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Barry County Courthouse

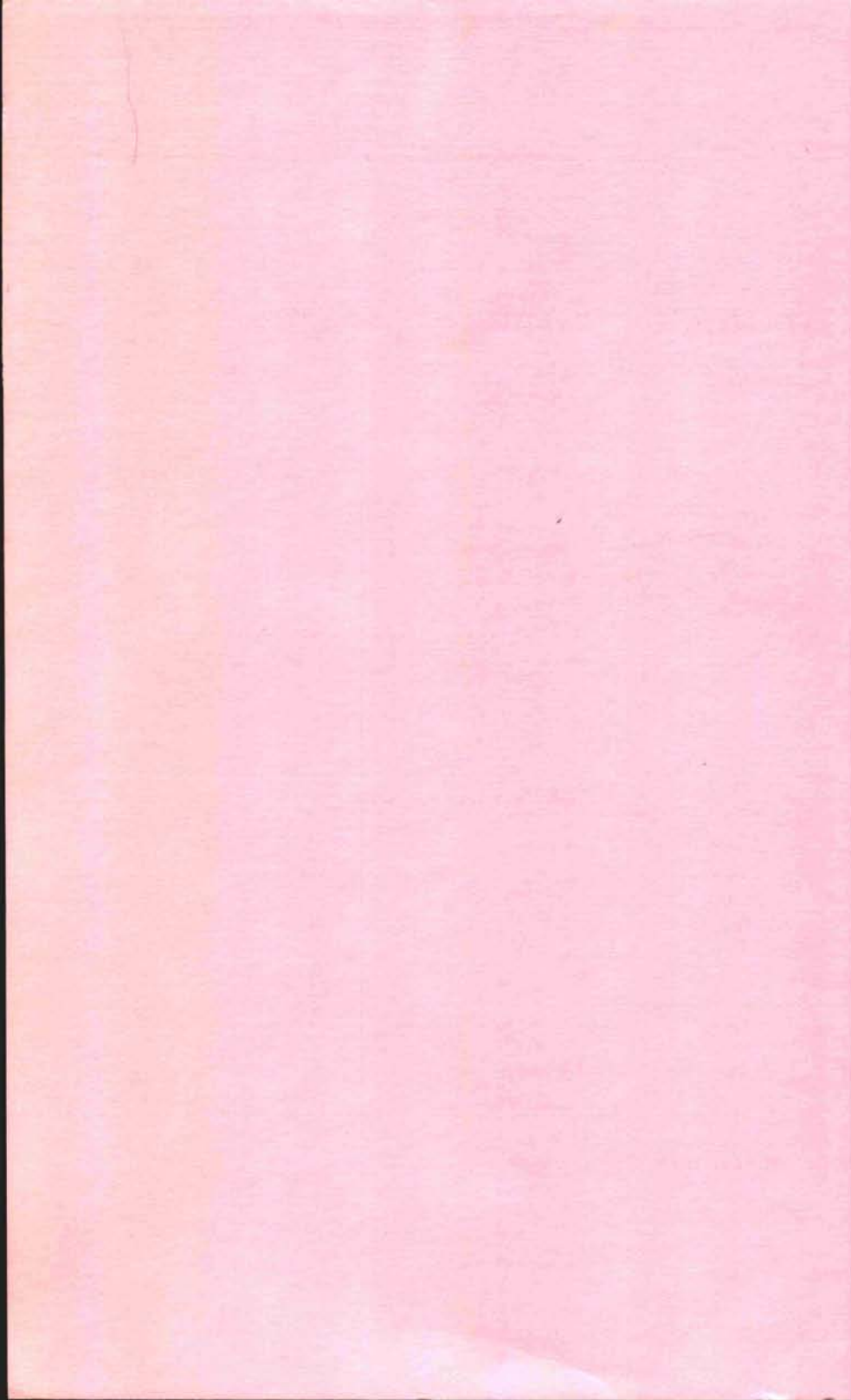
Employees
Association
Handbook

Barry County

LABOR AND INDUSTRIAL
RELATIONS COLLECTION
Michigan State University

Hastings, Michigan

1992



AGREEMENT

Between

COUNTY OF BARRY, THE PROBATE COURT FOR THE
COUNTY OF BARRY, THE FIFTH CIRCUIT COURT, THE
56TH DISTRICT COURT, THE BARRY COUNTY CLERK,
THE BARRY COUNTY TREASURER, THE BARRY COUNTY
REGISTER OF DEEDS, THE BARRY COUNTY
DRAIN COMMISSIONER, AND THE BARRY
COUNTY PROSECUTING ATTORNEY

-and-

BARRY COUNTY COURTHOUSE EMPLOYEES' ASSOCIATION

January 1, 1992 through December 31, 1994

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AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of January, 1992, at Hastings, County of Barry, Michigan, by and between the County of Barry, the Probate Court for the County of Barry, the Fifth Circuit Court for the County of Barry, the 56th District Court for the County of Barry, the Barry County Clerk, the Barry County Treasurer, the Barry County Register of Deeds, the Barry County Drain Commissioner, and the Barry County Prosecuting Attorney, hereinafter referred to as the "EMPLOYER," and the Barry County Courthouse Employees' Association, an incorporated employee Association, hereinafter referred to as the "ASSOCIATION."

