

12/31/92

*Laura*  
This is the  
Signed Contract  
Case

434A

AGREEMENT

By and Between

THE GLADWIN COUNTY BOARD OF COMMISSIONERS  
AND THE GLADWIN COUNTY DRAIN COMMISSIONER,  
TREASURER, CLERK, REGISTER OF DEEDS AND SHERIFF

*Gladwin County*

AND

U.A.W. INTERNATIONAL, LOCAL 1974, UNIT 6

Non-Supervisory Unit

Terminating December 31, 1992

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## AGREEMENT

THIS AGREEMENT shall be effective upon execution by the parties, except as otherwise stated herein, and is by and between the GLADWIN COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the GLADWIN COUNTY DRAIN COMMISSIONER, TREASURER, CLERK, REGISTER OF DEEDS, and SHERIFF, hereinafter referred to as "ELECTED OFFICIALS", and sometimes referred to together as "EMPLOYER", and the UAW INTERNATIONAL, LOCAL 1974, UNIT 6, hereinafter referred to as the "UNION".

## NON-DISCRIMINATION

The Board, Elected Officials and the Union shall not discriminate because of race, religion, creed, color, national origin, handicap, age, sex or marital status as required by law.

## ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIALS

The Board and the Elected Officials each retain and reserve to themselves individually, without limitations, all the powers, rights, authorities and duties conferred upon them by the constitution and the laws of the State of Michigan.

ARTICLE 1

RECOGNITION

EMPLOYEES COVERED. Pursuant to and in accordance with all applicable, provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below.

Clerks within the Department of the Construction Codes, Treasurers, Register of Deeds, Veteran Affairs, Equalization, County Clerks, and the Cooperative Extension; and Cooks of the Sheriff's Department, all Custodians, Building Inspectors, Electrical Inspector, Assistant Animal Control Officers, and Appraiser I, II and III in the Equalization Department, excluding however, the Equalization Director.

Excluding all others, including but not limited to Supervisory, Executive, Confidential, Casual and Court Employees and all other classifications and departments.

## ARTICLE 2

### NO STRIKE CLAUSE; PAST PRACTICE PROVISION; WAIVER PROVISION; UNION DUES AND REPRESENTATION FEES

Section 1. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to including discharge at the sole discretion of the Employer. The Employer will not lock out employees.

Section 2. 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 3. 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 Union, 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.

#### Section 4. Union Dues, Representation Fees.

1. The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks to become effective the ~~first payday~~ of the month, following the employee's successful ~~completion of six (6)~~ ~~months~~ of employment as outlined in this section. The Employer shall send those dues or representation fees, as provided hereunder, to the Union's designated financial officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) months of employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) months of employment.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

2. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

A. ~~The Union shall obtain from each of its members a completed and signed authorization form~~ which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

3. Continued Employment. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

4. Hold Harmless and Indemnification. The Union agrees to defend 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 Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this section or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 3  
EMPLOYER RIGHTS

Section 1.

A. Operation. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

B. Overtime. The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous.

C. Work Schedule. The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

D. Discipline and Discharge. ~~The Employer or its designee reserves the right to discipline and discharge.~~

E. Retention of Right. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

F. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.



ARTICLE 4  
REPRESENTATION

Section 1. Bargaining Committee

A. The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their Supervisor if they wish to meet with a Union representative before or after negotiations.

The parties shall not negotiate during working hours if it requires the closing of a department due to the employee's absence because of membership on the bargaining team.

Section 2. Stewards. The Employer recognizes the right of the Union to designate a Committee person and an alternate from the seniority list.

The authority of the Committee person and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances.

Section 3. The Committee person, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Committee person leave his/her work for such purpose without first obtaining permission from his/her supervisor. The supervisor may require the Committee person to investigate and or/present such grievance or grievances during other than working hours in the event that the supervisor believes that the work-force cannot be adequately covered during the time that the Committee person desires to investigate and present grievances. The alternate Committee person may take the place of the Committee person if he/she is not available only.

