organization, and their choice shall have no effect on upon their employment.

SECTION 2 - SERVICE FEES

If there is a change in the law so that the following is enforceable in whole or in part, then the following provision shall govern the employees covered by this Agreement to the full extent that it is enforceable:

It is agreed that as a condition of employment, all present and future employees covered by this Agreement shall become members of the Organization or agree to pay an equivalent service fee after the thirtieth (30th) day following the beginning of their employment, the signing of this Agreement, or the effective date of this Agreement, whichever is later. The continued employment by the Employer of employees covered by this Agreement shall be conditioned upon payment by such employees of their periodic dues to the Organization or the payment of equivalent service fees. The failure of any employee covered by this Agreement to become a member of the Organization within the period of time herein indicated and maintain membership in the Organization or to pay equivalent service fees shall obligate the Employer, upon written notice from an Organization official to such effect and to the further effect that Organization membership was and is available to such employee on the same terms and conditions as it is available to other applications for membership, to forthwith discharge such employee.

SECTION 3 - EMPLOYEE ROSTER

Names of nurses employed by the Bay County Health Department shall be furnished promptly to the Organization by the Employer. Names of nurses who change positions and are excluded from the bargaining unit shall be submitted to the Organization.

ARTICLE 4
REPRESENTATION

SECTION 1 - REPRESENTATION

The Organization shall be represented in the grievance procedure by the Bay County Public Health Nurses Organization Executive Committee hereinafter referred to as Executive Committee, composed of a maximum of five (5) members of the Bay County Public Health Registered Nurses Executive Board, including one (1) chairman and one (1) co-chairman, chosen by the members of the Organization.

SECTION 2 - COMMITTEE MEMBERSHIP

The Organization will furnish the County with the names of the membership of the Executive Committee and their alternate.

SECTION 3 - EXECUTIVE COMMITTEE

One Executive Committee member shall process grievances at all levels of the procedure, provided, however, that the Committee or the County may request participation of a representative of the Organization when a grievance reaches Step Three (3) of the grievance procedure.

SECTION 4 - GRIEVANCE PROCESSING

One Executive Committee member shall, without loss of time or pay, be permitted to leave his/her work during regular working hours, for the purpose of investigating and presenting grievances to the County, after arrangements have been made with their immediate supervisor or in his/her absence, the designee.

SECTION 5 - STEP (2) REPRESENTATION

On grievances starting with Step Two (2), the Executive Committee may meet at a place designated by the County on the County's property for not more than one-half (½) hour immediately preceding this meeting with the representatives of the County.

SECTION 6 - SPECIAL CONFERENCE

Any problems arising under the representation provision not covered therein, including the establishment of representation areas, shall be proper subject for a special conference.

SECTION 7 - ACCESS BY ORGANIZATION

Representatives of the Organization may visit the nurses they represent for the purpose of representing such nurses in the grievance or special conference procedures, at reasonable times during working hours, provided that there is no interference with

nursing duties. Prior arrangements for such meetings shall be made with the Department Heads.

ARTICLE 5
PAYROLL DEDUCTION FOR ORGANIZATION DUES/ SERVICE FEES

SECTION 1- DUES AUTHORIZATION

The Employer agrees to deduct from the salaries of nurses, dues/service fees for the Bay County Public Health Registered Nurses Organization when authorized in writing by each nurse.

SECTION 2 - DUES CONDITIONS

The Organization shall provide at least thirty (30) days' written notice to the Personnel Department of the amount of Organization dues and/or representation fees to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Personnel Department at least thirty (30) days prior to its implementation.

SECTION 3 - DEDUCTION INSTALLMENTS

Dues/service fees for the nurses' organization shall be deducted in twenty-six (26) installments. Appropriate notice shall be given for a nurse who is on leave or lay-off or for whom for other reason no deduction is made in a given payroll period.

SECTION 4 - ANNUAL DUES ESTABLISHED

The Organization shall, prior to January 1, and thirty (30) days in advance of the start of each fiscal year thereafter, give written notification to the Employer of the amount of the annual dues/service fees which are to be deducted. The amounts of deductions for these dues/service fees shall not be subject to change during the entire fiscal year, except for one (1) mid-year adjustments upon the Organization providing the Employer with thirty (30) days written notice of such change. Part-time employees who are covered by this Agreement shall pay fifty percent (50%) of the organization dues/service fees.

SECTION 5 - DUES REMITTAL

All dues/service fees so deducted shall be sent to the Treasurer of the Organization promptly under procedures to be established by the Employer. The Organization shall be responsible for disbursement of dues/service fees received.

SECTION 6 - HOLD HARMLESS

The Organization agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Organization dues and/or representation fees, or in reliance upon any list, notice, certification or authorization furnished under this Article or the termination of an employee as provided hereunder. The Organization assumes full responsibility for the disposition of the deductions so made once they have been sent to the Organization.

Should legal action be brought against the County pursuant to this article, it shall give notice of such action to the Organization within seven (7) days of service. The County shall give full and complete cooperation to the Organization and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available. The Organization shall have the right to settle any such claims without any costs, prejudice or liability to the Employer. Should the County decide to retain independent counsel in such legal action it shall be responsible for such attorney costs and fees.

ARTICLE 6
MANAGEMENT RIGHTS

SECTION 1 - MANAGEMENT RIGHTS

Except as expressly abridged by any provision of this Agreement, the County reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to determine and from time to time to re-determine the number, location and type of work forces, facilities, operations, and the methods processed and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to discontinue conduct of its mission or operations in whole or in part; to establish and change work schedules, assignments and facility locations; to hire, transfer, promote and demote employees; to lay off, terminate or otherwise relieve employees from duty; to suspend, discharge or discipline non-probationary employees for cause; to use supervisors to perform work of the kind performed by employees of the unit after consultation with the Organization President; and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the County.

SECTION 2 - SUB-CONTRACTING

A. The County agrees that for the duration of this Agreement it will not sub-contract any work that is presently being performed by a member(s) of this bargaining unit except:

1. When there is a vacancy in the bargaining unit which the Employer has been unable to fill notwithstanding it has actively recruited for thirty (30) days and has provided proof thereof to the Organization, or

2. Work which is currently being subcontracted (i.e., IVS and wound care which includes, but is not limited to, enterostomal therapy, ileostomy, colostomy, etc.).

B. The County may hire temporary or substitute employees during the thirty (30) day recruiting period required in "A" above if none of the current employees have applied for the position in issue.

ARTICLE 7
WITHHOLDING OF PROFESSIONAL SERVICES

SECTION 1 - CARE COMMITMENT

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

SECTION 2 - NO STRIKE CLAUSE

Adequate procedures provide for the equitable settlement of grievances arising under this Agreement. The Organization and the members of the bargaining unit under this Agreement, will not engage in, instigate, aid, or encourage any strike, sit-down, stay-in, slow-down, or other similar action.

SECTION 3 - DISCIPLINE/DISCHARGE

The Employer shall have the right to discipline or discharge any employee participating in such activities described in Section 2 above within the Employer's sole discretion, and the Organization agrees not to grieve or oppose such action. It is understood, however, that the Organization shall have recourse to the grievance procedure as to matters of fact in the alleged actions of such employees. The Employer will advise the employee and Organization representative if it believes that any employee or employees are instigating, aiding, or encouraging any strike, sit-down, stay-in, slow-down, or other similar action and will so state in advance of taking any action that the Employer is contemplating.

SECTION 4 - LOCK OUT

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

ARTICLE 8
DEFINITION OF EMPLOYEES

SECTION 1 - FULL-TIME EMPLOYEES

Registered Professional and Licensed Practical Nurses scheduled to work thirty (30) or more hours per week shall be considered as full-time employees. A full-time employee shall be entitled to all benefits under this Agreement except where otherwise indicated.

SECTION 2 - PART-TIME EMPLOYEES

Registered Professional or Licensed Practical Nurses who are scheduled for work for sixteen (16) or more hours, but less than full-time, shall be classified as part-time employees.

They shall:

A. Be paid at the regular rate of a Staff Nurse employed in the same job classification.

B. Advance from the starting step on the salary schedule on the basis of completing the same number of hours as required of a full-time nurse to advance to the next step on the salary schedule.