W I T N E S S E T H:

WHEREAS, the Employer and the Association recognize that the efficient administration of the Courts and of the County government and the well-being of the employees require that orderly and constructive relationships be maintained between the parties hereto; and

WHEREAS, it is the intent and purpose of this Agreement to assure a mutually beneficial working and economic relationship between the parties and to set forth the basic and full agreement between the parties concerning these relationships.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1

RECOGNITION

Section 1. Recognition. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Association as the exclusive representative for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, of all employees included in the bargaining unit described below:

All full-time and regular part-time employees of Barry County, including employees in the following Departments: Abstract Office, Probate Court including the Juvenile Division, Cooperative Extension Service, Drain Commissioner, Equalization Department, Register of Deeds Office, Treasurer's Office, Custodial and Ground, County Clerk's Office, District Court (including Magistrate and Probation), Coordinator's Office, Animal Control Office, Planning Department, Circuit Court including the Friend of the Court's Office, Prosecuting Attorney's Office; but excluding temporary employees, substitute employees, managerial employees, Sheriff's Department employees, Circuit Court stenographers, and Supervisors as defined in the Public Employment Relations Act.

Section 2. Part-Time Employees. Employees scheduled to work twenty (20) hours per week but less than forty (40) hours per week shall be considered part-time employees. Part-time employees who are members of the Association will receive all benefits afforded full-time employees prorated in accordance with the hours worked.

Section 3. Temporary Employees. Temporary employees are those employees hired to augment the work force and work for a specific project or time period of less than ninety (90) work days per year. There shall be no seniority or rights of recall for temporary employees. The Employer shall give the Association President written notice of the hiring of a temporary employee, the position the temporary employee is hired for, the anticipated time period that the Employer expects the

temporary employee to work, and the reason for the temporary employee. A temporary appointment may be extended for an additional thirty (30) work days upon written notification to the Association prior to the end of the original appointment. These temporary appointments may be extended beyond one hundred twenty (120) work days with the mutual agreement of the Employer and the Association.

Should a temporary employee enter the Bargaining Unit and successfully complete a probationary period, he/she shall be given seniority retroactive to his/her original employment date if there is no break in service and the person has worked at least twenty (20) hours per week.

Section 4. Substitute Employees. An employee who is hired to replace an employee on a leave of absence (paid or unpaid) or on workers' compensation shall be considered a substitute employee. Substitute employees may be retained for the duration of the regular employee's absence but shall not attain seniority. Substitute employees shall be compensated by wages only. Such wages shall be consistent with the salary rate for the position the substitute employee is filling. Should a substitute employee enter the Bargaining Unit and successfully complete a probationary period, he/she shall be given seniority retroactive to his/her original employment date if there is no break in service and the person has worked at least twenty (20) hours per week.

ARTICLE 2

MANAGEMENT RIGHTS

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of the rights, powers, and authority, which the Employer had prior to May 9, 1972, unless and only to the extent that specific provisions of this

Agreement curtail or limit such rights, powers and authority. These rights include, but are not limited to, those provided by statute or law along with the right to direct, hire, promote, transfer, assign and retain employees in positions within the County. Further, to suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the Employer has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the County to the taxpayers thereof. The Employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions not inconsistent with the express terms of this Agreement.

The Employer reserves the right to hire, assign and lay off employees in accordance with the terms of this Agreement.

The Association reserves the right to grieve when action taken by the Employer under this section is contrary to a specific limitation of such Employer rights contained in this Agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

Section 1. For the purposes of this Agreement, the term "grievance" means any dispute between the Employer and its employees or the Association regarding wages, hours, or conditions of employment.

Section 2. An employee who believes he/she has a grievance is encouraged to informally discuss his/her complaint with his/her immediate supervisor. In the

event the complaint is not satisfactorily settled at this point, it shall become a grievance and the following procedure shall become effective.

Section 3. First step. To be processed hereunder, a grievance must be reduced to writing (in triplicate), state the facts upon which it is based, when they occurred, specify the section of the Agreement which has allegedly been violated, must be signed by the employee who is filing the grievance, and be presented to the employee's Department Head within ten (10) days after the employee knew or should have known of the occurrence or the event upon which it is based. The Department Head shall give a written answer to the aggrieved and/or his/her Association representative within five (5) days after the receipt of the written grievance. If the answer is mutually satisfactory, the employee and/or his/her Association representative shall so indicate on the grievance form and sign it with two (2) copies of the grievance thus settled retained by the Association and one (1) by the Department Head.

Section 4. Second Step. If the grievance has not been settled satisfactorily in the first step, and if it is to be appealed to the County Grievance Board composed of the employee's Department Head and the Personnel Committee of the Board of Commissioners, the grievant shall within five (5) days, submit in writing the matter to the Chair of the Personnel Committee. The Grievance Board shall meet within fifteen (15) days after receipt of the grievance by the Chair of the Personnel Committee and shall give a written answer within five (5) days after meeting. If the disposition made by the Grievance Board is still not satisfactory or if the Grievance Board does not take action on it after fifteen (15) days, then the grievance may be submitted within twenty (20) days after such disposition by the Grievance Board, to binding arbitration. If the grievance is not submitted to binding arbitration by written demand to the Employer within the time

limits described above, it shall be conclusively considered settled on the basis of the last answer to the grievance. If written demand for arbitration is timely given to the Employer, the parties shall assign an arbitrator from the following panel of five (5) arbitrators that have been selected by the parties:

1. Barry Brown
2. Mario Chiesa
3. Mark Glazer
4. Pat McDonald
5. George Roumell

If an arbitrator becomes permanently incapacitated, the parties will substitute a mutually acceptable alternate.

The parties shall select the arbitrator to hear a grievance by alternately striking one name from the list. The person whose name remains shall act as arbitrator.

Section 5. Policy grievances by the Association may be submitted directly to the second step within twenty (20) days of the time it knew or should have known of the occurrence.