## ARTICLE 5

### SPECIAL CONFERENCES

Special Conference Procedure. The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons. Employees shall be paid while attending a special conference but only if scheduled to work during the special conference.

## ARTICLE 6

### DISCHARGE AND DISCIPLINE

Section 1. Discharge Notice. The Employer agrees, upon the discharge or suspension of an employee, to notify in writing the employee and his/her Committee person of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

Section 2. For all non-probationary employees discipline shall be for just cause.

## ARTICLE 7

### GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have been known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

Section 2. Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and Holidays shall not be counted under the time limits established by the grievance procedure. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

ARTICLE 7 (continued)

Section 3. Procedure for Grievances.

A. Grievances shall be processed in the following manner within the stated time limits.

B. (Step 1). The Union shall present the grievance in writing to the employee's Department Head or his/her designated representative and a copy to the Chair of the Board of Commissioners within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have known of the occurrence.

C. The Department Head or their representative shall have five (5) calendar days to answer. The Department Head or their representative does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Department Head or their representative shall not act as precedent.

D. (Step 2). If the Union is not satisfied with the answer of the Department Head, it may appeal to the County Board of Commissioners within five (5) calendar days of receipt of the Department Head's answer. The appeal shall be filed in writing and a copy also filed with the Department Head. A meeting shall then be held within thirty (30) calendar days of the appeal between the County Board of Commissioners, the Department Head, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Union's attorney and/or Business Representative, and the County attorney. The County Board of Commissioners shall then answer the grievance in writing within ten (10) work days of the appeal meeting.

E. (Step 3). If the Union is not satisfied with the answer of the County Board of Commissioners, it may appeal the grievance to arbitration by notifying the Department Head and County Board of Commissioners of its desire to arbitrate within ten (10) calendar days of receipt of the answer of the County Board of Commissioners. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.

F. The fees and expenses of the Arbitrator and FMCS shall be shared equally by the Employer and the Union.

G. The County Board of Commissioners does not have the authority to alter the decision of the Elected Officials on a disciplinary matter for employees working for those elected officials. If there is disagreement between the Elected Officials and County Board of Commissioners on an answer to a grievance on an employee disciplinary matter for the employees working for the elected official, the answer of the Elected Official shall prevail. The decision of the Elected Officials may be appealed by the Union to arbitration as provided hereunder. The Board of Commissioners does have the authority to make a decision on a disciplinary matter for all other employees, i.e. those not working for elected officials.

ARTICLE 7 (continued)

Section 4. Arbitration.

A. In accordance with the procedures of FMCS, the Union may file a demand for arbitration specified above within ten (10) calendar days after receiving the Employer's answer.

B. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

C. The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.

D. Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing.

Section 5. 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 Union 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 shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8

PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed six (6) months of work. 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 can 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 his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

## ARTICLE 9

### SENIORITY

#### Section 1. Definitions.

Seniority. Seniority shall be defined as the length of an employee's continuous full time service with the Department where they are employed since the employee's last date of hire.

Section 2. Seniority List. The seniority list shall contain the names of all seniority employees and their length of service. The Employer will provide the Union, upon request, with copies.

Section 3. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated.
- C. He/she retires.
- D. He/she is convicted of a felony.
- E. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Two (2) unexcused absences per year on a regularly scheduled work day.
- G. After two (2) days for an unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave).
- H. Intentionally falsifies his/her employment application.
- I. Failure to return to work when recalled from layoff as set forth in the recall procedure.

## ARTICLE 10

### LAYOFF AND RECALL

Section 1. In each department (examples of "department" are the following offices; Treasurer, Clerk, Drain, Sheriff, Register of Deeds, Veteran Affairs, Equalization, Construction Codes, DPW, Animal Control, Custodian, etc.), seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights for employees who are laid off.

## ARTICLE 10 (continued)

Section 2. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

Section 3. An employee in the bargaining unit who is promoted outside the bargaining unit, and is thereafter transferred or demoted to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion.