C. Shall receive the following prorated benefits:

1. Prorated vacation
2. Prorated sick days
3. Prorated uniform allowance
4. Retirement in accordance with Bay County Retirement Ordinance
5. Mileage (not prorated)
6. Prorated life insurance

Other than the above mentioned benefits, part-time employees shall not be entitled to any other benefits under the terms and conditions of this contract.

SECTION 3 - PROBATIONARY EMPLOYEES

There shall be a 960 hours of work probationary period for all new employees. During the probationary period the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee may be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of the employee's last date of hire; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the

duration of such absence. A probationary employee shall not be entitled to sick pay or vacation pay during the probationary period. Upon satisfactory completion of the probationary period, the employee shall be credited with sick pay and vacation accruals dating from the commencement of the employee's current employment. This section shall be effective only for employees hired after the ratification date of this agreement, being May 8, 1995.

SECTION 4 - SUBSTITUTE EMPLOYEE

Registered Professional or Licensed Practical Nurses employed on a temporary basis (1) to fill a vacancy created by a regular employee who, under the terms of the Agreement, is on a personal or medical leave of absence, or on a worker's compensation leave, or (2) due to a vacancy, will terminate employment upon the return of the regular employee to that position (except as provided elsewhere in this Agreement), or when a vacant position is filled. As with probationary employees, the Employer shall have the right to discipline or discharge a substitute employee within its sole discretion and such action shall not be subject to appeal or grievance under this Agreement. (See also Article 26, Section 7.) Substitute employees are not covered under this Agreement.

SECTION 5 – EXTENDED ABSENCE COVERAGE

In circumstances where there is an extended absence of a member, outside a planned leave and when both sides agree that the provision of coverage is essential, management shall meet and confer with the union to discuss a plan to provide coverage with consideration given to seniority and availability. Sole discretion to provide coverage remains the determination of the Public Health Officer.

ARTICLE 9
ROLE OF THE NURSE

SECTION 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 diagnosis, planning, and treatment of community health needs. They provide nursing services to individuals and families at home, at school, at work, and in hospitals, clinics, nursing homes, and other settings. Public Health Nurses participate in educational programs for nurses, community groups, co-workers in public health, and allied professions. In all phases of the work, they emphasize promotion and maintenance of health, prevention of disease and disabling conditions, comprehensive care, including maximum rehabilitation of the sick and disabled.

SECTION 2 - PUBLIC NURSING COMMITMENT

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

SECTION 3- NURSING EXCEPTIONS

Nurses in the Bay County Public Health Department shall not be expected to participate in any procedure of sterilization or abortion, if such procedures violate a nurse's religious conviction or her personal ethical principles.

SECTION 4 - CLERICAL TASKS

The parties agree Public Health Nurses are responsible for recording the nursing portion of electronic medical records. Other routine clerical duties are not the responsibility of Public Health Nurses.

SECTION 5 - COMMITMENT TO HEALTH CARE

The County and Nurses covered by this Agreement agree that they will make every reasonable effort to implement the above definition of functions and responsibilities.

ARTICLE 10
NON-DISCRIMINATION

SECTION 1 - NON-DISCRIMINATION (EMPLOYER)

The Bay County Health Department, engaged in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any Nurse because of race, color, national origin, age, religious affiliation, sex, marital status, membership or activity on behalf of the Organization, or participation in the grievance procedure, or height, weight or non-disqualifying handicaps, as required by law.

SECTION 2 - NON-DISCRIMINATION (EMPLOYEE)

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

ARTICLE 11
USE OF FACILITIES

SECTION 1 - USE OF FACILITIES

The Organization may use available rooms at the Department for Organization meetings, with the prior consent of the Department Head.

The Organization shall have the right to use designated bulletin boards to announce local, regional or state meetings and to otherwise inform its members of matters of professional interest.

In addition, the County will furnish and maintain one (1) bulletin board for the exclusive use of the Organization.

The Organization shall have the right to utilize the County email system to communicate with bargaining unit members regarding union business.

ARTICLE 12
PROFESSIONAL NEGOTIATION PROCEDURE

SECTION 1 - NEGOTIATION DATES

The parties agree that negotiations for a successor contract should commence three (3) to five (5) months prior to contract expiration.

SECTION 2 - JOINT COOPERATIVE PLEDGE

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

SECTION 3 - NEGOTIATION RIGHTS

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party, and each party may select its representatives from outside or within Bay County. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the membership of the Nurses organization and the Employer; but the parties mutually pledge that representatives selected by each shall have the necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations, subject only to such ultimate ratification.

SECTION 4 - CONTRACT SCOPE

Any agreements so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the authorized representatives of the County and the Organization.

SECTION 5 - RELEASE TIME

The County agrees that up to three (3) Organization members engaged during their work shift in negotiations on behalf of the Organization with the County during the term of this Agreement shall be entitled to release time, as needed, without loss of salary, provided each member makes arrangements with his/her supervisor prior to attending negotiations.

ARTICLE 13
CONFERENCES/PROFESSIONAL MEETINGS

SECTION 1 - SPECIAL CONFERENCES

Special Conferences for the improvement of professional working relations, health, safety and nursing standards will be arranged between the Chair of the Organization and the Department Head, upon the request of either Party. These shall be held no more than once monthly unless agreed to by both Parties. Such meetings shall be between the officers of the Organization and the Department Head or his/her designees. They may include a non-employee representative of the Organization and the Employer. Special conferences shall not be used for continued collective bargaining purposes unless mutually agreed to in writing by the parties.

SECTION 2 - CONFERENCE REQUESTS

Requests for such conferences shall be made at least three (3) working days in advance, unless agreed to by both parties, and an agenda for the proposed meeting shall be presented at the time the conference is requested. Such conferences shall be scheduled within ten (10) days after a request is made, and shall be held during regular working hours.

SECTION 3 - CONFERENCE RELEASE TIME

Attendance by members of the Organization at such conferences shall be considered time worked for pay purposes if scheduled during regular working hours, excepting that the President shall be paid if not scheduled to work during the special conference. No more than two (2) employees may attend special conferences unless agreed to by the Department Head.

SECTION 4 - MEETING REQUESTS

Nurses desiring to attend professional meetings shall submit requests to their immediate supervisor.

SECTION 5 - MEETING ATTENDANCE

Nurses may be given time off, without loss of pay, to attend professional meetings within the discretion of the Department Head. If attendance is approved by the Department Head, mileage, meals, overnight lodging and registration fees shall be paid at the County rate under the County's standard travel regulations upon presentation of receipts. Attendance at weekend meetings required by the Bay County Health Department shall be compensated at the regular rate of pay.

ARTICLE 14
GRIEVANCE PROCEDURE

SECTION 1 - GRIEVANCE STATEMENT

The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the Bay County Health Department.

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

SECTION 2 - DEFINITION

A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by an authorized representative of the Organization and an employee must sign same if the grievance affects that specific employee alleging a breach of a provision(s) of this contract. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.

All grievances must be filed within ten (10) working days after occurrence of the circumstances giving rise to the grievance. Otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

SECTION 3 - COMPLAINT

Any employee having a complaint may first take up the matter with his/her immediate supervisor.

If no satisfactory answer or disposition is received within three (3) working days the complaint may be processed as a grievance in the following manner.

Step 1. The employee and his/her representative (a member of the Executive Board) shall, within ten (10) working days after the occurrence of the circumstances giving rise to the grievance or ten (10) working days from the date when the employee should reasonably have known of the occurrence of the circumstances giving rise to the grievance, reduce the matter to written form stating: all facts in detail, all provisions of the contract claimed to be violated, and the relief requested. The Organization officer and the employee affected by the grievance must sign the grievance and submit same to the employee's supervisor. The supervisor shall within five (5) working days give his/her answer in writing.

Step 2. Failing to resolve the grievance in the first step, the Organization shall within five (5) working days of receipt of the Director's disposition, submit the matter in writing to the Administrator of the Bay County Health Department or his/her designated representative. The Administrator or his/her designated representative shall within five (5) working days of receipt of the grievance give his/her answer in writing. If the matter is not satisfactorily settled or adjusted in this stage, the Organization shall then process the grievance as provided in Step 3.