Section 6. Time limits at any step of the grievance procedure may be extended only by mutual written agreement between all parties involved. In the event the grievant does not appeal a grievance from one step to another within the time limit provided, the grievance will be considered as being settled on the basis of the last answer. Failure of the Employer to respond to a grievance, at any stage within the time limits specified, shall be considered a denial of the grievance and it may be processed at the next step.

Section 7. An aggrieved person may withdraw further consideration of a grievance at any stage of the procedure.

Section 8. The parties agree that the arbitrator and the arbitration shall be subject to the following:

A. The arbitrator shall be empowered to rule only on those grievances which are properly submitted through the grievance procedure.

B. The arbitrator shall not add to, detract from, ignore, or change any of the terms of this Agreement.

C. Back pay shall be limited to the amount of the base wage the employee would have earned less any amount received from other employment or unemployment compensation which the employee is permitted to retain or as determined by the arbitrator based on the facts and circumstances of the case.

D. It shall be the responsibility of the arbitrator to render a decision within thirty (30) days of the closing of the case if possible.

E. The parties agree that the arbitration shall be conducted in accordance with the rules of the American Arbitration Association.

F. Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator.

G. The withdrawal or settlement of grievances by the Union and the settlement of grievances by the Employer will be without prejudice to either party.

H. Fees and expenses of the arbitrator shall be borne equally between the Employer and the Association. The Employer shall, upon request, make employees, who are on duty available as witnesses. Each party shall make

arrangements and pay for the expenses of witnesses which are called by them. Each party shall fully bear its costs regarding witnesses and any other persons it requires or requests to attend the arbitration.

Section 9. Days referred to in this Article shall be Monday through Friday, excluding Saturdays, Sundays and Holidays.

ARTICLE 4

WRITTEN AGREEMENTS

There are no understandings or agreements or past practices which are binding either upon the Employer or the Association other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Association until it has been reduced to writing and signed by both the Employer and the Association.

ARTICLE 5

AGENCY SECURITY

Section 1. Membership in the Association is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Association. Neither party shall exert any pressure on or discriminate against an employee with regards to such matters.

Section 2. Membership in the Association is separate, apart and distinct from the assumption by one of his/her equal obligations to the extent that he/she receive equal benefits. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether

or not an employee is a member of the Association. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members of the Association.

Section 3. In accordance with the policy set forth under Sections (1) and (2) of this Article, all employees in the bargaining unit shall, as a condition of continued employment, either become and remain members in good standing of the Association or pay to the Association, the employee's exclusive collective bargaining representative, a service fee. The Association shall set the service fee at the amount of an employee's fair share of costs attributable to negotiating and administering the terms of this agreement. For new employees, this payment shall start the first pay period six (6) months following the date of employment.

Section 4. Employees shall be deemed to have complied with the terms of this section if they are not more than sixty (60) days in arrears for membership dues or representation fees respectively.

Section 5. Employees who fail to comply with the provisions set forth above, shall, pursuant to MCLA 408.477; MSA 17.277(7), have the amount of the service fee deducted from his/her wages and remitted to the Association by the Employer upon expiration of the above-stated time limits and receipt of written notice of that fact from the Association. The Association agrees to defend and indemnify the Employer and hold it harmless from any and all claims, liabilities, expenses or judgments, including attorneys' fees, arising out of and pursuant to the provisions of this article.

ARTICLE 6

DEDUCTION OF DUES

Section 1. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of the Association provided, however, that the Association presents to the Employer authorizations, signed by such employees allowing such deductions and payments to the Association. This may be done through the President of the Association.

A. Amount of initiation fee and dues will be certified to the Employer by the Treasurer of the Association.

B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Association as prescribed above for the deduction and transmission of Association dues and initiation fees.

Section 2. The Association agrees to indemnify and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Association initiation fees and/or dues. The Association assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Association.

ARTICLE 7

SENIORITY

Section 1. Definitions.

A. County Seniority. The employee's length of continuous service with the Employer since the employee's most recent date of hire. County

seniority shall be used for determining annual leave accrual, longevity and pension credits.

B. Departmental Seniority. The length of an employee's continuous service with his/her respective department since the employee's most recent date of hire.

C. Classification Seniority. The date the employee was appointed to his/her present job classification, adjusted for leaves of absence in excess of thirty (30) consecutive days without pay.

D. If an individual terminates his/her employment with the Employer (departments covered by this contract and Sheriff's department only) and rehires with the Employer on a later date, the employee will, after two (2) years of continuous employment receive an update concerning his/her seniority, and be credited 100 percent for the time worked prior to employment termination for matters of annual leave accrual, longevity and pension credits. Credit shall be based on full years only. For example, an employee with 4.5 prior years of seniority with the Employer, shall be credited with four (4) extra years after the two (2) years of new employment.

It is the responsibility of the individual to meet the requirements of the Michigan Municipal Employees' Retirement Fund and make any adjustments which may be necessary.

E. Ties. Any ties in the above seniority dates shall be resolved in favor of the employee with the greatest County seniority from most recent date of hire.

Section 2. Seniority List. The Employer shall maintain a roster of employees, arranged according to County and classification seniority, showing name and seniority date(s). The Employer shall continue to furnish the President of the Association an up-to-date seniority list each six (6) months under this Agreement.