Section 4. If a "vacancy" exists in another department within the bargaining unit for which the laid off employee has the qualifications, the laid off employee shall be given up to a thirty (30) calendar day probationary period to determine if he/she can satisfactorily perform the work of that position. The employee shall be notified if he/she will be retained in that position. It shall be within the sole discretion of the Department Head to determine whether or not that individual can satisfactorily perform the work and remain in the position. The decision by the Department Head shall be final and binding on all parties and shall not be subject to the grievance procedure contained in this contract. If the employee is not retained in that position, he/she will be returned to layoff status. The word "vacancy" does not include a vacancy resulting from a layoff but refers to a position which is vacant due to resignation, death, a newly created position or retirement and the position is authorized to be filled by the Board of Commissioners.

If the employee is retained by the Department Head, he/she shall have his/her seniority transfer to the new position. In the event a laid off employee who is subsequently re-employed through the process contained in this section has had their retirement funds which they contributed to MERS refunded to them, that employee must return the monies and pay any other required sum if the employee desires to be credited with prior retirement service.

If two or more employees are on layoff, the most senior employee having the required qualifications shall be given the opportunity for the trial period for the vacant position. All laid off employees shall apply, if interested, within three (3) days of the occurrence of the vacancy. If they do not apply within that three (3) day period, they waive all rights for a trial period for that position. A Union representative shall be notified of a vacancy. Laid off employees shall have the responsibility to determine if there are any vacancies. If the laid off employee does not satisfactorily complete the probationary period as noted above, he/she will not be eligible for another position of the same or similar nature. The above rights of laid off employees shall last for the length of the employee's seniority or two (2) years from the date of layoff, whichever occurs first.

ARTICLE 11

SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

Any employee seeking outside employment of their County job shall be done with written request to the employee's Department Head (if employment requires more than 10 hours per week) and approval by the Gladwin County Board of Commissioners.

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 his/her duties, as determined within the joint discretion of the Department Head and the Employer.



ARTICLE 12

JOB POSTINGS

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days in a designated area of each building covered by this contract. The posting of such vacancy will be the responsibility of the Department Head. Employees interested shall apply in writing within the three (3) working days' posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit. The person selected, if not currently employed, shall be on probation the same as a new hire pursuant to Article 8 provisions. If the person selected is currently in the bargaining unit, they shall be on a thirty (30) calendar day probation. Within that thirty (30) days the employee may elect to return to their former position or the Employer may require them to return to their former position. If an employee is required by the Employer to return to their former position as provided above, it shall not be grievable.

## ARTICLE 13

### GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS; SUPERVISORS PERFORMING BARGAINING UNIT WORK

Section 1. Grant Funded Positions. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, "Green Thumb" persons, prisoner work release persons, etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

Section 2. Temporary Employees. The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract. The maximum number of days that can be worked by such persons within a calendar year shall not exceed three hundred seventy-five (375) working days in total. This section and the three hundred seventy-five (375) working days limitation does not apply to the persons noted in Section 1 above. Further, the three hundred seventy-five (375) working day maximum shall not apply where temporary employees are hired, as provided under this section, to replace an employee(s) who is off work due to vacations, sick leave, Worker's Compensation and/or any other leave authorized under this contract.

Section 3. Work Assignments. The Employer may require an employee to work in any position or classification or to perform any duties within their department. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absences due to leaves of absences, or for any other reasons.

Section 4. Supervisors Performing Work of Bargaining Unit. Supervisors may perform bargaining unit work at any time.

## ARTICLE 14

### UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to sixty (60) days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head.

Section 2. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or sooner if approved by his/her Department Head.

Section 3. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, health insurance, holidays, and retirement. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the County.

## ARTICLE 15

### NEW CLASSIFICATIONS

The Board of Commissioners reserves the right to establish new classifications and rate structure for same. Under such circumstances, the Board shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Board in writing, within five (5) days after receipt of notice from the Board. The Board shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Board may implement its last best offer once impasse is reached.