Step 3. Failing to resolve the grievance in the second step, the Organization shall within five (5) working days of the receipt of the Director's disposition submit the matter in writing to the County Executive or his/her designated representative. The County Executive or his/her representative shall within five (5) working days of receipt of the grievance give his/her answer in writing. If the matter is not satisfactorily settled or adjusted in this stage, the Organization may submit the matter to the State Labor Mediation Board. If the mediator cannot schedule a meeting within ten (10) working days, the Employer may bypass this step by notifying the Organization representative in writing. The mediator does not have the authority to bind either party. If the grievance is not settled or adjusted at this step, the Organization may submit the matter to arbitration as described in Step 4.

Step 4. Failing to resolve the grievance in the third step, the Organization may within ten (10) working days of meeting with the mediator submit the matter to arbitration under the rules of the American Arbitration Association.

SECTION 4 - SETTLEMENT

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Organization, and any and all unit employees involved in the particular grievance.

SECTION 5 - PROCESSING

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance which is not appealed by the employee within the time limits prescribed, or any written extension which may be agreed to, shall be automatically closed upon the basis of the last disposition.

SECTION 6 - BACK PAY

The Employer shall not be required to pay back wages for periods prior to the time written grievance is filed; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustment made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within the prescribed times from date of receipt of such pay.

SECTION 7 - ENTERING OR ADVANCING OUT OF ORDER

Grievances may, with the written consent of the parties, be commenced at any stage of the grievance procedure or may, with the written consent of the parties, be advanced and processed out of order.

SECTION 8 - CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that the employee may have received, or could with diligent effort have received from any source during the period in question.

SECTION 9 - LIMITATIONS

The arbitrator shall limit decisions strictly to the interpretation, application or enforcement of this Agreement and shall be without power and authority to make any decision concerning the discipline or discharge of employees for engaging in a strike, slow down or stoppage of work.

SECTION 10 - COSTS OF ARBITRATION

Costs of arbitration shall be shared by both parties evenly. These will be limited to the actual fees of the Arbitrator and necessary room or other accommodations for the hearing only and costs incurred by the parties in presenting their case shall be borne by the party incurring such costs.

SECTION 11 - GRIEVANCE FORM

All grievances must be filed on a grievance form acceptable to both parties.

SECTION 12 - ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Organization and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 15
DISCIPLINE

SECTION 1 - RULES OF CONDUCT

Each nurse will abide by rules of professional conduct and other rules for the smooth operation of the Bay County Health Department and care of patients.

SECTION 2 - CORRECTIVE DISCIPLINE

Discipline that is necessary will be for just cause and will generally be based on verbal warning followed by a written warning before any unpaid time off penalty is assigned unless the infraction warrants more severe disciplinary action, including but not limited to time off or discharge. The above shall not apply to probationary employees.

SECTION 3 - DEPARTMENT RULES

The County reserves unto itself the prerogative of creating reasonable rules for the conduct of nurses within this unit. Management will, however, confer with the Organization for its input prior to rules being placed in effect unless circumstances warrant immediate implementation. The Organization may grieve the reasonableness of a rule.

ARTICLE 16
WORK HOURS AND OVERTIME

SECTION 1 - HOURS OF WORK

A. The standard work week of a full-time Public Health Nurse shall be Monday through Friday, from 8:00 a.m. to 5:00 p.m. including a one-hour unpaid lunch period, and two-paid fifteen minute rest periods one in the morning and one in the afternoon.

B. The Employer may permit nurses to work flexible hours starting between 7:00 a.m. and 9:00 a.m. and ending between 3:00 p.m. and 7:00 p.m. as approved by the Health Officer or his/her designee.

SECTION 2 - OVERTIME

A. Overtime at the rate of one and one-half (1-1/2) times the base rate of pay will be paid to any nurse who works more than forty (40) hours during a seven (7) consecutive day work period.

B. If a nurse and their immediate supervisor or in his/her absence, the designee agree, he/she shall be allowed compensatory time off in lieu of wage payment of any overtime hours at the rate of one and one-half (1-1/2) hours for each hour of overtime worked to be taken at a mutually agreeable time arranged with their immediate supervisor or in his/her absence, the designee.

C. There shall not be compounding or pyramiding in the calculation of overtime compensation.

D. Prior approval from a supervisor is required before a nurse is permitted to work overtime.

E. No nurse shall be required to work more than ten (10) hours in any twenty-four (24) hour period without his/her consent unless there is an emergency or staff shortage due to a combination of scheduled vacations, employee illness, etc. In that event, the "on-call" nurse shall also have been called.

F. Any nurse who is required to work on a Saturday, Sunday or holiday shall receive a minimum of four (4) hours pay at his/her regular hourly rate for each day or one and one-half (1-1/2) times his/her hourly rate on a Saturday or two (2) times his/her hourly rate on a Sunday or holiday whichever is greater.

SECTION 3 - CHANGE IN WORK SCHEDULE

When the employee's work schedule is changed for the convenience of the County, without proper notice (at least twenty-four (24) hours prior to the start of the regular shift), the employee shall be paid one and one-half (1-1/2) times the employee's regular rate for the hours worked on the different schedule unless there is an emergency or staff shortage.

SECTION 4 - WEATHER RELATED WORK

During extreme weather conditions (i.e. - below zero temperatures, wind storms or heavy snow) the Employer will provide relief from regular duty calls that would be considered hazardous to the employee. Patient calls of an emergency or medically required nature will be made if at all possible. The determination of extreme weather conditions is reserved to the Employer and other work will be assigned during this time. Such assigned work must be in keeping with the duties of the Public Health Nursing Profession.

SECTION 5 - COUNTY CLOSING

In the event County buildings have been closed by the County Executive, unit members will be paid in accordance with the Bay County Service Interruption Policy in force at the time of the closure.

ARTICLE 17
HOLIDAYS

SECTION 1 - HOLIDAYS

A. The following days are recognized as Holidays for pay purposes:

Holiday
New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
Independence Day
Labor Day
General Election Day*
Veteran's Day
Thanksgiving Day
Friday Following Thanksgiving
Christmas Eve Day

Christmas Day
New Year's Eve Day
Plus three (3) personal holidays to be scheduled with the Department Head.

* General Election Day shall be eliminated as a holiday if the full-time general Steelworkers unit eliminates the same. If the General Election Day Holiday is eliminated, an additional annual 1/2 day (4 hours) personal leave time will be provided to employees who have been employed by the Employer for at least five (5) years. Part-time employees shall receive pro-rata personal leave time pursuant to the above.

SECTION 2 - HOLIDAY PAY

Each nurse will be paid for these holidays at his/her regular straight time rate of pay, under the following eligibility requirements: He/She must have worked his/her last scheduled working day prior to the holiday, and his/her next scheduled working day after the holiday, provided, however, that a nurse excused by the County from work on one or the other of these days, but not both, shall be deemed to have met the requirements of this paragraph. When any of the above holidays fall on a Saturday or Sunday, they will be recognized and paid as such on Friday or Monday, respectively, except when that Friday or Monday is also a holiday then Thursday or Tuesday, respectively, shall be recognized and paid as the holiday. A part-time employee (an employee regularly scheduled to work less than 30 hours per week) who is scheduled to work on a day on which a holiday falls shall receive holiday pay.

SECTION 3 - HOLIDAY/VACATION OVERLAP

When a holiday falls within a nurse's vacation period, and he/she is absent from work because of his/her vacation, he/she will be paid that holiday and the day shall not count as a vacation day. Recognized County holidays, falling within the vacation period, are not considered vacation days.

ARTICLE 18
VACATIONS

SECTION 1 - VACATION SCHEDULING

An effort will be made to give each Registered Nurse and Licensed Practical Nurse his/her vacation at the time he/she prefers, subject to Sections 5 and 6 below.

SECTION 2- VACATION ACCRUAL

After twelve (12) consecutive months of employment, each employee shall receive twelve (12) paid working days of vacation each year. Vacation leave is earned from the commencement of employment, but may not be used until an employee shall have completed six (6) months of continuous service. Vacation for an employee on staff less than one (1) year shall be based on one (1) day per month.

SECTION 3 - VACATION PRORATION

Vacation for regular part-time employees is computed in proportion to the number of hours employed during each month of the year.

