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TO: Barbara Levin Bergman  
Chair, Ways & Means Committee

THROUGH: Robert E. Guenzel  
County Administrator

FROM: Diane M. Heidt  
Human Resources / Labor Relations Director

DATE: May 7, 2008

SUBJECT: Tentative Agreement – Michigan Nurses Association – Unit I

**BOARD ACTION REQUESTED:**

The Negotiating Team recommends approval of the Resolution approving the Union ratified agreement with Michigan Nurses Association – Unit I.

**BACKGROUND:**

Beginning in February 2007, Administration and Human Resources / Labor Relations brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire 12/31/2007. On April 4, 2007, May 25, 2007, June 13, 2007, and on September 20, 2007, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations. Small group discussions subsequently held with the Board of Commissioners to further discuss and analyze economic parameters.

The vision for the process has been “To create a product and process that both the union and management are satisfied with.” The guiding principles that were followed include:

- Partnership
  - Purpose
  - Right to say “No” ... ensure that everyone is heard
  - Honesty (full disclosure)
  - Accountability
- Engagement – Communication
- Fit with the 10-year Financial Projections
- Even Application of Policy
- Employee Morale (openness & communication)
- Professional Approach (respect & trust)

- Measures of Success / Checkpoints
- Communication (engagement & employee morale)

Further, the County and the Unions engaged in Interest-Based Bargaining (IBB), which is a process that provides the following structure for communication and understanding:

- Identify Issues (problem to be solved)
- Focus on Interests, not Positions (needs and concerns underlying the issues)
- Identify Options (alternatives)
- Look at Standards (Time, \$\$\$, Legality)

It is clear that the IBB process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined.

The collective bargaining agreement with the Michigan Nurses Association – Unit I, expired December 31, 2007. The bargaining unit consists of Program Coordinators, Nurse Coordinators and Public Health Nurses within the Public Health Department.

The Union has ratified an agreement.

**DISCUSSION:**

The terms and conditions of the ratified agreement are set forth in the attachment to the Resolution. The highlights are as follows:

**LENGTH OF CONTRACT**

2008 – 2010

**WAGES**

2008	0%
1/1/2009	.5%
1/1/2010	1.5%
7/1/2010	1.5%

**CLASSIFICATIONS – Effective 1/1/08**

- Coordinator positions shall be tiered Grade 26/27, moving to Grade 27 after a minimum of 1 year in position
- Public Health Nurse positions shall be tiered Grade 23/24, moving to Grade 24 after a minimum of 1 year in position

**HEALTHCARE**

**Active Healthcare –Effective 1/1/09**

CORE plan for existing employees will be Community Blue PPO1 with \$0/\$30 prescriptions

CORE plan for employees hired 1/1/09 and beyond will be tiered as follows:

First 3 years of employment	Community Blue PPO10
Years 4-7 of employment	Community Blue PPO2

Years 8+ of employment      Community Blue PPO1

Mail Order Mandatory for Maintenance Drugs providing a 1-month co-pay for 3-month supply

Remove Delta Dental affiliation from collective bargaining agreement

Prescription Drugs will be carved out with a 3<sup>rd</sup> party Prescription Benefit Manager

**Retiree Healthcare – for employees hired 1/1/09 and thereafter**

Tiered retiree healthcare eligibility / premium share commensurate with years of services. For each year of service, employees shall be credited with 5% employer contribution toward retiree healthcare

**PENSION**

All employees will move to the WCERS defined benefit plan effective 1/1/09 with the following parameters:

- FAC3
- 2.0 multiplier
- Vesting of 8 years

Upon movement to the defined benefit plan, all MPPP account balances shall be transferred to the WCERS system. As such, existing employees will transfer to WCERS with their current years of service for credit worked at Washtenaw County.

Effective 1/1/09, all employees will contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. Effective 1/1/09, the employer shall contribute 7.5% to the WCERS plan with a shared liability of up to a 10% cap. The employer shall assume the first 2.5% increase up to the 10% cap. If additional contributions are required by employees, a minimum of 4-months notice is required. If contributions are reduced below 7.5%, the parties shall negotiate the adjustments.

