

12/31/90

Original for Execution

AGREEMENT

between

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

and

**MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M,
NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES
AFL-CIO**

January 1, 1988

through

December 31, 1990

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Shiawassee County

CLERICAL-TECHNICAL

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1988, and effective as of January 1, 1988, except as otherwise stated herein, by and between the SHIAWASSEE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the EMPLOYER, and the MICHIGAN HEALTH CARE ASSOCIATES, DISTRICT 1199M, of the NATIONAL UNION OF HOSPITAL AND HEALTH CARE EMPLOYEES, AFL-CIO, hereinafter referred to as the UNION.

NON-DISCRIMINATION

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

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:

All full-time and regularly employed part-time technical and clerical employees in the Shiawassee County Health Department. Excluding: executives, supervisors, administrative assistants, professionals, nurses, confidential employees and all other employees.

ARTICLE 2

NO STRIKE CLAUSE; PAST PRACTICE; WAIVER PROVISION

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 and 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 supercedes 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.

ARTICLE 3

EMPLOYER RIGHTS

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.

service fee from the pay of each employee who executes and files with the Employer a proper check-off authorization form. The check-off authorization form shall be supplied by the Union.

B. A properly executed copy of the written check-off form for each employee for whom Union dues or service fees are to be deducted hereunder shall be delivered to the Employer's office manager before any payroll deductions are made. Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.

C. All authorizations filed with the Health Department on or before payday shall become effective the next succeeding payday, provided the employee has sufficient net earnings to cover the Union dues or service fee, whichever is applicable. Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the 10th of the month following the last payday in the preceding month.

D. In cases in which a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the constitution and by-laws, refunds to the employee will be made by the Union.

E. The Union shall notify the Health Department's Payroll Department in writing of the proper amount of Union dues or service fees and any subsequent changes in such amounts shall be deducted when the employee's approval is received.

F. The Employer shall not be responsible for Union dues or service fees while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.

G. The Employer shall not be liable to the Union, its members or the employees it represents, once said sums have been remitted to the Union, and further shall not be liable if such sums are lost when remitted by the United States Postal Service.

H. The Union agrees to hold the Employer harmless from any and all claims arising out of its Agreement to deduct Union dues or service fees and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Employer pursuant to this Article.

ARTICLE 5

REPRESENTATION

Section 1. Bargaining Committee.

A. The Bargaining Committee will include not more than one (1) employee. In addition thereto, it may include not more than one (1) non-employee representative 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. Employee members of the Bargaining Committee will not be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. They may use vacation time if they so desire. When vacation time is used; (1) Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule; (2) Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

Section 2. Delegates. The Employer recognizes the right of the Union to designate a Delegate and an alternate from the seniority list.

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

Section 3. The Delegate, 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 Delegate leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The supervisor may require the Delegate 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 Delegate desires to investigate and present grievances.

ARTICLE 6

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.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used in this Agreement is defined as an alleged violation of a term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Section 2. Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements stated in Section 1 above, by submitting the written grievance to his/her Department Head. Within five (5) working days after receiving the written grievance from the employee, the Department Head or his/her designated representative shall give his/her written response to the grievance to the grievant with a copy to the Chair and the Delegate. The five (5) working days shall not include the day the grievance was received by the Department Head.

Step 2. In the event that the grievant or Chair of the Board is not satisfied with the response of the Department Head given at Step 1, or in the event the Department Head or Chair of the Board deems it appropriate, any of those persons may request a conference which shall be held within fifteen (15) working days after the written response of the Department Head is given at Step 1. The request for the conference must be made in writing within five (5)

working days after receipt of the Department Head's answer in Step 1. The persons who may be present at Step 2 are the grievant, the Delegate, the Union business agent and/or the Union attorney, the Department Head, two Commissioners and Legal Counsel for the Employer. The parties may mutually agree to hold the conference beyond fifteen (15) days, which must be confirmed in writing.