## ARTICLE 16

### SUBCONTRACTING

Notwithstanding any other contrary term in this contract, the Board of Commissioners reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work which will result in a layoff, the Board shall provide sixty (60) calendar days notice to the Union. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the sixty (60) days. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide three (3) weeks severance pay to that employee(s).

## ARTICLE 17

### JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least three-quarters (3/4) hour remaining of scheduled work, except Federal Court in Bay City. In the event of attendance at the Federal Court in Bay City, employees shall return to work if released with three (3) hours left in their work day. Employees shall submit evidence of attendance at jury duty upon request.

## ARTICLE 18

### WORKING HOURS

Offices serving the public are open five (5) days, Monday through Friday from 8:30 A.M. to 4:30 P.M., thirty-seven and one-half (37 1/2) hours per week. An employee is entitled to one-half (1/2) hour unpaid for lunch to be scheduled by the Department Head. Offices having but one employee may close during that person's lunch period.

Notwithstanding the above, the starting and quitting times of employees may be changed by the Board of Commissioners. The Employer will provide ten (10) calendar days notice to the Union prior to such changes unless there are manpower shortages, illness, employees absent from work, an emergency situation, weather problems, or for any unforeseeable circumstances.

The Sheriff Department is on a different operation and the Sheriff reserves the right to require employees (cooks) to work on different shifts including rotating shifts.

#### A. Overtime Pay:

Should an employee be required to work more than forty (40) hours in one pay week, the compensation for such overtime shall be calculated by multiplying the actual hours worked over forty (40) by 1.5 and then multiplying the answer of the first calculation by the employee's hourly rate. Exception: Should the overtime worked include a paid holiday, the pay for that holiday only shall be calculated in accordance with Section B (below).

#### B. Holiday Pay:

Should a full-time employee be required to work on a recognized paid holiday under this contract, the compensation for such holiday shall be calculated by multiplying the actual hours worked on that holiday by 2 and then multiplying the answer of the first calculation by the employees hourly rate.

- C. The Animal Control Officer shall work thirty-seven and one-half (37 1/2) hours per week, some of the hours may be worked on the weekend as needed. He/she may handle emergency calls if contacted by the Sheriff's Department. Payment for said emergency calls shall be made from the time of the call, with a minimum two (2) hours call-in pay, at regular hourly wage. Any time after the two (2) hours shall be paid at one and a half (1 1/2) times the regular hourly wage. Animal Control Officer will notify local Sheriff Department if they will be away from there residence over 24 hours pursuant to this article.

## ARTICLE 19

### SICK LEAVE

Section 1. All full-time County employees shall earn paid sick leave of one (1) day per month for Employer compensated service. Upon completion of an employees' probationary period, he/she will be credited with six (6) days of sick leave and will thereafter accumulate additional sick leave at one (1) sick day per month. Unused sick time which has been earned may be carried into the following year with accumulation of not more than one hundred twenty (120) days. A certificate from a physician may be required as evidence of illness before compensation is allowed.

Section 2. Any utilization of earned sick leave by an employee must have the approval of his/her supervisor.

Section 3. Sick leave may be utilized by an employee in the event of his/her illness, injury, or exposure to contagious diseases which would endanger others.

Section 4. Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

Section 5. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 6. Upon retirement of an employee, accumulated sick leave credits shall be paid to the employee at fifty (50%) percent of maximum allowed accrual, i.e. maximum an employee may receive is sixty (60) days. Definition of Retirement: When an employee meets and applies for retirement benefits under the County retirement program as outlines in the Municipal Employees Retirement System and begins to receive those retirement benefits.

Section 7. All sick leave used shall be verified by the employee with evidence as his/her Department Head may require which could include a doctor's verification. Falsification of such evidence shall be cause for disciplinary action, including discharge.

Section 8. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 9. An employee using sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

## ARTICLE 19 (continued)

Section 10. Upon resignation or dismissal from employment, all sick leave credits shall be cancelled and shall not be reinstated or paid for except that in the event an employee who is dismissed and who is subsequently reinstated pursuant to the grievance procedure, sick leave credits will be reinstated.