Effective for employees hired 1/1/09 and thereafter, implement the Rule of 75 with a minimum age of 55.

Effective date of BOC approval – 12/31/08, reduce the employer contribution to the MPPP by 4.5%.

Effective 4/1/08, increase current WCERS employee contributions to 6% and implement FAC3 for current WCERS employees.

Increase WCERS death benefit to \$7,500.

Effective 7/1/08, modify the WCERS Board Structure as follows:

- County Administrator or his/her designee
- Finance Director
- Two (2) Board of Commissioners
- Two (2) Union Employees
- One (1) Employee At-Large

Employee Representatives would be three (3) years staggered terms. Labor Management Team would appoint the first board, staggering the appointments to agree with staggered terms. Regular elections would occur thereafter.

**Retiree Healthcare Contributions (VEBA) – Effective 1/1/2010**

Employees would begin contributing 0.5% toward retiree healthcare with a sunset at 12/31/2010. Employee contributions for VEBA / Retiree Healthcare are held in a trust separate from the official VEBA trust for retiree healthcare use ONLY. At such time the employee retirees, his/her contributions and interest shall be officially deposited in the VEBA trust.

**LONGEVITY – Effective for employees hired 1/1/09 and thereafter**

<u>Years of Service</u>	<u>% Longevity</u>
8-11	3
12-15	4
16-19	5
20+	6

**HOLIDAY – Effective 4/1/08**

Remove ½ day for Good Friday in exchange for full day off at Christmas Eve and New Year's Eve when they fall between Monday and Friday.

**TUITION REIMBURSEMENT**

Decrease to 25% reimbursement for a 12-month period effective 9/1/08 – 8/31/09. All other tuition reimbursement language remains status quo.

**ME TOO**

Washtenaw County is obligated to negotiate in good faith with all collective bargaining units under its employ. As such, tradeoffs of wages and benefits may be discussed and agreed to with other such units as part of the collective bargaining process, and to meet the interest of such groups.

In the event that another employee group within this employer receives a contractual net gain (wages/benefits), parity shall be provided to the Michigan Nurses Association – Unit I.

The retirement contribution increases to 7.5% for the defined benefit total are excluded from this Me Too provision. ***The “me too” does not apply to comparison with the Sheriff’s Department.***

**LAYOFF & INSURANCE**

In the event an employee of the Michigan Nurses Association – Unit I is laid off during the life of this contract and is not eligible for health care elsewhere, the employee shall be provided with health care benefits in accordance with the following schedule, with a sunset of 12/31/2010:

**Years of Service      # of Months of Insurance Period:**

0-5 Years	3 months
6-10 Years	5 months
11+ years	6 months

## **NON-ECONOMIC MATTERS**

### **Article 1 – Recognition, Security and Dues**

Section 5 – remove membership application

### **Article 3 – Grievance Procedure, Strikes, Stoppages and Lockouts**

Housekeeping

### **Article 4 – Discipline & Discharge**

Section C – A Registered Nurse who receives a disciplinary action which is either a suspension or discharge will be able to file a grievance as the third stage of the grievance procedure. Also include language in grievance procedure.

### **Article 11 – Funeral Leave (Change to Bereavement Leave)**

An employee shall be allowed five (5) working days with pay, as bereavement leave days, not to be deducted from sick or annual leave, for the death in the immediate family. The following are defined as immediate family: spouse, parent, brother or sister, child, step-child, mother in law, father in law, sister in law and brother in law. An employee shall be allowed three (3) working days with pay as bereavement days, not to be deducted from sick or annual leave, in the event of death of the following family members: Aunts, uncles, nieces, nephews, grandparents, spouse's grandparents, or someone with whom the employee has a legal relationship or a related member in an employee's household and all such relatives of one's spouse, and a declared significant other. Also, parents and grandparents of employee's minor children including children of divorced parents or where the child's parents are not legally married.