Section 3. Probationary Employees. All employees shall be considered to be on probation, and shall have no seniority, until they have been employed continuously for six (6) months following the first day of work for the Employer. Employees who experience a period of excused absences in excess of ten (10) consecutive working days during their probationary period shall have their probationary period extended by the number of days of absence. The Association shall represent probationary employees for the purpose of collective bargaining in respect to wages, hours and other conditions of employment, but not for layoff or discharge or discipline. The Employer shall have no obligation to reemploy an employee who is laid off or discharged during his/her probationary period. Employees may be disciplined, terminated or laid off for any reason, with or without just cause, during the probationary period and shall not have recourse to the grievance procedure.

Section 4. Seniority Status. Upon an employee's completion of the probationary period, he/she shall acquire seniority and he/she shall be placed upon the seniority list with a date to coincide with his/her date of last hire.

Section 5. Seniority of Association Representatives. Notwithstanding their position on the seniority list, the Association President, Vice President, Secretary and Treasurer, as long as they hold office, for purposes of layoff and recall only, shall have

preferential seniority in their respective classifications provided that there is work available which they have the skill and ability to perform in a satisfactory manner. If no employee is needed in their classifications, they shall have preferential seniority in the lowest classification in the bargaining unit in which there is work available which they have the skill and ability to perform in a satisfactory manner, rather than being laid off.

Section 6. Loss of Seniority. An employee covered by this Agreement shall cease to have seniority and shall have his/her name removed from the seniority list, in the event the employee:

- A. Is discharged for just cause and the discharge is not reversed; or
- B. Retires; or
- C. Quits; or
- D. Is laid off for a period of two (2) years or the length of his/her seniority, whichever is less; or
- E. Accepts employment elsewhere while on a leave of absence (other than an Association business leave of absence), or becomes self-employed for the purpose of making a profit, during a leave of absence; or
- F. Fails to report for work on the first working day after expiration of a leave of absence; or
- G. Fails to report for work within three (3) working days after he/she is notified to do so in person, by telephone, or by telegram or by certified or registered mail sent to the employee's address of record with the Employer;

Provided that, in the case of notice given in person or by telephone, the Employer shall promptly thereafter give to the Association a memorandum, in writing, that it has given such notice; or

H. Is absent from work, without permission, for three (3) consecutive scheduled workdays; or

I. Is on sick leave of absence for a period of two (2) years, or the length of his/her seniority whichever is greater.

Exceptions to Above Rules. An employee whose name is removed from the seniority list for any of the reasons "B" through "I", above, shall be deemed to have quit, subject only to the following exceptions:

If an employee falls within situation "F", "G", or "H", and his/her failure to report or his/her absence from work is on account of illness or injury or other serious reason beyond his/her control, the employee may retain his/her seniority if he/she has notified the Employer of such reason by certified mail, or by telegram, or by personal telephone call to the Employer, before the expiration of a one or three-day period in the case of "F" or "G", or before the end of his/her schedule shift on the third (3rd) working day in the case of "H".

It is recognized that the Employer may require substantiation of the reason by which an employee claims exception as above. If the reason is not substantiated upon such request, to the satisfaction of the Employer and the Employer determines that the employee's loss of seniority shall stand, the employee may appeal the determination of the Employer to the grievance procedure herein provided.

ARTICLE 8

APPLICATION OF SENIORITY

Section 1. Layoff Procedure. Layoff shall mean a reduction in the work force. The Employer will notify the employees ten (10) working days in advance of the layoff if the layoff is expected to exceed seven (7) calendar days in duration. The following procedure shall be used:

A. Any temporary employee will be laid off first providing the remaining employees in the department have the skill and ability to qualify to do the required work.

B. If further layoff is necessary, any substitute employee within a department will be laid off, providing the remaining employees in the department have the skill and ability to qualify to do the required work.

C. If further layoff is necessary, any probationary employee in the classification within a department with the least classification seniority will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work.

D. If further layoff is necessary, the part-time and full-time employees in the classification within the department will be listed by classification seniority date and the least senior will be laid off first and so on, within the classification, providing the remaining employees in the classification have the skill and ability to qualify to do the required work, and provided the remaining employees are willing to work the assigned hours.

Any employee with seniority in the bargaining unit who has been laid off may bump a junior employee in the same or lower-paying classification within his/her own department providing he/she has the skill and ability to qualify to do the work with normal supervision but without any additional training.

E. When a new or open position occurs in a department in a classification from which no employees have been laid off, employees with seniority in the bargaining unit in the same classification on layoff from a different department

shall be recalled in order of their seniority for said new or open position. The employee must have a reasonable expectation of satisfactorily performing the job.

F. When a new or open position occurs in any department, employees with seniority in the bargaining unit on lay-off status shall be given the first consideration for the new or open position provided the employee on lay-off status has the appropriate training and skills to perform the duties of said new or open position. This only applies to employees on lay-off status who have classifications equal to or higher than the open position. Any employee who is denied the opportunity to try the open position will be given written notification of the reasons for his/her disqualification.

G. Employees who are recalled pursuant to paragraphs "E" or "F" will be on probation during a trial period of up to three (3) months. If the recalled employee cannot and does not satisfactorily perform the duties of said position, he/she shall return to a laid-off status upon three (3) days prior notice.

Decisions under this paragraph will be at the sole discretion of the Department Head or elected official. Such decision will not be subject to the grievance procedure. If an employee is given a trial period, it shall be for a minimum of two (2) weeks.

Section 2. Benefit Continuation. Employees who are laid off will have health insurance and life insurance benefits continue to the end of the month in which the layoff occurs and for the following four (4) months. Thereafter, the laid-off employee may continue his/her health insurance and/or life insurance in accordance with the federal law commonly known as "COBRA." Payments should be made through the County Clerk's Office.