SECTION 4 - MERIT VACATION

In addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

1 year - 12 days
2 years - 12 days - 1 merit
3 years - 12 days - 2 merit
4 years - 12 days - 3 merit
5 years - 12 days - 4 merit
6 years - 12 days - 5 merit
7 years - 12 days - 6 merit
8 years - 12 days - 7 merit
9 years - 12 days - 8 merit
10 years - 12 days - 9 merit
11 years - 12 days - 10 merit (maximum)

For employees hired after December 31, 1994, in addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

3 and 4 years - 1 merit day
5 and 6 years - 2 merit days
7 through 9 years - 3 merit days
10 through 14 years - 5 merit days
15 years - 10 merit days

SECTION 5 - VACATION SELECTION

Selection of vacation dates shall be made on the basis of seniority. The most senior employee shall make his/her selection first followed by the next most senior until all employees qualified for vacations shall have made their selection.

SECTION 6 - VACATION POSTING

Vacations master schedules shall be posted on the department bulletin board from January 1st through March 31st of each year for the employees to make their vacation selections along with a seniority list of employees.

SECTION 7 - VACATION CANCELLATION

Should an employee be ill, disabled, or faced with emergency at the time for the beginning of his/her vacation as scheduled, he/she shall be permitted to change his/her vacation if the operational needs of the Department can be met with existing staffing.

SECTION 8 - VACATION ADJUSTMENT

Employees may trade vacation periods by mutual consent of the employees affected and the Department Head, provided overtime does not result due to the trade.

SECTION 9 - VACATION/HOLIDAY OVERLAP

Recognized County holidays, falling within the vacation period, are not considered vacation days.

SECTION 10 - VACATION USE BY HOURS

Vacation may be taken in any unit from half (1/2) hour to the maximum available in half (1/2) hour increments. Available vacation shall include the amount carried over from the previous year and the maximum for the current year. If an employee terminates prior to earning vacation already used, the Employer may recover said amount. The method of recovery shall include deduction of said amount from monies earned by that employee.

SECTION 11 - UNUSED VACATION

Unused vacation days can be carried over for use in the following year up to a maximum of twenty (20) days. Pay for unused vacation days beyond twenty (20) shall be allowed only if the employee's request to use paid vacation was denied because of staffing considerations. An employee who has his/her vacation scheduled and approved and then becomes incapacitated due to illness or injury, may then carry over that scheduled vacation if they cannot take the same by the end of the year. The Employer may require medical verification of the illness or injury.

ARTICLE 19
SICK LEAVE

SECTION 1 - SICK LEAVE ACCRUAL

Sick leave for each permanently employed full-time professional nurse shall be one (1) work day with pay for each month of service. For the purpose of this section, a month of service is complete when the employee has worked eleven (11) days in any one month. Any permanent employee who renders part-time services shall be entitled to sick leave prorata for the time actually worked at the same rate as that granted full-time employees. Unused sick leave may be accumulated up to a maximum of 90 days. Any employee who is on sick leave shall be entitled to all fringe benefits as if they were working, except holiday pay.

SECTION 2 - SICK LEAVE/DEATH OR RETIREMENT

An employee who is eligible for retirement and dies before retirement, or retires from the County service and is entered on the retirement or pension roll of the County, shall upon such death or retirement, be paid for one-half of her unused accumulated sick leave at the time of death or retirement to a maximum of forty-five (45) days.

SECTION 3 - SICK LEAVE/EMPLOYEE TERMINATION

Any employee who leaves the employ of the County having accumulated at least twelve (12) years of service, shall be paid one-half of his or her accumulated sick leave at his or her prevailing hourly rate not to exceed $3,025.00.

SECTION 4 - EXCESS SICK LEAVE

In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one day of vacation time will be added for each two (2) full days of excess sick leave accumulation, i.e. 10 days = 5 days vacation; 13 days = 6 days vacation.

SECTION 5 - SICK LEAVE USE

Paid sick leave may be used when illness or disability prevent an employee from working or for necessary absence from work for the purpose of keeping an appointment with a doctor.

An employee may use up to ten (10) days of accumulated sick leave per year for serious illness in the family. For the purposes of this Section, the immediate family shall be defined as the employee's spouse, employee's legal dependents, children, stepchildren, parents; serious illness shall be defined as an illness of a serious nature which involves the hospitalization or treatment by a physician of a member of the immediate family and requiring the presence of the employee.

SECTION 6 - SICK LEAVE BY HOUR

Sick leave may be taken in any unit from one (1) hour to the maximum available in half (1/2) hour increments.

SECTION 7 - ABUSE OF SICK LEAVE

For sick leave exceeding five (5) days, or when the Employer reasonably believes the employee is abusing sick leave, a physician's statement may be required attesting to the employee's ability to return to work, or verify that the employee was ill. Falsification of information required under this section shall subject the employee to disciplinary action up to and including discharge. Should the Employer determine that additional verification of such a statement is necessary, the Employer may require that the employee submit to examination by a physician of its choice.

SECTION 8 - MEDICAL DISPUTE

The Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of medical leave or worker's compensation leave. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, it will submit a report from a doctor selected by the employee. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that examination, the Employer shall take appropriate action. Prior to requiring a mental examination, the Employer shall provide 24 hours prior notice to the employee and the Organization President or Steward.

ARTICLE 20
WORKERS' COMPENSATION

SECTION 1 - COMPENSATION COVERAGE

The County shall provide coverage for all nurses under the Michigan Workers' Compensation Act.

Any nurse whose injury, illness or disability is accepted under the Michigan Workers' Compensation Act may, at their option, utilize his/her sick pay benefit during the statutory one (1) week waiting period, and to supplement the statutory benefits payable thereafter to make up the difference between his/her compensation coverage and his/her regular pay.

Under no circumstances shall an employee receive more money when on workers' compensation than he/she would receive working.

ARTICLE 21
PROMOTIONS AND EVALUATIONS

SECTION 1 - PROMOTIONAL OPPORTUNITIES

Nurses on staff who demonstrate present ability, skills, qualifications, and aptitude for positions of increased or different responsibility shall be given consideration for promotion and/or placement when vacancies occur. The Employer reserves the right to select the best qualified applicant.

SECTION 2 - VACANCY POSTING

The County shall, whenever a job vacancy exists or a newly created position is established, post on the department's bulletin boards a notice of such vacancy or newly created position for a period of not less than ten (10) calendar days. Any nurse qualified for the position may file a written notice thereof with the department by the deadline set in such notices.

SECTION 3 - PROMOTIONAL CONSIDERATIONS

Seniority shall be one factor considered by the County in filling the job vacancy or new position. Seniority is defined as the length of continuous service as a County employee of a nurse who has completed the probationary period.

SECTION 4 - EVALUATION

Each nurse shall receive a written evaluation of his/her work performance annually. The evaluation shall be reviewed with the nurse. In the event a seniority employee receives an unsatisfactory evaluation; he/she may submit a written dissenting opinion which shall be attached to the evaluation and/or submitted to a special conference.

ARTICLE 22
SALARY/CLASSIFICATION

SECTION 1 – SALARIES

A. Salaries for full-time and part-time nurses shall be paid in accordance with the salary schedule attached hereto and made part of this Agreement.

B. Each Registered Nurse or L.P.N. shall be placed on the salary schedule according to the length of his/her employment with the Bay County Health Department, and credit may be given for previous experience, with appropriate verification as listed below, subject to approval of the Director of the Health Department.

1. A Registered Nurse who has had Public Health Nursing Experience by working in a recognized agency (Health Department, W.H.O., Bureau of Indian Affairs, Home Health Nursing, etc.) may be given credit on the salary schedule for one-half of his/her years of such experience.

2. A Family Planning Nurse Practitioner with experience in his/her clinical expertise, for example, OB-GYN Office, Family Planning, Planned Parenthood, may be given credit on the salary schedule for one-half of his/her years of such experience.

3. A Registered Nurse or L.P.N. who has general nursing experience, such as in a hospital setting, may be given credit on the salary schedule for 100% of his/her experience at the sole discretion of the Health Officer with approval by the Board of Commissioners.

4. On the yearly anniversary of her date of employment, he/she shall advance in accordance with the salary schedule until the top level is achieved.

C. A nurse who, upon request, temporarily assumes for a period of one (1) day or more, the duties and responsibilities of a position of greater than his/her normal

responsibility, shall be paid at the higher salary schedule rate for such full days of temporary service.