### **Article 31 – Economic Matters**

Add language to Section 4 B and C

However, the Employer does recognize that the RN may be in a situation where getting prior approval is impossible and will trust the critical thinking skills of its clinical nursing staff to make those decisions.

The determination as to whether the overtime will be paid in cash or earned compensatory time will be a decision made by the employee.

Remove Section 4 E

**STD / Tuberculosis Clinic:** Nursing staff working in the regularly scheduled STD / TB clinic will be compensated in makeup time at straight time for actual hours worked in the clinic.

### **New Article – Health Program**

#### ***Tuberculosis Control***

The parties shall comply with all standards and practices governing and regulating the control of tuberculosis testing and exposure in the work place. In this effort, the parties

shall strictly adhere to all applicable laws (including OSHA regulations) and accepted health standards and practices.

A baseline TB skin test will be done on all new employees unless not indicated in accordance with TB program guidelines. All other employees will be given TB skin tests according to their risk of exposure every year.

Employees who are exposed to tuberculosis or react positively to the test must follow all procedures for additional tests, physical examinations and/or chest X-rays required by the Health Department and/or County at no cost to the employee.

***Immunizations***

The County shall provide each RN the opportunity to receive, free of charge, immunizations as required by the Health Department.

All other provisions of the collective bargaining agreement apply.

**IMPACT ON HUMAN RESOURCES:**

The change in classifications is within guidelines of factoring system.

**IMPACT ON BUDGET:**

The wage adjustments and other benefit modifications have been considered as part of the budget.

**IMPACT ON INDIRECT COSTS:**

None

**IMPACT ON OTHER COUNTY DEPARTMENTS OR OUTSIDE AGENCIES:**

None

**CONFORMITY TO COUNTY POLICIES:**

Proposed tentative agreement conforms to County policies.

A RESOLUTION APPROVING THE AGREEMENT WITH MICHIGAN NURSES ASSOCIATION – UNIT I AND WASHTENAW COUNTY FOR THE THREE YEAR PERIOD JANUARY 1, 2008 THROUGH DECEMBER 31, 2010

WASHTENAW COUNTY BOARD OF COMMISSIONERS

May 21, 2008

WHEREAS, beginning in February, 2007, Administration and Human Resources / Labor Relations brought to the Board of Commissioners an overview of the collective bargaining process, including the status and process for negotiations with those labor union contracts which were set to expire 12/31/2007; and

WHEREAS, on April 4, 2007, May 25, 2007, June 13, 2007, and on September 20, 2007, the Washtenaw County Board of Commissioners provided their approval of a recommended strategy for negotiations. Small group discussions subsequently held with the Board of Commissioners to further discuss and analyze economic parameters; and

WHEREAS, the vision for the process has been “To create a product and process that both the union and management are satisfied with.”; and

WHEREAS, the guiding principles that were followed include partnership, engagement, fit with the 10-year financial projections, even application of policy, employee morale, professional approach, measures of success / checkpoints, and communication; and

WHEREAS, the County and the Unions engaged in Interest-Based Bargaining (IBB), which is a process that provides a structure for communication and understanding between the parties; and

WHEREAS, it is clear that the IBB process assisted both parties in building trust, through full-disclosure, and enhancing communication to reach the settlements in the professional manner and timeframe that had been determined; and

WHEREAS, the collective bargaining agreement with Michigan Nurses Association – Unit I, expired December 31, 2007; and

WHEREAS, the Union has ratified an agreement; and

WHEREAS, this matter has been reviewed by Corporation Counsel, the Finance Department, Human Resources, the County Administrator’s Office, and the Ways and Means Committee.

NOW THEREFORE BE IT RESOLVED that the Washtenaw County Board of Commissioners hereby approves the agreement with Michigan Nurses Association – Unit I and Washtenaw County for the period January 1, 2008 through December 31, 2010 as attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that the Labor Relations Manager is authorized to draft a new collective bargaining agreement to be presented and signed by the Washtenaw County Board of Commissioners.

## **TENTATIVE AGREEMENT**

### ***Washtenaw County & Michigan Nurses Association – Unit I***

## **LENGTH OF CONTRACT**

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## **WAGES**

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