Step 2-A. An employee disagreeing with a decision of his/her Supervisor on a disciplinary/discharge matter may have a hearing before the Board and be represented by the Union and present evidence to support their claim. The request for the hearing before the Board must be made in writing within three (3) work days after the answer given in Step 1, addressed to the Chair of the Board. The Board shall hold the hearing within forty-five (45) working days after a request is given by the employee. The answer of the Board shall be given within seven (7) working days after the hearing, which answer shall be final and binding on all the parties.

Step 3. If the grievance is not resolved at Step 2 for matters other than discipline or discharge, the Union shall present a written demand for arbitration within five (5) working days after the meeting at Step 2 to the Department Head and Chair and to the American Arbitration Association for the selection of an arbitrator in accordance with the American Arbitration Association procedures. Notwithstanding any other provisions in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to economic provisions of the contract which do not include decisions made on discipline and/or discharge. The decisions of the Employer on disciplinary matters are final and binding on the employee and Union. The rules of the American Arbitration Association shall apply unless specifically modified herein. 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. The arbitrator's fees shall be split between the Union and the Employer.

Section 3. The failure of either party to follow the time limits outlined herein shall result in the following:

- (a) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- (b) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

Section 4. When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

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

DISCIPLINE AND DISCHARGE

Any discipline imposed shall be for just cause. The Employer agrees, upon the suspension or discharge of an employee, to notify in writing the employee and his/her delegate of the suspension or discharge. The written notice shall contain the reasons for the suspension or discharge. Should the suspended or discharged employee consider the suspension or discharge to be improper, it shall be submitted to the grievance procedure, as provided for in Article 7 of this Agreement.

ARTICLE 9

PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed 1040 on-the-job hours. The Department Head or his/her agent has the right to extend the probationary period of an employee up to an additional thirty work (30) days upon notification to the affected employee and Union representative prior to the extension of the probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, 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 successful 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 automatically extended by a period equal to the duration of such absence.

ARTICLE 10

SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time and/or part-time compensated service with the Department where they are employed since the employee's last date of hire, excluding unpaid leaves of absence of more than ten (10) consecutive days.

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. Resignation or quit;
- B. Discharge or termination without reinstatement;
- C. Retirement;
- D. Conviction of a felony;
- E. Layoff for a period of time equal to his/her seniority at the time of layoff or one (1) year, whichever is lesser;

- F. Unexcused absence on a regularly scheduled work day;
- G. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave);
- H. Falsification of employment application;
- I. Failure to return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE 11

LAYOFF AND RECALL

Section 1. Seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board. In reducing the work force, the last employee hired or transferred into 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 be bumping rights within classifications for employees who are laid off but only where the employee, in the sole determination of the Employer, possesses the minimum qualifications for the job pursuant to the job description.

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, provided he/she returns within one (1) year.

ARTICLE 12

SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but 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 his/her duties, as determined within the sole discretion of the Employer. The

employee shall have the right to appeal the Health Officer's decision to a review by the full Board of Commissioners.

- (b) The Department Head, or his/her agent, shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- (c) That he/she keep the Department Head informed of contemplated changes in his/her supplemental employment.

ARTICLE 13

JOB POSTING

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days. Employees interested shall apply in writing within that three (3) working day 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 9 provisions. However, in the event an employee so transferred or promoted does not successfully complete probation, she shall be entitled to return to the position she occupied at the time of transfer.

ARTICLE 14

GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS

Section 1. 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, Youth Corp., JTPA persons, social service referrals, prisoner work release persons, and so forth. Such persons shall not be covered by this contract unless specifically required by the funding source.

Section 2. The Employer 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 time that each such person may be employed within a twelve (12) month period is one hundred thirty (130) work days. This section and

the one hundred thirty (130) day limitation does not apply to the persons noted in Section 1 above.

Section 3. 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, absent due to leave of absence, or for any other reasons.

Section 4. Supervisors may perform bargaining unit work at any time.

It is the intent of this provision that the above defined employee classifications not displace regularly employed full-time or part-time employees.

ARTICLE 15

UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to ninety (90) calendar days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head. Such leaves may be extended by action of the Board of Commissioners in increments of ninety (90) calendar days by written request of the employee, up to a maximum total leave of one (1) year.