Section 11. 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 leave of absence including but not limited to sick leave or layoff. 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, he/she may submit a report from a doctor of his/her own choosing at his/her expense. 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 party shall be paid by the Employer if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

### Section 12 - Maternity Leave

- A. Definition: Disabilities caused or contributed to/by pregnancy, miscarriage, childbirth and recovery therefrom are, for all job related purposes, temporary disabilities.
- B. Duration: Standard maternity leave is six (6) weeks unless specified by a doctor's written instructions. The County may require a second doctor's opinion.
- C. Benefits: Any employee on maternity leave shall maintain their seniority status.

During maternity leave an Employee's medical insurance shall be continued and shall be paid by the Employer for a period not to exceed ninety (90) days.

An employee on maternity leave will use any accrued sick leave and may use their vacation time as they and their Department Head so choose. Any time off over and above sick and vacation leaves shall be unpaid.

Section 13. All existing accumulated sick days will be converted sick day for sick day.

ARTICLE 20

FUNERAL LEAVE

When a death occurs in an employees' immediate family the employee shall be entitled to five (5) working days off with pay. Additional time without pay may be granted by the Department Head.

Immediate family is husband, wife and children living at home.

When a death occurs to an employees' child not at home, parent, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the employee shall be entitled to three (3) working days off with pay.

Employees may be allowed one (1) working day off with pay to attend the funeral of close relatives at the discretion of the Department Head provided such funeral day is a normal day of work.

These funeral days will not accumulate.

ARTICLE 21

PART-TIME EMPLOYEES

A part-time employee is defined as one who works less than seven and one-half (7 1/2) hours per day or less than the thirty-seven and one-half (37 1/2) hours per week. Part-time employees and temporary employees will not receive fringe benefits.

Any part-time employee of the County with ten (10) years or more of service averaging 910 or more hours per year will receive five (5) days of paid vacation per year.

ARTICLE 22

RETIREMENT/PENSION

The Employer shall continue the retirement program in effect on 1/1/87 for employees in the bargaining unit. This program is provided through the Municipal Employees' Retirement System, Plan C-1.

The Board of Commissioners are presently looking into a better retirement plan. Either party may request to re-open the new contract to negotiate a new retirement or sick leave plan.



ARTICLE 23

VACATION LEAVE

Vacation Schedule:

A. All full-time employee's vacation schedule shall be as follows:

After one (1) year	6 days
After two (2) years	9 days
After three (3) years	9 days
After four (4) years	12 days
After five (5) years	12 days
After six (6) years	15 days
After seven (7) years	15 days
With eight (8) years or more	18 days

- B. Seniority will be determined by the completed years of employment and shall be determined from the anniversary date of employment.
- C. Any vacation days in excess of five (5) vacation days not used by the anniversary date of the current year will be forfeited without pay. An employee will have a choice of carrying over his/her vacation days (up to 5) or being paid for these days (up to 5).
- D. If a holiday falls within an employee's vacation period, it shall not be counted as a vacation day.
- E. Upon termination of service, regular time will be paid for any unused vacation. In the event of death of the employee, the unused vacation pay will be paid to the estate of the employee.
- F. Vacation shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of absence, no allowance for vacation shall be posted in advance or in anticipation of future credits.
- G. An employee may use vacation only with the prior approval of his/her Department Head.
- H. An employee's vacation pay will be based on his/her regular wage rate.
- I. Vacation shall be granted to employees covered hereby by their Department Head and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Employees are granted vacation in accordance with a first come, first serve basis. If determination cannot be made which request was first, vacation leaves will be granted on a seniority basis.
- J. All existing accumulated vacation days will be converted vacation day for vacation day.

ARTICLE 24

HOLIDAYS

Section 1. All full-time employees will receive the following paid Holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday Afternoon	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	
December 24	Whenever Christmas Day falls on Tuesday, Wednesday, Thursday or Friday
Christmas Day	December 25

Whenever New Years Day, Independence Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday.  
Whenever New Years Day, Independence Day or Christmas Day falls on Sunday, the following Monday shall be a holiday.  
An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

Section 2. Department Heads may require employees to work on paid holidays.