Section 3. Recall. When the work force is increased after a layoff, employees will be recalled in inverse order of layoff.

Section 4. Procedure to Accomplish Recall. When employees laid off for lack of work are to be recalled, the following method will be used by the Employer.

A. The employee or his/her spouse will be called by telephone, or notified in person of his/her recall and the date on which he/she is to return to work.

B. If an employee cannot be contacted personally under "A" above, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. This will be done even if the employee's spouse is contacted.

C. Any employee notified in accordance with "A" or "B" above, who fails to report for work within the time limits set forth in Article 7 Section 6G of the contract shall be considered to have quit.

If the date given in the recall notice is a date beyond the end of the three (3) working-day period specified above, the employee shall have until the end of the shift on the day specified to report before being considered as a quit.

It is the employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer will not assume any responsibility in the event notices are not received because the last address or telephone number is not correct; provided, in the event of a layoff, a lay-off slip will be issued and will contain the name, address and telephone number of the employee. A copy of this slip will be signed by the employee and retained by the Employer.

Section 5. Promotions and Posting of Job Vacancies.

A. The Employer recognizes that it is desirable in making assignments to vacant and new positions to consider the interests and aspirations of bargaining unit members. Whenever a vacancy occurs, the Employer will post on the bulletin boards a notice of such vacancy for a period of five (5) work days. The job posting shall specify the department having the vacancy, the job classification, the nature of the position, the salary, the hours of work, and qualifications expected of the applicant. It is the intent of the Employer to promote from within whenever it is consistent with the provisions of this section.

B. An employee with the necessary qualifications may bid for a change in job classification and/or a change in department.

C. Any employee who possesses the qualifications described in "A" and "B" may file a written bid to be considered for the position and shall be interviewed.

D. In the event that two or more employees who are qualified bid on the same position, the position shall be awarded to the most qualified employee taking into account his/her skills, ability and experience. In the event that two or more employees have relatively equal qualifications, the position shall be given to the employee having the most departmental seniority. The Employer retains the right to hire a new employee from outside the bargaining unit unless current employees have qualifications which are relatively equal to those of the proposed new employee.

E. Each senior employee who bids for a vacancy and who is not considered qualified shall be given written notification of the reasons for his/her

disqualification. Such action shall be a proper subject for the grievance procedure.

F. Vacancies are defined to mean full-time and part-time openings resulting from a newly created job or one caused by discharge, quit, retirement, death or permanent transfer of an employee; or any other position agreed to by the Employer and the Union as a vacancy.

Nothing in this Article shall be construed as limiting the right of the Employer to determine the number of employees required in each classification, nor shall it be construed as limiting the Employer's right to determine whether or not the vacancy shall be filled.

G. All contractual requirements in the hiring process apply equally to the County and to any agent it chooses to employ including the Michigan Employment Security Commission.

H. When an employee is accepted for bid on a higher rated job, his/her rate shall be the lowest merit step in the pay grade which is not less than the salary which he/she was receiving immediately before he/she transferred to the new job except that, in no event will an employee receive a pay increase of less than five percent (5%) when moving to a higher rated job, provided that under no circumstances shall the employee's salary exceed the top rate of the job.

When an employee is accepted for bid on the same or lower rated job, he/she shall be paid in accordance with the pay range for the classification, but he/she will retain his/her previous merit step.

During the first thirty (30) working days on the new job, a successful bidder may elect to return to his/her former job if he/she so desires, or the Employer

may transfer him back to his/her former job. If the employee is transferred back to his/her former job, the requirements of "E" above shall be applied. If the job is vacated during such period, the Employer may, at its option, select another bidder from the posting, or it may repost the job.

I. After an employee's successful transfer to a job for which he/she has bid, the employee shall be ineligible to bid for six (6) months thereafter unless the Employer and Association mutually agree to allow the bid.

J. Newly hired employees will begin at the starting rate of the classification unless the Employer agrees to credit the new employee with some or all of his/her prior experience. For wage progression, classification seniority dates will be used. County seniority dates are used for fringe benefit eligibility.

ARTICLE 9

ASSOCIATION REPRESENTATIVES

Section 1. The Employer hereby recognizes that the employees are entitled to be represented by a Bargaining Committee comprised of not more than four (4) employees covered by this Agreement, one of whom shall be the President of the Bargaining Unit, and any representative or attorney who may accompany them. The employees do hereby designate this Committee as the agent or representative of the Association for negotiation purposes.

The four (4) members of the Association negotiating committee shall be paid their regular rate of pay for reasonable time lost during their regularly scheduled working hours for time spent in negotiations, but in no event will more than four (4)

members of the negotiating committee be paid for participation in any one negotiation session.

Section 2. Alternate committeemen for negotiation purposes only may be designated from time to time by the Association for replacement and shall be entitled to all rights and privileges and limitations as the regular designated committeemen.

Section 3. The employees covered by the Agreement shall be represented by the Association President, Vice President, Secretary and Treasurer. The Association President, Vice President, Secretary and Treasurer shall be chosen in any manner the Association may designate, subject to the following:

1. Each of the four (4) named officers shall have been in the regular employ of the Employer for at least one (1) year prior to their selection;
2. The four (4) officers will be from at least three (3) different departments; and
3. At least one (1) officer will be from a professional classification.

The Association will notify the Employer, in writing, of the names of these employees.

Section 4. When requested by an aggrieved employee, an Association representative may investigate, present and process grievances on the Employer property without loss of time and pay during his/her regular working hours. However, it is understood and agreed that an employee or the Association representative shall not leave his/her work without first requesting and obtaining the approval of his/her immediate supervisor; which must be granted as promptly as is practicable under the circumstances.