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 insurance during an unpaid leave may do so by paying the premiums to the Shiawassee County Clerk's Office.

Section 4. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

ARTICLE 16

NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer 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 Employer in writing, within five (5) days after receipt of notice from the Employer. The Employer 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 Employer may implement its last best offer.

ARTICLE 17

SUBCONTRACTING

Notwithstanding any contrary provision in this contract, the Employer reserves the right to subcontract bargaining unit work at any time; to purchase any or all work processes or services when, in the sole determination of the Employer, 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.

ARTICLE 18

JURY DUTY

Full-time and part-time 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 one-half (1/2) hour remaining of scheduled work where Shiawassee is the county of residence, and one (1) hour otherwise. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 19

WORKING HOURS

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

A. The normal work week for permanent full-time employees shall be five (5) consecutive days from 8:00 a.m. to 5:00 p.m., forty (40) hours per week, eight (8) hours per day. An employee is entitled to one (1) hour unpaid lunch. Employees in the active employ of the Employer who are working a regularly scheduled thirty-two (32) hour work week on the date of ratification of this Agreement shall continue to be considered full-time for purposes of benefit eligibility.

B. Vision and Hearing Technicians assigned to schools and regularly scheduled according to school calendars shall have their work year defined by the respective school calendars. They shall work only such time as is necessary to coordinate with the school calendars which shall define the beginning and ending dates of employment for any given year. Written assurance of the Employer's intent to offer employment for the subsequent school year shall be provided within ten (10) days of the expiration of the employment period. The summer vacation shall not be considered a layoff period.

C. Employees serving as Hearing and Vision Technicians who are working a schedule based on the above school calendar on the date of ratification of this Agreement shall continue to be eligible for Employer-paid medical, dental and life insurance during the school summer vacation periods.

D. Overtime shall be paid pursuant to the Fair Labor Standards Act.

ARTICLE 20

SICK LEAVE AND DISABILITY PLAN

Section 1. Each regular employee shall earn one (1) sick day per month of compensated time, or twelve (12) sick days per year of compensated time based on 2080 hours, to be used for paid health leave.

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

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

Section 4. Probationary employees shall earn and accrue sick time but shall not be able to use such time until successful completion of probation.

Section 5. No sick leave shall accrue during unpaid leaves of absence and/or during sick or health leave of absence.

Section 6. Initial accumulations shall be computed by

crediting per the above provisions as of January 1, 1986, and debiting per actual individual sick time used and/or paid following January 1, 1986, but in no event shall an employee possess less than a zero (0) balance at the outset of this Agreement.

Section 7. Accrued sick time may be donated to other employees with the approval of the Health Officer.

Section 8. The County shall pay off 50% of the accumulated sick leave of employees up to a maximum of 30 days in the event of voluntary termination or retirement. For example, if any employee had the maximum accumulation of 30 days, the County will pay off 15 days. Such sick leave payoff shall be at the salary rate in place at the time of termination.

Section 9. Employees must notify their Department Head or his/her agent at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.

Section 10. In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Worker's Compensation Law, accrued sick leave may be utilized to maintain the difference between the worker's compensation payment and the employee's net regular salary or wage. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Worker's Compensation Law, if any. Sick leave does not accrue while an employee is receiving Worker's Compensation.

Section 11. After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and longevity. Sick leave does not accrue when an employee is off of work on sick leave.

Section 12. Abuse of sick leave is cause for dismissal and shall be defined by the Employer.

Section 13. Sick leave time shall be used only in the event of the illness or injury of the employee or her dependent minor child who resides with her; or doctor and dental appointments as provided in Section 15 below.

Section 14. If terminated by the Employer, no accrued sick leave benefit will be paid to the employee.

Section 15. 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 16. 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 17. 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 where abuse of sick time is suspected based on facts. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

Section 18. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 19. Physical and Mental Examination. 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 the employee demonstrates evidence that he/she is having difficulty in performing his/her duties, or (2) on return from sick 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, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute continues, 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 shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

Section 20. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.