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

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

SECTION 2 - CLASSIFICATIONS AND POSITIONS

Each nurse shall be paid according to the salary schedule within the appropriate classification. If a nurse is assigned between classifications or works less than full-time in a classification, his/her salary shall be prorated accordingly.

A. **Public Health Nurse** - A registered nurse who is a graduate of (1) a baccalaureate program in nursing accredited by the National League of Nursing or (2) an approved diploma school of nursing who has been employed by the Bay County Health Department for over five (5) years and has assumed district responsibilities, or (3) a nurse possessing an associate's degree in nursing.

B. **Bachelor of Science in Nursing** - A registered nurse who is a graduate of a bachelor of science degree program in nursing at an accredited college or university. All nurses employed on the date of ratification of this contract in 1993, who hold bachelor degrees in any field shall be grandfathered in the BSN schedule.

SECTION 3 - SALARY CREDIT

The salary structure as defined in the schedule is based on credit for experience in nursing.

SECTION 4 - PART-TIME EMPLOYEES BENEFITS

All benefits provided for in Article 8, Section 2, for regular part-time employees will be prorated based on the number of hours worked (during a one year period) in relation to 2,080 hours.

SECTION 5 - SALARY STEP PLACEMENT

When a nurse is promoted in series, he/she will be paid in minimum of the new class or the next highest rate level in the new class over his/her old rate, whichever is greater.

SECTION 6 - SALARY ADVANCEMENT

Full-time nurses (those regularly working 30 or more hours per week) shall advance 1 step on the salary schedule within their classification on their anniversary date of employment or transfer into another classification.

Part-time nurses (those regularly working less than 30 hours per week) shall advance one step on the salary schedule within their classification after working 1,560 hours from (1) their date of hire or (2) their date of transfer into a classification or (3) their last date of salary progression within a classification. This provision shall take effect January 1, 1993.

SECTION 7 - SALARY OVER-RATE

All full time nurses qualified to perform duties at the Bay County Law Enforcement Center or the Juvenile Care Facility shall receive $750 annually. This payment shall be approved by the Supervisor and Health Officer in the first quarter of the year subject to the availability of funds. This payment shall also apply to part-time employees on a pro-rata basis.

IN THE EVENT THAT THE COUNTY SUFFERS A REDUCTION IN REVENUE SHARING OR OTHER SOURCE OF INCOME, THE PARTIES WILL MEET UPON THE REQUEST OF THE EMPLOYER WITH RESPECT TO MUTUALLY AGREEING ON POSSIBLE MEASURES TO RESOLVE THE PROBLEM, INCLUDING THE POSSIBLE DEFERRAL OF WAGE INCREASES OR OTHER REDUCTIONS.

PUBLIC HEALTH REGISTERED NURSES ORGANIZATION
SCHEDULE OF IN-RANGE SALARY PROGRESSION

The Wage Schedule below for the period January 1, 2020 through December 31, 2022 reflects a 2% increase effective January 1, 2020 and a 1% increase effective January 1, 2022.

The wages for all employees are listed in the County's Wage and Salary Program according to the wage schedules, and are in effect for the duration of this agreement.

Employees on the rolls effective January 1, 2020, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2019, to be paid no later than the end of the third quarter in 2020. In lieu of receiving a lump sum as described, employees may request an additional three (3) days off, providing their supervisor agrees. Such applications must be submitted no later than March 1 of the year. Failure of the supervisor to approve the application for any reason or no reason shall not be a basis of a grievance.

Employees on the rolls effective January 1, 2021, shall be paid a lump sum payment of 1% of their gross wages for calendar year 2020, to be paid no later than the end of the third quarter 2021. In lieu of receiving a lump sum as described, employees may request an additional three (3) days off, providing their supervisor agrees. Such applications must be submitted no later than March 1 of the year. Failure of the supervisor to approve the application for any reason or no reason shall not be a basis of a grievance. In addition, employees on the rolls effective January 1, 2021, shall be paid a lump sum payment of $500 to be paid no later than the end of the third quarter in 2021.

Employees on the rolls effective January 1, 2022, shall be paid a lump sum payment of $500 to be paid no later than the end of the third quarter in 2022. In addition to this lump sum, employees will receive three (3) additional personal days to be utilized in 2022.

Wage Scale Effective January 1, 2020 through December 31, 2021 (2% Increase)

	Hire	1 Year	2 Year	3 Year	4 Year
RN (NN05)	$22.55 $1,804.00	$23.40 $1,872.00	$24.25 $1,940.00	$25.09 $2,007.20	$25.95 $2,076.00
BSN (NN08)	$22.73 $1,818.40	$23.72 $1,897.60	$24.70 $1,976.00	$25.68 $2,054.40	$26.67 $2,133.60

Wage Scale Effective January 1, 2022 through December 31, 2022 (1% Increase)

	Hire	1 Year	2 Year	3 Year	4 Year
RN (NN05)	$22.78 $1,822.40	$23.63 $1,890.40	$24.49 $1,959.20	$25.34 $2,027.20	$26.21 $2,096.80
BSN (NN08)	$22.96 $1,836.80	$23.96 $1,916.80	$24.95 $1,996.00	$25.94 $2,075.20	$26.94 $2,155.20

If the Health Officer, in his or her sole discretion, determines that an applicant has the requisite qualifications and essentially the same job duties from previous employment, the Health Officer is authorized to recommend to the Board of Commissioners that the employee be hired at an appropriate level reflecting that experience. This decision is not subject to the grievance procedure.

ARTICLE 23
SENIORITY, LAY-OFF, RECALL, TRANSFERS

SECTION 1 - PROBATIONARY SENIORITY

There shall be no seniority among probationary employees.

SECTION 2 - SENIORITY DEFINITION

For the purpose of lay-off and recall, seniority shall mean length of continuous service with the County Health Department since last date of hire or transfer.

SECTION 3 - LOSS OF SENIORITY

A nurse shall lose his/her seniority for the following reasons only:

A. He/She quits.

B. He/She is discharged and the discharge is not reversed through the grievance procedure.

C. When he/she retires.

D. He/She is absent for three (3) consecutive working days without notifying the Employer unless it is beyond her control to notify the Employer. Exceptions may be made by the Employer in extenuating circumstances. After such absence, the Employer will send written notification to the employee at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated.

E. Layoff for two (2) years or for a continuous period equal to the seniority acquired at the time of such layoff, whichever is less.

F. He/She is convicted of or pleads guilty to a felony.

G. Intentionally falsifies his/her employment application or other Employer records.

SECTION 4 - LAY-OFF

Any lay-off of nurses shall be made by inverse order of their seniority within their classifications and program. There shall be separate seniority lists for Registered Nurses (including both Public Health Nurse and Bachelor of Science in Nursing) and Licensed Practical Nurses and Nurse Practitioners.

No nurse in the affected classification shall be laid off while any probationary, temporary or seasonal employee is still employed in the classification and program affected by the layoff.

SECTION 5 - NOTICE OF LAY-OFF

The County shall give written notice to all affected employees and the Organization on any proposed lay-off. Such notice shall be submitted at least ten (10) working days prior to the effective date thereof by mail or hand delivered to the affected employee. If notice is sent by mail, it shall be sent to the employee's last known address given to the Employer by the employee.

SECTION 6 - RECALL FROM LAYOFF

Employees to be called back to work from layoff shall be called back on the basis of classification and their seniority. Notice of recall by the County shall be by certified or registered mail, or hand delivered, to the employee's last known address. It shall be the obligation of the employee to provide the Employer with a current address and telephone number. An employee subject to recall shall give notice to the Employer of his/her intent to return within three (3) days of receipt of the notice, and shall return to work within five (5) calendar days of the receipt of said notice, or forfeit all recall rights.

SECTION 7 - TRANSFERS

When a nurse is transferred to a County position not included in the unit and is thereafter transferred back into the unit, she shall have accumulated seniority and retained all rights for the purpose of any accrued benefits provided for in this Agreement for a period not to exceed ninety (90) days.