Section 5. The Employer agrees that a Representative of the Association is welcome to enter the Employer's premises--upon notifying the Employer--to examine conditions with respect to legitimate Association business, or to participate in grievance meetings. The Association Representative agrees that such visits are not to interfere with operations or discipline of the Employer.

Section 6. The Employer agrees to grant a total of forty-eight (48) hours of paid release time per contract year to Association Executive Board Members for the purpose of conducting official Association business (e.g., out-of-the-County meetings with the Association's attorneys). The Association agrees to notify the Employer in writing no less than three (3) work days in advance of taking such leave. Paid release time shall only be granted for time lost during an Executive Board Member's regularly-scheduled working hours. There shall be no carry-over of unused paid leave time from year to year.

ARTICLE 10

SPECIAL CONFERENCES

Special conferences for important matters, will be arranged between the Association and the Employer or its designated representative at mutually convenient times and places when there are important matters to discuss. Such meetings shall be between one or more representatives of the Employer and one or more representatives of the Association. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda, unless both parties agree to include other

items. Up to two (2) employee representatives will be compensated for scheduled work hours lost while in attendance at these joint meetings. Conferences shall be held on a week day.

ARTICLE 11

WORK BY NON-BARGAINING UNIT EMPLOYEES

Employees of the Employer not covered by this Agreement may temporarily perform work covered by this Agreement. This occurs because the parties recognize that the work of employees performing bargaining unit work and the work of non-bargaining unit employees sometimes overlaps.

The Employer, however, agrees that Supervisors and other non-bargaining unit employees shall not be called back, or scheduled for overtime duty, to do bargaining unit work unless it is an emergency or employees are unavailable to or incapable of doing the work. This shall not prevent supervisors from doing bargaining unit work during overtime hours if in doing so it would not circumvent the overtime provisions of this Agreement.

ARTICLE 12

WAGES

Section 1. Attached hereto and marked Appendix "A" are schedules showing the classification and wage rates of the employees covered by this Agreement. It is mutually agreed that said Appendix "A", and the contents thereof, shall constitute a part of this Agreement. All wages will be paid bi-weekly.

Section 2. Merit Increases. Employees shall progress through the steps of the salary schedule progression based upon length of service and work performance. Merit increases are a means of recognizing satisfactory performance. The Employer retains the right for just cause to withhold a salary increase, provided that the employee and the Association are advised in writing of the reasons for the withholding.

ARTICLE 13

NEW, CHANGED OR ELIMINATED JOB CLASSIFICATIONS

Section 1. The right of the Employer to establish new job classifications, to change the job content of existing job classifications and to eliminate job classifications is recognized. Likewise, the right of the Association to negotiate wage rates for new job classifications and job classifications in which the content is substantially changed is recognized.

Section 2. In the creation of a new job classification, the Employer shall discuss its possible inclusion in the bargaining unit with the Association.

Section 3. If the Employer creates a new job classification or substantially changes the content of an existing job classification, the Association shall have the right to negotiate a wage rate for the new or changed classification. Failing to reach agreement, the matter may be referred to the grievance procedure.

Section 4. It is specifically recognized by the parties that the job classifications listed in Appendix "A" to this Agreement are primarily for the purpose of defining wage rates. It is specifically recognized that the job contents of some classifications overlap. It is also recognized that all employees are required to do whatever work is asked of them regardless of which type of work the employee usually performs.

While subscribing to the principles found in this Section, the Employer recognizes that it cannot use this Section to violate any other provisions of this Agreement.

Section 5. Any dispute arising under this Article will be a proper subject for the grievance and arbitration procedures.

ARTICLE 14

DISCIPLINARY ACTION

Section 1. Just Cause. Discipline shall be for just cause. The Employer and Association generally subscribe to the principle of progressive discipline, i.e., oral warning, written warning, and disciplinary time off before discharge. The parties recognize, however, that there are degrees of violations, some of which are severe enough to result in discharge for a first offense. If the offense is severe, the Employer has the right to discharge or to impose lesser penalties than discharge if the offense warrants, without regard to prior offenses.

Section 2. Representation. The employee against whom disciplinary charges are made may, upon the employee's request, be represented by an Association representative at any investigatory meetings held by the Employer.

Section 3. Notice. If disciplinary action is taken, the employee disciplined shall be given a written statement of the nature of his/her offense, of the penalty given, and of the date and time the disciplinary action becomes effective. The Association representative also shall be given a copy of such statement unless the employee requests otherwise. The statement shall be signed by the Employer representative who gives the disciplinary action.

If the Employer considers discharge the appropriate disciplinary action for the employee's conduct, it will suspend the employee without pay until the matter is investigated. The investigation shall be completed and a decision made by the Employer within one week of the date of suspension. The Association will be advised of the decision.

Section 4. Grievance. If there is to be a grievance concerning such disciplinary action, it shall be in writing and filed at Step One of the Grievance Procedure no later than ten (10) working days following the date of the disciplinary action. The Association representative may be involved at Step One for all grievances involving disciplinary layoff.

Section 5. Failure to File Grievance. If an employee who is disciplined fails to file a grievance within the time specified above, or if, upon the hearing of his/her grievance, he/she is found to have been properly disciplined, then his/her discipline shall be absolute as of the date of his/her discipline.

Section 6. Settlement. If it is found that the employee should not have been disciplined, or that the penalty assessed him was too severe, then the employee's grievance shall be settled as shall be determined by the Employer and the Association at the Step Two hearing, and the employee's payroll and personnel records shall be adjusted accordingly.