Section 21. Following an elimination period of thirty (30) work days from the onset of disability, the Employer shall pay 70% of the employee's salary for up to a maximum of twenty-six

(26) weeks or 130 work days or for so long as the employee is totally disabled, whichever is less.

Section 22. The County and/or an insurance carrier may require proof of disability and/or may require an employee to participate in an independent medical evaluation to be paid by the Employer.

Section 23. The Employer shall continue to pay the Employer contribution of the employee's health, dental and life insurance premiums during the above period of disability benefit payment.

ARTICLE 21

FUNERAL LEAVE

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

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

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

ARTICLE 22

PART-TIME EMPLOYEES

Employees regularly scheduled to work less than 40 hours per week, but at least twenty (20) hours per week, excluding those stated in Article 14, shall be considered part-time employees. If they are hired to work a regular schedule of thirty-nine (39) hours or less per week, hours paid shall be construed as hours worked for the purpose of computing benefits provided by this Agreement. 2080 hours shall be used to determine when an employee shall have completed a year and shall be eligible to move to the next salary step increase. Part-time employees shall receive fringe benefits such as but not limited to vacation, holiday pay, sick leave, life insurance and health insurance on a

pro-rata basis, and shall receive holiday pay whether or not scheduled to work that holiday.

ARTICLE 23

LIFE INSURANCE

The Employer shall maintain during the term of this agreement, term life insurance for regular full-time and part-time non-probationary employees in the amount of Ten Thousand Dollars (\$10,000.00), and Ten Thousand Dollars (\$10,000.00) accidental death and dismemberment insurance. The insurance coverages are subject to and contingent upon the terms negotiated with the carrier. The County reserves the right to substitute carriers providing comparable coverages.

ARTICLE 24

RETIREMENT/PENSION

The Employer shall continue the retirement program presently in effect for regularly employed full-time and part-time employees in the bargaining unit. This program is provided through the Michigan Municipal Employees' Retirement System and provides retirement benefits at age fifty-five (55) with fifteen (15) years' credited service with the Employer or at age sixty (60) years with ten (10) years' credited service with the Employer. The Employer and employees shall continue to make the same financial contributions to the retirement plan as currently in effect. Employees may assume the cost of hospital-medical insurance at the time of retirement.

ARTICLE 25

VACATION LEAVE

Full-time non-probationary employees shall be eligible for paid vacation days after one (1) year of service is completed. (No paid vacation in the first year of employment).

Time off may be permitted to be taken by the Employer during the first year, however, no wages or benefits shall be earned or accrued and probation shall be extended pro rata. After completion of one (1) year (minimum 2080 hours), full-time non-probationary employees shall be entitled to ten (10) days paid vacation. Employees shall not accumulate vacation leave while on leave of absence without pay. Vacation may not be used before it is earned.

After completion of six (6) years, full-time employees shall be entitled to eleven (11) days paid vacation upon their

Anniversary Date.

After completion of seven (7) years, full-time employees shall be entitled to twelve (12) days paid vacation upon their Anniversary Date. Employees who have completed eight (8) years shall be entitled to thirteen (13) days paid vacation upon their Anniversary Date, and so on until twenty (20) days vacation is earned following completion of fifteen (15) years, beyond which level no additional days may be earned.

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

All vacations must be taken within the Anniversary year, and if not used, they shall be forfeited without pay.

All vacation requests must be submitted to and must be approved by the Department Head as to the dates requested and the length of vacation; considering the efficient operation of the Department and the wishes of the employee.

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

Upon termination of employment, accrued vacation will be pro-rated for time worked and paid accordingly. An exception to the above vacation payout shall be that no accrued vacation shall be paid upon termination of employment for misconduct or conviction of a felony.

If a person has a reason to use Funeral Leave during a period of Vacation Leave usage and such leave is documented to the Department Head's satisfaction, such time may be considered as Funeral Leave use instead of Vacation Leave and will not be deducted from the employee's Vacation Leave.