SECTION 8 - BUMPING

When a bargaining unit nurse's hours are involuntarily eliminated or reduced (including as a result of a bump under this section), the affected nurse shall be entitled to exercise his/her seniority to bump (displace) any less senior nurse in the same classification, regardless of program, who is assigned to work a greater number of hours, provided that he or she has the skill and ability to perform the job within a 30 calendar day trial period. Should there be no less senior nurse in the same classification who is assigned to work a greater number of hours, a nurse whose hours are involuntarily eliminated or reduced shall be entitled to bump a nurse in a lower classification working a greater number of hours, provided that he/she has the skill and ability to perform the job within a 30 calendar day trial period. A nurse whose hours are eliminated or reduced shall notify the director in writing within 48 hours of her receipt of the notice of layoff of his/her decision to exercise the bumping rights outlined in this Section.

ARTICLE 24
NOTICE OF TERMINATION OF EMPLOYMENT BY EMPLOYEES

At least two (2) weeks written notice of termination of employment shall be given to the County by an employee. Failure to provide such notice shall result in forfeiture of vacation and/or sick leave payout which the employee may be otherwise entitled to at the rate of 1/10 per day that notice has not been provided. The Employer may waive the two (2) week notice by so stating in writing.

ARTICLE 25
JURY DUTY - COURT TIME

SECTION 1 - JURY DUTY

A. A nurse who is called for jury duty shall notify their immediate supervisor or in his/her absence, the designee immediately upon receiving notice of such call.

B. If a nurse serves on jury duty during the days when he/she would normally be scheduled to work, the County will provide a jury duty pay supplement to make up the difference between the jury duty earnings and her normal weekly pay check, upon her presentation of a written statement of his/her jury duty earnings from the proper Court Officials. At the employee's option, he/she may receive her full pay and turn over any and all jury duty pay, except mileage or expenses. If excused from jury duty with two (2) hours or more remaining on his/her work schedule if in Bay County, or four (4) hours or more if outside of Bay County, the employee shall return to work.

C. Jury Duty shall be considered as scheduled time worked.

SECTION 2 - COURT TIME

A. A nurse who is called as a witness in a Judicial proceeding for reasons arising out of her County employment, shall notify the Director of Nursing immediately upon receiving notice of such call.

B. If a nurse is called as a witness in a Judicial proceeding for some reasons arising out of his/her County employment, during the days when he/she would normally be scheduled to work, the County will provide a duty-pay supplement to make up the difference between the court time earnings and his/her normal weekly paycheck upon his/her presentation of his/her written statement of his/her court time earnings from the proper court officials. At the employee's option, he/she may receive his/her full pay and turn over any and all court time pay, except mileage or expenses.

C. Witness time shall be considered as schedule time worked.

ARTICLE 26
LEAVE OF ABSENCE

SECTION 1 - PERSONAL LEAVE

A. Personal leaves of absence, without pay, for reasons other than specifically provided elsewhere in this Agreement, but not for the purpose of looking for, seeking or securing work elsewhere, may be granted by the County upon written application by an employee.

B. When a personal leave of absence under this provision is granted for a specific period of not more than one hundred and eighty (180) days, the individual shall be entitled, at the termination of such leave, to be reinstated at the same level and type of position the individual held at the time the leave was granted.

C. When personal leave is granted for a period of more than one hundred eighty (180) days, the employee's position will not automatically be held open for her. He/She shall be reemployed after return from leave, if and when employment is available at the same level and type of position previously held, or at such other position and level in which there may be an opening.

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

E. Seniority, vacation time, accumulation of sick leave, health insurances, holiday pay or other employee benefits shall not accumulate or continue to be paid during leaves of absence of this nature, however, such accrued benefits and seniority shall be frozen during the time of the leaves. Leaves of ten (10) working days or less shall not be subject to this provision.

F. Extensions of nurse's personal leave of absence may be granted by the County, when requested by the nurse in writing.

SECTION 2 - MATERNITY LEAVE

Maternity leave shall be treated the same as a leave for any other temporary disability or illness.

SECTION 3 - MILITARY LEAVE OF ABSENCE

Application for military service leave of absence shall be made to the County in writing as soon as the nurse is notified of her acceptance in military service and in any event, not less than two (2) weeks prior to her departure. A nurse on military service leave shall retain any unused sick leave or vacation time accrual, and her rights under

such leave shall be governed by applicable federal and state statutes and court decisions.

SECTION 4 - EXTENDED ILLNESS LEAVE

A leave of absence without pay granted because of illness following the exhaustion of a nurse's accrued sick leave may be granted for a period of up to one (1) year without loss of employment status or any benefits accrued at the date of commencement of leave. Said request shall be accompanied by a physician's certification as to the necessity of the requested leave and the Employer may require an employee to be examined by a doctor of its choosing at County expense. The restrictions in Section 1 (E) shall apply here.

SECTION 5 - EDUCATIONAL LEAVE

Upon written application, a nurse may be granted an unpaid leave of absence to pursue a full-time education program in nursing or a related field for up to two (2) years without loss of accrued benefits. Fringe benefits shall not continue and the restrictions in Section 1(E) shall apply.

SECTION 6 - EMERGENCY LEAVE

A. In the event of death in the immediate family, a nurse will be granted a leave of absence with pay for a period not to exceed three (3) days from date of death. Additional time shall be granted for extenuating circumstances. In any case, total leave is not to exceed five (5) working days and shall be used within 30 days from the date of death. Exceptions may be granted by Employee's Supervisor if arrangements for the deceased are not within 30 days within the date of death.

B. Immediate family is defined as a wife, husband, child, brother or sister, spouse of brother or sister, parents or parents of spouse, grandparents or grandparents of spouse, grandson or granddaughter, uncle or aunt, anyone living in the immediate household and effective upon execution of this contract by the parties in 2004, step-child, son-in-law and daughter-in-law. Effective upon execution of this contract in 2012, brother-in-law, sister-in-law and step-parent are added. The Health Department Director will be notified in writing of such residence upon acceptance of this Agreement and annually thereafter and as such residence changes occur. Failure to comply with this notification procedure will negate any consideration under this provision.

SECTION 7 - SUBSTITUTE EMPLOYEE

A "substitute employee" may be used for regular employees while on "leave of absence," as defined herein, and employment shall terminate with return of the regular employee to that position, except as otherwise provided herein. The "substitute employee" shall be paid at the appropriate pay rate for the classification and shall not

accumulate seniority or other benefits during this temporary assignment. Such persons shall not be covered under this contract.

SECTION 8 - JOB SHARING

Two employees may propose to work one full-time equivalent position with the complement of the fringe benefits of one full-time employee allocated as the employees agree upon. This type of arrangement shall only be implemented with the Employer's full approval which approval shall be contingent, in part, upon the approval of benefit carriers. In no case shall health/life insurance be divided between the employees. Nor shall the total cost of fringe benefits exceed that of one full-time employee. Holiday pay shall be paid to the employee regularly scheduled to work the holiday.

ARTICLE 27
BENEFITS

SECTION 1 - UNIFORM ALLOWANCE

After completion of the probationary period (or four-hundred eighty [480] hours of work in the case of a part-time employee), a uniform allowance of $300 for initial purchases will be paid after employment. An annual up-keep and replacement allowance of $425 shall be paid semi-annually in two equal installments on or after January 1 and July 1 of each year (payment is based upon the prior six [6] months employment). Effective January 1, 2014, the uniform allowance has been increased to $500 (payable in two equal installments on or after January 1 and July 1 of each year – payment is based upon the prior six (6) months employment. Standards of dress and clothing maintenance shall be set and enforced by the Health Officer and his/her designee. Employees who have not yet received their initial uniform allowance will not be required to dress in accordance with the uniform policy, but must dress professionally.

SECTION 2 - MILEAGE

A. The Employer agrees to pay mileage to all County employees who are required to use their personal car for and while on County business.

B. The mileage allowance shall be the Internal Revenue Service allowable deduction rate effective on the date any such change is officially announced by the I.R.S.

C. The County may require proof of insurance for employees required to use their personal car on County business.

SECTION 3 - ANNUAL PERSONNEL PRINT-OUT

At least annually and more often if required, the County will submit a list of all nurses employed by the County to the Organization. The list shall include names, addresses, classifications, and date of hire.

SECTION 4 - MEDICAL AND HOSPITALIZATION INSURANCE

The COUNTY will provide the following options for medical/hospitalization coverage:

- Blue Cross Blue Shield of Michigan (BCBSM) Preferred Provider Organization (PPO) with dental, vision and orthodontic riders

The Employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverage (medical, prescriptions, dental, vision).