Section 7. Arbitration. If, at the Step Two hearing, the Employer and the Association are unable to agree upon a disposition of the matter mutually satisfactory to them, the Association may appeal the grievance to arbitration. The Arbitrator shall have full discretion to uphold, rescind, or modify disciplinary measures imposed by the Employer.

Section 8. Employee's Signature. The employee and/or Association representative will be required to acknowledge receipt of a written warning, except that the employee may request that the employee's signature does not mean he/she agrees to the charges or penalties.

Section 9. Prior Record. Any discipline which is more than one (1) year old will not be considered by the Employer if the employee has no subsequent written disciplinary activity during the one (1) year period.

ARTICLE 15

STRIKES, WORK INTERRUPTIONS

Section 1. The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Association, therefore, agrees that during the term of this Agreement, there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment, or picket the Employer's premises. The Association further agrees that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the service of the Employer.

Section 2. The Employer may at its option, discipline including discharge, employees violating any provision of Section 1 of this Article.

Section 3. During the term of this Agreement the Employer shall not cause, permit or engage in any lockout of its employees.

ARTICLE 16

LONGEVITY PAY

It is agreed that all regular, full-time employees and part-time employees in the active service of the Employer as of December 31 of any year shall be entitled to receive longevity pay for length of continuous service with the Employer according to the following rules and schedule of payment:

1. Longevity Pay Schedule - Continuous Service.

Five or more years - \$25/year (maximum payment - \$600).

2. Date of Payment.

Longevity payments shall be made on the first pay day in December.

3. Part-Time Employees.

Eligible part-time employees' longevity pay shall be pro-rated in accordance with the percentage of hours worked per week (i.e. if an employee works 24 hours per week, then he/she receives 24/40 of the longevity pay based on the number of years employed).

4. Separate Check.

Longevity pay is to be paid with a separate check.

5. Proration.

Any employee eligible for longevity pay who terminates employment in good standing, retires, or dies during the duration of this Agreement is entitled to receive longevity pay prorated for each entire month worked prior to the termination, retirement or death. Such employees or their designated representatives shall receive their longevity payments on the first pay day in December.

ARTICLE 17

HOSPITAL-MEDICAL INSURANCE

Section 1. The Employer shall make available benefits under the County's Self-Funded Health Insurance Plan 4801 (a copy of which is attached as Appendix B) to all employees and their dependents. New employees may elect this coverage with the Employer paying 25% of the applicable premium and the employee paying 75%. If the employee opts not to take such coverage, he/she will be eligible for coverage at the end of six (6) months of employment or at any open enrollment time thereafter. After the employee has been with the Employer for six (6) months, the Employer will pay one hundred percent (100%) of the applicable premium for the employee and his/her dependents. Coverage will begin on the date of hire or on the six-month anniversary date.

Section 2. Reimbursement. The Employer agrees to reimburse employees covered by the benefits described in Section 1 above pursuant to the Barry County Medical Reimbursement Plan (a copy of which is attached as Appendix C).

Section 3. Cash Payment Option. In lieu of health insurance coverage, employees who have completed six (6) months' service with the Employer may elect to receive a cash payment of Seventy-five Dollars (\$75.00) per month.

Section 4. Hospitalization for Retirees. An employee who retires at the ages provided in the present Barry County Retirement Plan (age 60 to 65 and vesting in ten (10) years) and his/her present spouse will be continued under the same hospitalization provisions as any working member under the same hospital insurance provisions as outlined in Section 1 of this Article, up to age 65.

It is further agreed and understood that upon an employee reaching the age of 65, or any retired member having reached the age of 65, or upon the death of an employee, or a retired member, the full health insurance coverage outlined in Sections 1 and 2 of this Article is canceled; provided, however, that in the event of the death of an employee, either before or after retirement (ages 60 to 65) the surviving spouse or any minor child, shall have the option to maintain said insurance in accordance with the federal law commonly known as "COBRA."

This benefit is granted for the express purpose of aiding retirees not working in excess of 1039 hours per a rolling 12 month period who have not reached their sixty-fifth (65th) birthday and therefore are not eligible for medicare coverage. Statements attesting that a retiree has not worked more than 1039 hours in the preceding twelve (12) month period will be required every three (3) months to assure the Employer that the employee is eligible for this benefit. The working restriction shall not apply to retired employees who have reached their (65th) birthday.

Retirees who work in excess of 1,039 hours in a 12 month period shall be required to exercise one of the following options:

- (a) They may remain under the Employer's Self-Funded Health Insurance Plan group coverage provided, however, that they reimburse to the Employer on a monthly basis a sum equal to the premium payment of their Employer's Self-Funded coverage.
- (b) Retirees may completely and totally withdraw from the Employer's Self-Funded group coverage. It should be noted that in the event a retiree withdraws from the Employer's Self-Funded group, said retiree will not be permitted to again at a later date reenter the Employer's Self-Funded group coverage.

Section 4. Supplement to Medicare. Any retired employee at the age of 65, and his or her spouse, may elect to be covered by the County's Complementary Insurance Program (supplement to Medicare) at their own expense.

Section 5. The Employer reserves the right to change insurance carriers or to provide a plan of self-insurance administered by the Employer, provided that equivalent benefits can be provided to the employees.