ARTICLE 25

HOSPITALIZATION - MEDICAL COVERAGE

The only change in this article will be the up front deductibles that an employee must meet before the Plan pays any benefits.

Deductibles for 1990

Single	\$100.00
2-Person	300.00
Family	300.00

Deductibles for 1991

Single	\$ 75.00
2-Person	150.00
Family	150.00

Deductibles for 1992

Single	\$ 50.00
2-Person	100.00
Family	100.00

Any employee who has paid more on their deductible than \$100.00/\$300.00 for 1990 will be reimbursed.

ARTICLE 26

SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 27

WAGES

<u>POSITION</u>	<u>1989</u>		<u>1990</u>		<u>1991</u>		<u>1992</u>	
			<u>hourly</u>		<u>hourly</u>		<u>hourly</u>	
Clerk-C.C.	\$15,582.00	\$16,182.00	8.89	\$17,335.50	\$17,935.50	9.20	\$18,535.50	9.51
Data-Clerk	15,582.00	16,182.00	8.89	17,335.50	17,935.50	9.20	18,535.50	9.51
Clerk-Clerk	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58
Clerk-R.D.	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58
Clerk-Treas.	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58
Clerk-Vets.	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58
Apprais. I	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58
Apprais. II	14,893.00	15,493.00	8.51	16,594.50	17,194.50	8.82	17,794.50	9.13
Apprais. III	15,893.00	16,493.00	9.06	17,667.00	18,267.00	9.37	18,867.00	9.68
Blg. Insp.	17,284.00	17,884.00	9.83	19,168.50	19,768.50	10.14	20,368.50	10.45
Animal C.	13,140.40	13,740.40	7.55	14,722.50	15,322.50	7.86	15,922.50	8.17
Custodians	15,017.60	15,617.60	8.01	15,617.60	16,217.60	8.32	16,817.60	8.62
Elec. Insp.	9.20/hr	+33c	9.53			9.84		10.15
Cooks	7.22/hr	+33c	7.55			7.86		8.17
Clerk-Co-op	13,893.00	14,493.00	7.96	15,522.00	16,122.00	8.27	16,722.00	8.58

Persons filling a vacant position will receive compensation in the following manner:

- 90% of position's compensation for the first year of employment
- 100% of position's compensation after one (1) year of employment

Lateral position changes and step-up in position for existing employees will not affect current pay standards.

All compensation will be retroactive to January 1, 1990.

ARTICLE 28

LONGEVITY

Effective in 1988, employees with ten (10) years or more of seniority who have worked continuously for the year, shall be paid One Hundred and No/100ths (\$100.00) Dollars on or before the first pay period in December of 1988 and every year thereafter, if employed on the date of payment.

This payment will be paid in a separate check other than employee's regular pay check.

ARTICLE 29

HEADINGS

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 30

GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

## ARTICLE 31

### RESIDENCE

All employees shall be required to live within the boundaries of the County of Gladwin within six (6) months after becoming employed.

## ARTICLE 32

### PART-TIME EMPLOYEE STEP INCREASE

Should a part-time County employee be hired on a full-time basis, all time spent up to seven (7) months of actual time worked as a part-time employee can be used to offset part of the first 6-month step of the full-time employee's pay scale.

## ARTICLE 33

### MISCELLANEOUS

Section 1. Confidentiality of Information: Information contained in reports, records or communications of the Employer, which are confidential, shall be treated as such. Unauthorized disclosure of such information by an employee shall be considered sufficient grounds for dismissal.

Section 2. Personal Appearance and Conduct: Employees will present a well-groomed appearance at all times and dress will be appropriate for the position held.

Section 3. Licensing: Effective the date of ratification by both parties, costs of State or County licensing fees required to qualify in order to carry out County employment requirements shall be borne by the County for a maximum of Ninety-five and No/100ths (\$95.00) Dollars per calendar year.