The Employer will notify the Union immediately of any change or proposed change in health insurance carriers or covered benefit levels.

A. PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 ($1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the $1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to $900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

Any employee who elects Payment in Lieu of Health Insurance Coverage may elect at the same time to be enrolled in dental and/or vision coverage. The amount the

employee will receive for Payment in Lieu of Health Insurance will be determined by deducting the cost of the dental and/or vision coverage from $1,800 (example: On January 1 employee elects family dental coverage for which the annual cost is $1,200, the employee will be paid $600 cash in lieu of health coverage). For elections made after January 1 of any year, both the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be prorated.

(With respect to couples who both currently work for Bay County in which one receives the Payment in Lieu of the Health Insurance Coverage ("Payment") and the other receives Health Insurance Coverage from the County, this Payment provision shall sunset with the expiration of this collective bargaining agreement,

(Only those couples described in (d) above who received this Payment in 2016 shall be eligible to continue to receive it during the course of this collective bargaining agreement.

The provisions of (d) and (e) above do not apply to any other employees receiving this Payment.

B. METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS

Effective July 1st of each year subsequent to 2003, employees' contributions shall be fifteen percent (15%) of the rates that are developed based upon the preceding calendar years' actual cost of the Blue Cross Blue Shield Self-Insured Administrative Services Contract (ASC). In the event that any component of the health insurance benefit (medical, prescription drugs, dental, vision), can be provided by an alternate carrier or if a program is added (as in the case of the Medtipster program), with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar years' actual cost of all programs combined.

C. RETIREES

Effective upon execution of this agreement by the parties in 2003, retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees who are eligible for Medicare shall select only the Blue Cross Blue Shield CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

The County shall provide paid health care benefits for the retiree's current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. Retirees can elect to cover eligible dependent children with the cost to cover eligible dependent children to be paid 100% by the retiree.

Health care benefits for an eligible spouse shall be paid for, under the terms provided in the preceding paragraph for as long as retirement benefits are being paid to the retiree or in the event of the retiree's death, the spouse remains eligible for health care benefits for as long as he/she receives a Bay County pension as a beneficiary.

Effective for employees hired on or after January 1, 2007, the employer paid portion of retiree and retiree spouse health insurance will be in accordance with the following schedule:

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%
*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007		

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan during any annual open enrollment period or by submitting a completed enrollment forms within thirty (30) days of the occurrence. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan provided he/she continues to receive a Bay County pension as beneficiary of the deceased retiree.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare Parts A and B or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the

coverage or benefits referred to are changed, the replacement programs shall apply to the above replacements.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

D. HEALTH CARE – EMPLOYEES HIRED AFTER JANUARY 1, 2012, ONLY

This Section supersedes any other provision of this collective bargaining agreement which is in conflict with it for employees hired after January 1, 2012. Similarly, those other provisions of the collective bargaining agreement which are not in conflict with this section continue for all employees.

Such employees shall not be eligible for County-provided health care in retirement.

E. PRESCRIPTION DRUG PLAN

Effective January 1, 2012, the County will provide a prescription drug plan which follows the following co-pay arrangements:

Covered OTC (over the counter) drugs (with Doctor's prescription)	$0
Generics	$0 - $10
Name Brand- Preferred	$30
Name Brand – Non-Preferred	$50
Bio-Tech (over $1000 and injectable)	$100 minimum, $200 Maximum Plus relinquishment of any coupons issued.

SECTION 5 - LIFE INSURANCE

Effective January 1, 2017, life insurance shall be provided for full-time nurses in the amount of forty thousand ($40,000.00).

SECTION 6 - SICKNESS AND ACCIDENT

Sickness and Accident insurance shall become operative on the thirty-first (31) calendar day after occurrence, unless the employee elects to utilize accumulated sick and vacation days, and will provide payments of seventy-five percent (75%) of the employee's regular base rate of pay to a maximum of four hundred sixty dollars ($460) weekly for a period not to exceed fifty-two (52) weeks for any one disability, and under the conditions of insurance company's policy or County self-insured conditions which will be the same as presently provided by Bay County's self-insured policy. Effective January 1, 2014, employees shall have the option to augment sick and accident insurance by using their accumulated vacation, sick, or personal time to a maximum of 75% of their regular base rate of pay.

Payments shall be less any amounts available from other non-earned income sources. Employees are required to report such income to the Personnel office.

A recurrence of a previous illness which occurs within six (6) months of return to work shall be considered a continuation of that illness for computation of the sick and accident benefits.

Time spent on sickness and accident shall not count toward earning sick, vacation or personal days.

Available paid time off days may be used to receive payments during the thirty (30) day waiting period.

SECTION 7 - NURSE REGISTRATION

The County will pay annual registration fee for nurses covered under this contract.

SECTION 8 - UNEMPLOYMENT COMPENSATION

Employees will be covered for unemployment compensation under the Michigan Employment Security Commission.

SECTION 9 - RECLASSIFICATIONS

Reclassifications shall not be available except at the County's discretion.

SECTION 10 - PARKING

The County will provide parking space for all employees.

SECTION 11 - DEFERRED COMPENSATION

The County agrees to make appropriate deductions for a deferred compensation and forward such deductions to the authorized carrier.

ARTICLE 28
RETIREMENT

SECTION 1 - RETIREMENT PLAN PARTICIPANTS

Nurses in this bargaining unit shall be participants in the Bay County Employees' Retirement System; payments to be made on the basis of two percent (2%) of the employee's "Final Average Compensation," as defined in the Bay County Retirement Ordinance times her years of service (also as defined in the Retirement Ordinance).

Effective July 1, 2001, for members of this unit, said ordinance provides for a benefit formula based on two and one quarter (2.25%) of the employee's average annual income based upon the best five (5) earning years times (x) the number of years of credited service.

Employees hired on or after January 1, 2012, may retire after completing the 10-year vesting period and upon reaching age 62. Retirement for those employees shall also be capped at 75% of the average of the employee's five best years, but is only achieved through years of service times the 1.6 multiplier.

SECTION 2 - EARLY RETIREMENT

Bay County Retirement Ordinance will allow Bay County Registered Nurses to retire with full retirement benefits if they have completed thirty (30) years of credited service with the County and have obtained age fifty-five (55).

SECTION 3 - EMPLOYEE CONTRIBUTION

In accordance with Bay County Employee's Retirement System, the employee's four percent (4%) member contribution to the retirement system shall be paid by the County.

SECTION 4 - REFUND OF EMPLOYER PAID CONTRIBUTION

Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees Retirement System if that employee leaves the employ of the county for any reason prior to eight (8) years of employment; employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice. After a layoff and upon re-entry to the County work force, that employee shall not lose prior earned credit.

For employees hired on or after January 1, 2007, the following shall apply:

A. The vesting period shall be ten (10) years.

B. The minimum number of required hours of work to be included in the retirement system shall be one thousand (1,000) hours.

C. For employees hired on or after January 1, 2007, Attachment A shall apply with regard to health insurance for retirees.

D. The parties agree to exclude any employees hired between January 1, 2007 and March 1, 2007 from the provisions contained in Article 28.4, Refund of Employer Paid Contribution, Sections A. and B. only.

ARTICLE 29
HEALTH PROGRAM

SECTION 1 - FREE HEALTH SERVICES

The County offers to nurses the opportunity of obtaining the following services free of charge:

1. Tetanus - Diphtheria toxoid series or booster
2. Influenza immunization
3. Polio series or booster
4. Pap test
5. Any other vaccinations or other tests which are available at the Health Department and which are mandated or recommended for nurses by the Centers for Disease Control or the Michigan Department of Community Health.

SECTION 2 - ANNUAL EXAMINATION

When a qualified Nurse Practitioner is available on staff, the County will offer to nurses a complete annual gynecological exam, including a pap test, free of charge.

ARTICLE 30
TUITION REFUND PLAN

SECTION 1 - TUITION BENEFITS

The County of Bay agrees to reimburse eligible Organization members for the cost of school tuition under the following conditions:

A. Charges must be for college curriculum courses required for advancement within departmental structure (i.e. LPN to RN, RN to BSN or related degree, BSN to master's).