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

Vacation Scheduling. Requests for vacation of five (5) days or longer shall be made to the Department Head at least twenty (20) working days prior to the beginning of the requested vacation. The Department Head shall approve or deny the request within five (5) working days. The Department Head may grant vacations at his discretion, considering the employee's wishes and efficient operation of the Department. The Department Head may assign a vacation period to employees whenever necessary to insure there shall be no excess vacation time at the conclusion of the employee's next anniversary date. A vacation may not be

waived by an employee and extra pay received for work during that period, except in extraordinary cases and as approved by the Board of Commissioners. An employee may use vacation only with the prior approval of the Department Head.

ARTICLE 26

HOLIDAYS

Section 1. Holiday Schedule. Full-time and regularly scheduled part-time, non-probationary employees shall receive eight (8) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

General Election Days	Labor Day
New Years Day	Columbus Day
Martin Luther King's Birthday	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Friday after Thanksgiving
1/2 day on Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	Day before New Years

Section 2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- (b) The employee must not be on a leave of absence, layoff, or disciplinary suspension in order to receive holiday pay.
- (c) No employee will be eligible for holiday pay prior to his/her completion of the probationary period.
- (d) 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 3. The Department Head may require employees to work on paid holidays, and the holiday pay rate shall be time-and-one-half for hours worked.

ARTICLE 27

HEALTH INSURANCE

Section 1. The County shall pay the full premium for hospital-medical insurance for each full-time non-probationary

employee and their legal dependents. (Note: At the employee's option, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.) The insurance provided shall be Blue Cross/Blue Shield (MVF-I), Semi-private Hospitalization and Surgical Benefits, with Prescription Drug Rider (\$3.00 Deductible); or another carrier which provides a comparable benefit level. Employees who are regularly working 32 or more hours per week on the date of ratification of this Agreement shall continue to be eligible for full benefits for so long as they work at least 32 hours.

Section 2. The employee shall have the option, upon termination, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

Section 3. All full time employees covered by this Agreement shall receive the Delta Dental of Michigan coverage, group #0009, which became effective July 1, 1981.

Section 4. All increases in health and dental policy combined premiums above the benchmark of \$3,880.00 shall be assumed 100% by the employee, who shall authorize payroll withholding accordingly. All employees in the active employ of the Employer on the date of ratification of this agreement shall be exempt from this provision.

Section 5. All employees who are eligible for health insurance coverage under their spouse's Shiawassee County employment policy shall not be eligible for benefits hereunder, but shall receive in lieu thereof \$700.00 annually. Said amount will be payable at the end of the calendar year and is pro-rated.

Section 6. All employees who are eligible for health insurance coverage under their spouse's policy shall have the option to withdraw from the above coverage and receive in lieu thereof \$700.00 annually. Said amount shall be payable at the end of the calendar year and is pro-rated.

Section 7. Coverage for Laid Off Employees. Health insurance may be continued by an employee laid off by paying the monthly premiums, in advance, to the Shiawassee County Clerk's Office for the period of time required by applicable State or Federal law.

ARTICLE 28

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 29

WAGES

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

ARTICLE 30

LONGEVITY PAY

The longevity pay plan provides that certain County employees and appointed County officials be granted longevity payments in addition to their salary for their classification. However, longevity pay only applies to persons hired before January 1, 1984. Longevity for those who are eligible will be based as follows:

- A. Employees who have completed four (4) years service: Two Hundred Forty Dollars (\$240.00).
- B. Employees who have completed eight (8) years service: Three Hundred Sixty Dollars (\$360.00).
- C. Employees who have completed twelve (12) years service: Four Hundred Eighty Dollars (\$480.00).
- D. Employees who have completed sixteen (16) years service: Six Hundred Dollars (\$600.00).

Longevity payments shall be made upon completion of the eligible employee's anniversary year, in addition to regular salary and in addition to any salary increase.

Part-time employees that were employed before January 1, 1984, are also entitled to longevity payments on a pro-rated basis. For example: an employee working one-half (50%) time for five (5) years of service would be entitled to One Hundred Twenty Dollars (\$120.00).

ARTICLE 31

MILEAGE

An employee who is required to use their own private vehicle in the performance of assigned duties shall be paid for actual

trip mileage incurred each month, as established by regular work location, at the rate as determined by action of the County Board of Commissioners. In the event the County improves the rate of mileage reimbursement or establishes a new benefit level which would improve the rate of reimbursement related to on-the-job travel and applies said improvement(s) to any County employee, such improvement(s) shall be extended at the same time and in the same manner to all employees in this bargaining unit.