## ARTICLE 34

### SPECIAL LEAVES OF ABSENCE

The employee's Department Head may excuse an employee with pay for the following:

1. Blood Donations: Employees are encouraged to volunteer as blood donors. Absences for giving blood to the American Red Cross, or in emergencies, to local hospitals without compensation for it, shall be excused.
2. Professional Conferences Relating to the Office: Attendance at professional conferences or educational meetings, when authorized by the Department Head and with the approval of the Board of Commissioners are permitted.

ARTICLE 35

TRANSPORTATION AND OTHER EXPENSES

- A. Expenses in addition to mileage shall be allowed to employees attending meetings held outside the official work area when such attendance has prior approval by the Board of Commissioners.

Expenses incurred while attending such meetings may include the following items:

Registration Fees  
Mileage at 20 cents per mile

Bridge and Road Tolls  
Parking Fees

Meals and Lodging

Lodging	\$ 60.00 (including tax)
Breakfast	5.00
Lunch	6.00
Dinner	12.00

Group Meetings

Lodging	\$ 60.00 (including tax)
Breakfast	6.00
Lunch	10.00
Dinner	13.00

Receipts must be submitted with the expense voucher for the above items for approval by the Finance Committee of the Board of Commissioners.

## ARTICLE 36

### WORKER'S COMPENSATION

Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the Department Head immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred.

## ARTICLE 37

### ANIMAL CONTROL OFFICERS UNIFORM AND ACCESSORIES

The Employer shall make payment of Four Hundred Twenty-Five and No/100ths (\$425.00) Dollars per year to Animal Control Officers for uniforms/accessories. The employee shall submit receipts to verify cost and payment.

## ARTICLE 38

### COMP. TIME

Compensatory Time. At the request of any employee eligible for overtime and with his/her Department Head's approval, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 1/2) hours for each hour of overtime worked. Notice of this request must be given at the time the aforementioned time is worked. The comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or two (2) months following the calendar year the time was worked. If this notice of desire to take compensatory time is not noted on the Employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual. In the event that such time off is not taken within the limiting time by the employee, he/she shall be given cash payment at the rate based on his/her salary at the time the hours were worked. The maximum accumulated compensatory allowed is twenty (20) hours at any one time.

## ARTICLE 39

### TERMS OF THIS AGREEMENT

Section 1. This Agreement shall become effective upon execution by the parties, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1992.

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



U.A.W. INTERNATIONAL  
LOCAL 1974, Unit 6

Non-Supervisory Contract

Terminating December 31, 1992

FOR THE UNION:

Jack Whyte 6-19-90  
Jack Whyte, International Rep. Date

Carol Govitz 4-24-90  
Carol Govitz, Unit 6 Chairperson Date

Kip Fritcher 4-24-90  
Kip Fritcher, Committee Member Date

John Heppner 4-24-90  
John Heppner, Committee Member Date

FOR THE EMPLOYER:

Roy O'Hare 6/14/90  
~~Milton Bernash~~ Board Chairman Date  
Roy O'Hare

Laura E. Koch 6/15/90  
County Clerk Date

Jennie H. DeGuz 6-15-90  
County Treasurer Date

Bruce M. Edick 6/21/90  
County Register of Deeds Date

\_\_\_\_\_  
Sheriff Date

\_\_\_\_\_  
Drain Commissioner Date



May 14, 1990

Gladwin County Board of Commissioners  
Roy O'Hare, Chairman  
401 W. Cedar Ave.  
Gladwin, MI 48624

RE: Ratification of Unit #6 Contract

Chairman O'Hare:

Please be advised that on April 23, 1990 the members of Unit # 6 ratified their contract agreement. The vote was as follows:

19 Members

13 yes

5 no

1 absent

Sincerely,

*Carol Govitz*  
Carol Govitz  
Unit #6, Chairperson

pc: Mickie Hackworth, Local 1974 President  
Jack Whyte, UAW International Rep.  
Laura Flach, County Clerk ✓