B. Special courses must be advantageous to the Bay County Health Department and within the requirements of present or future planned program design of the Bay County Health Department.

C. Courses must be conducted by an accredited educational institution or agency. Institutions other than recognized junior colleges and universities will not be approved.

D. Courses must be in subject matter not available in an in-service training program and courses which tuition fees are not available by any other known source.

E. Course of study must not interfere with regularly scheduled duties.

SECTION 2 – ELIGIBILITY REQUIREMENTS

A. Organization member must be a seniority employee under the terms of this Agreement.

B. Organization member must continue in the County's employ for at least twelve (12) months after completion of course or refund the pro-rata share of the cost of tuition to the County upon termination [one-twelfth (1/12) of tuition per month]. The Employer may deduct such payment from an employee's paycheck.

C. Organization member must submit evidence of satisfactory completion of the course or courses involved with a grade average of "B" or better. If "Pass-Fail" marking system is used, a "Pass" grade will be acceptable.

D. Subject to budgetary constraints, employees may be reimbursed for 75% up to $1,500 of tuition costs annually. The amount available for purposes of this Article is limited to $4,000 per year for the entire membership. If at the end of the year the Union members have not used more than $4,000 for tuition benefits under this section, any member(s) who was eligible and used this benefit in the year, will be eligible to get additional reimbursement up to a total of $4,000 for Union, split equally between members who were eligible and used the benefit during the year.

SECTION 3 – APPLICATION

A. Application for tuition refund must be submitted to the Bay County Health Department Nursing Manager on a standard form, prior to the commencement of such course.

B. If application is approved by the Nursing Manager, it will then be forwarded to the Bay County Health Department Director.

C. If approved by the Health Department Director, it will then be referred to the Personnel Director for verification of available funds and compliance of this agreement.

D. The Organization member shall be notified, in writing, of the final approval or disapproval of his/her application.

SECTION 4 – PAYMENT

A. Payment will be made pursuant to above provision if all aforementioned conditions are met and request for payment is submitted along with proof of payment within sixty (60) days of course completion.

B. Payment may be for lesser amount if insufficient funds are available as per Section B-D above. Lesser payment will be determined at time of application approval.

ARTICLE 31
DISASTER NURSING

SECTION 1 - DISASTER NURSING

All members of this bargaining unit shall be members of the County Civil Defense Program in the event of a Civil Defense declared disaster. Employees shall function as described in the County Health Department policies. No employee shall be required to function in a disaster unless the employee has been given appropriate training in order to function.

ARTICLE 32
PAST PRACTICE AND CONTRACT MODIFICATION

SECTION 1 - PAST PRACTICE

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

SECTION 2 - CONTRACT MODIFICATION

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

ARTICLE 33
SUPPLEMENTARY EMPLOYMENT

Supplemental employment is permitted under the following conditions:

A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of her duties, as determined by the Employer.

B. Upon request, the employee shall inform her Department Head of their supplemental employment.

ARTICLE 34
WAIVER PROVISION

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 understandings 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 Organization, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE 35
SAVINGS CLAUSE

If any article or section of this Agreement or any supplement thereto should be held invalid by interpretation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and supplements shall not be affected.

ARTICLE 36
FAMILY AND MEDICAL LEAVE ACT

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE 37
TERM OF THE AGREEMENT

SECTION 1 - CONTRACT DURATION

A. This Agreement shall be effective January 1, 2020, except as otherwise indicated.

B. This Agreement shall continue in effect through December 31, 2022.

C. The County agrees to provide a copy of this Agreement to each nurse employed by the Bay County Public Health Department during the term of this Agreement.

D. Any supplementary Agreement which is reduced to writing and signed by the parties shall become and be part of this Agreement without changing any other terms of the Agreement.

FOR THE COUNTY:

3/10/2020
Michael Duranczyk, Chairman — Date
Board of Commissioners

3/10/2020
Jim Barcia — Date
Bay County Executive

3/9/2020
Tiffany Jerry — Date
Personnel/Employee Relations Director

FOR THE ORGANIZATION:

03-28-20
Mary Jo Wolcott — Date
President

03/28/2020
Secretary — Date

03/05/2020
Staff Nurse — Date

3-6-2020
Staff Nurse — Date

LETTER OF UNDERSTANDING

This letter of understanding entered into this ____ day of _____, 2004, by and between the Bay County Executive and the Bay County Board of Commissioners (hereinafter referred to as "the County") and Bay County Public Health Registered Nurses Organization (hereinafter referred to as "the Organization"), is supplemental and amendatory to the collective bargaining agreement between the County and the Organization, and effective upon execution of this contract by the parties to December 31, 2005.

1. The provisions of the collective bargaining agreement between the County and the Organization are continued in full force and effect, except as modified herein.

2. Weekend nurse positions will be created. Those nurses shall work on weekends and may fill in for nurses who are absent during the week, and will assess respite care patients.

3. Weekend nurses shall be compensated on a per visit basis as indicated below, but shall not be paid for travel time to and from visits, and shall not be paid for chart time, and shall receive no fringe benefits, and shall receive no pay for telephone calls.

Regular visit:	$30 per visit
High tech. visit	$35 per visit with designation of "high tech." being at the sole discretion of the supervisor.
New open	$60 per visit

4. When directed by the supervisor to attend training or meetings, the weekend nurses shall be paid $18.00 per hour during the training or during meetings.

5. One weekend nurse shall be on standby each weekend, and shall carry a pager, and be compensated $18.00 per day for carrying the pager on standby (total of $54 for Friday, Saturday and Sunday).

6. From 5:00 p.m. on Mondays through 8:00 a.m. on Fridays, a regular-status nurse (defined as a nurse who is not a weekend nurse) shall be on-call after normal work hours. Assignments to on-call duty during the week will be attempted to be equalized among all regular-status nurses in the home health division. A regular-status nurse assigned to on-call during the week shall receive one and one-half (1 ½)hours of pay per day, Monday at 5:00 p.m., through Friday at 8:00 a.m. (4 days of on-call pay). A. regular-status nurse called in to work while on week-day on-call will be paid in accordance with the collective bargaining agreement. Regular status nurses will provide coverage on holidays celebrated during the week.

7. When the weekend nurses are not available to work the weekend, a regular-status nurse shall work, and be compensated as per the collective bargaining agreement.

8. Weekend on-call will commence at 5:00 p.m. on Friday and conclude at 8:00 a.m. on Monday.

9. The parties agree to meet in June, 2001, to evaluate and discuss the experience under this Letter of Understanding and to make any modifications or adjustments which are mutually agreeable.

For the County:

5-14-07
Thomas Hickner — Date
Bay County Executive

6-12 07
Kim Coonan, Chairperson — Date
Board of Commissioners

For the Organization:

Joan L Beck 5-15-07
Date

BAY COUNTY
PERSONNEL DEPARTMENT
Tiffany Jerry, Director
jerryt@baycounty.net
(989) 895-4096 (T)
(989) 895-2076 (F)

Thomas L. Hickner
County Executive

BAY COUNTY PUBLIC HEALTH R.N

LETTER OF UNDERSTANDING

This letter of understanding entered into this 21 day of January 2016, by and between the Bay County Executive and the Bay County Board of Commissioners (hereinafter referred to as "the County) and Bay County Public Health Registered Nurses Organization (hereinafter referred to as "the Union).

The Union and the County agree to the following as it relates to Article #22, Section 1D Salary/Classification of the Collective Bargaining Agreement:

When an employee is performing training duties of student nurses in the health department setting for a period of (1) day or more, he/she will be compensated with the differential between his/her current salary and the beginning step of the MB12 salary scale for those hours the work is being performed. It is also agreed the period in which this will be applied begins at the Fall semester of 2015. All hours must be approved by the Public Health Director and submitted to the Payroll Department for compensation.

This Letter of Understanding expires at the end of the current Collective Bargaining Agreement between the parties and does not establish precedent and does not prejudice the position of the parties in future discussions and negotiations.

2/18/2016
Tom Hickner Date
Bay County Executive

Mary Jo Hill
Mary Jo Hill
President, Registered Nurses Organization

2/18/2016
Ernie Krygier Date
Chair, Board of Commissioners

APPROVED AS TO LEGAL FORM ONLY
BAY COUNTY CORPORATION COUNSEL
DATE: 2-23-16