ARTICLE 32

HEADINGS

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

ARTICLE 33

GENDER CLAUSE

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

ARTICLE 34

INCLEMENT WEATHER

The Board, through its Chair, reserves the right to close the Department and not require employees to report to work in the event of inclement weather. If the Chair of the Board authorizes the same, she shall notify a previously announced and posted Radio Station to carry that news by 7:00 A.M. The Employer will pay employees for the time they were normally scheduled to work.

ARTICLE 35

LICENSING AND DUES

Costs of State or County licensing fees or membership dues required to qualify in order to carry out employment requirements shall be borne by the employee.

ARTICLE 36

WORKER'S COMPENSATION

Employees are covered by the State of Michigan Worker's Compensation Statute. Each employee shall report any on-the-job injury to the Department Head immediately, if possible, and under

no circumstances later than the end of the same day in which the injury occurred. Written notification of such an injury will be given to the Board of Commissioners the same day by the Department Head.

ARTICLE 37

PERSONAL LEAVE DAYS

Personal Days For Personal Business or Emergencies. Each full-time and part-time non-probationary employee, after completion of at least one (1) year of employment by December 31 of any year and subject to the below, shall be allowed to use three (3) days in the subsequent year (with pay) for emergencies or for personal business. Employees with lesser tenure shall be credited pro-rata. These days must be taken in one (1) hour increments and require twenty-four (24) hours notice, if possible, to the employee's Department Head.

Personal days will not accumulate if not taken within one year of being earned and are not reimbursable on termination.

ARTICLE 38

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 one 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 pay period the overtime 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 time allowed is fifteen (15) hours at any one time.

ARTICLE 39

MILITARY RESERVE TRAINING

A full-time non-probationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total

amount of Government base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

ARTICLE 40

TERMS OF THIS AGREEMENT

Section 1. This Agreement shall become effective on January 1, 1988, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1990.

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

IN WITNESS WHEREOF, the parties have set their hands this 22 day of Sept, 1988.

MICHIGAN HEALTH CARE ASSOCIATES,
DISTRICT 1199M

SHIAWASSEE COUNTY BOARD OF
COMMISSIONERS

By: _____
Henry Nicholas, National

By: Joe Stephens

By: _____
Gloria Williams, Michigan

By: Kay Nichols
Kay Nichols,
Personnel Committee

By: Katherine S. Kress

By: Margaret C. Ebe

By: Alicia Swartz

By: Charlotte Novak

COMPENSATION SCHEDULE

CLASSIFICATION I: CLINIC TECHNICIAN; SECRETARY I

	2% INCREASE 1-1-88 thru 12-31-88	3% INCREASE 1-1-89 thru 12-31-89	3% INCREASE 1-1-90 thru 12-31-90
Start	11,919.72	12,277.31	12,645.63
1 year	13,180.44	13,575.85	13,983.13
2 years	13,811.82	14,226.17	14,652.96
3 years	14,443.20	14,876.50	15,322.79

**CLASSIFICATION II: SECRETARY II; HEARING TECH;
VISION TECH; ACCOUNTING PROCESSOR I**

	2% INCREASE 1-1-88 thru 12-31-88	3% INCREASE 1-1-89 thru 12-31-89	3% INCREASE 1-1-90 thru 12-31-90
Start	12,886.68	13,273.28	13,671.48
1 year	14,271.84	14,700.00	15,141.00
2 years	14,964.42	15,413.35	15,875.75
3 years	15,657.00	16,126.71	16,610.51

NOTE: Vision and Hearing Tech salaries red-lined. Vision and Hearing Techs shall receive same percentage as above, but in a lump sum pay-out at end of calendar year or at time of termination, on pro-rata basis. Such lump sum percentage to be based on actual hours worked and salary earned during each year.

The above scales shall be applied retroactively to those employees in the active employ of the Employer on the date of ratification of this Agreement