Section 6. Employer shall maintain a dental/optical insurance account for each employee covered by the contract. On or about January 1 of each year of this agreement, the Employer shall credit to the account of each employee Three Hundred Fifty (\$350.00) Dollars. This amount may be used by the employee for reimbursement of dental and/or optical expenses for the employee and his/her dependents. A request for reimbursement must be made within ninety (90) days after the service was rendered and must be accompanied by a written statement signed by the dentist, ophthalmologist, optometrist or optician performing the service. Such statement shall specify the service performed and the date of the service. The amount credited to an employee's dental/optical account may be accumulated from year to year. However, any balance remaining in the account upon termination shall be forfeited. Employees to be entitled to dental/optical insurance have to be employed for six (6) months.

ARTICLE 18

GROUP LIFE INSURANCE POLICY

Section 1. All employees who have completed six (6) months of service will be covered by a group life insurance policy with accidental death provisions at the Employer's expense in the amount of \$13,000 payable to his or her designated benefi-

ciary. Effective January 1, 1993, the amount of life insurance benefits for eligible employees shall be \$17,000.00.

Section 2. When an employee retires, the County will furnish \$5,000 of life insurance coverage if the employee wishes such coverage. The County will pay \$5.00 per month (\$1.00 per month per \$1,000 of life insurance coverage) and the retiree will pay the difference.

ARTICLE 19

PAID DISABILITY INSURANCE

Section 1. Income Protection Plan. The Employer shall provide an income protection plan due to non-occupational illness, sickness or injury which totally disables the employee from performing his/her regular employment duties. Employees are entitled to paid disability insurance upon completion of six (6) months' service.

Benefits shall be limited as follows:

- A. Benefits to commence on the 8th day of sickness or accident (one week waiting period).
- B. Benefit period to be limited to not more than 52 weeks.
- C. Benefit amount to be sixty-seven percent (67%) of weekly salary to a maximum of \$300 per week.

Any employee shall have the option of using accumulated sick, vacation or personal time to supplement the accident and sickness benefit up to his/her regular net salary.

The Employer shall continue to pay its share of the cost of life and health insurance premiums for the length of the disability up to a maximum of the month of

disability plus four (4) months. Disability which is caused or contributed to by pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan.

A pre-requisite for reinstatement from a paid disability leave is that the employee present a written certificate from a licensed physician verifying that the employee is capable of returning to work. The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

ARTICLE 20

PAID SICK LEAVE

Section 1. Every full-time, regular employee shall be allowed sick leave with pay at the rate of nine (9) days in each calendar year of his/her employment. Each such employee shall be credited with nine (9) sick leave days on each January 1. The only exception is when an employee's first active day of employment during a calendar year is after January 1, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.

Section 2. It is clearly understood that sick days are meant to compensate employees who are off work because of illness. Employees requesting sick days may be requested to present a supporting certificate of a physician. The Employer retains the

right, at its expense, to have the employee examined by a doctor of the Employer's choice.

Section 3. Each full-time, regular employee with six (6) months or more of service shall be entitled to accumulate and carry forward paid sick leave credits in full not used during the preceding calendar year or to convert said credits into a year-end bonus. The latter privilege is granted primarily as recognition that the Employer benefits by the uninterrupted service of employees. However, all employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

Section 4. Requests for bonus payments shall be given, in writing and signed by the employee, to the Employer no later than December 1 of each calendar year. There shall be only one such bonus payment date each year.

Section 5. At the date an employee terminates his/her employment with the Employer or is terminated by the Employer, a supplemental check shall be issued for all sick leave credits unused and carried forward from the years following June 24, 1983. Unused credits attributable to the year in which employment terminates shall automatically lapse.

Section 6. Unused sick leave credits accumulated by employees prior to June 24, 1983, (with a maximum accumulation of ninety (90) days allowed), shall be credited to the accounts of those employees. They may be used in succeeding years only after an employee has used all the sick leave which he/she has earned in that year.

This Section 6 only applies to unused sick leave credits accrued prior to June 24, 1983.

Section 7. Paid sick leave accumulated after June 24, 1983 shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the

date the sick days are used or converted into a year-end or employment termination bonus. Sick leave days accumulated by employees between June 24, 1983 and December 31, 1991 shall be paid at the rate of one hundred percent (100%). Sick leave days accumulated after December 31, 1991 which are converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).

Section 8. All eligible regular part-time employees are entitled to receive sick leave on a pro-rated basis in accordance with the number of hours of employment worked weekly.

Section 9. Notification. An employee taking sick leave shall inform his/her immediate supervisor of the fact and the reason therefore within the first hour of the employee's work day. Failure to do so within a reasonable period of time may be cause for denial of pay for the period of absence.

Section 10. Sick time may be used in increments of quarter hours for doctor and dentist appointments and when the illness occurs part way through the business day.

ARTICLE 21

JURY DUTY

Section 1. An employee who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the County on those days when the employee actually sits as a member of a jury an amount equal to the difference between the amount of wages (excluding shift premium) the employee otherwise would have earned by working during straight-time hours for the County on that day and the daily jury duty fee paid by the Court (not including travel allowances or reimbursement of

expenses), for each day on which he/she reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.

The Employer's obligation to pay an employee for jury duty is limited to a maximum of thirty (30) days in any calendar year. Additional time may be granted at the discretion of the County in unusual situations.

In order to receive payment, an employee must give the County prior notice that he/she has been summoned for jury duty and must furnish satisfactory evidence that he/she reported for or performed jury duty on the days for which he/she claims such payment. If an employee is released from jury duty part way through the day, the employee shall then report for work as promptly as possible.

Fringe benefits will continue to be earned while employees are on jury duty.

This Article applies only to employees who work twenty (20) hours or more per week on a regularly scheduled basis.

An employee who volunteers (without being summoned) for jury duty will not receive any of the jury duty benefits listed above.

Section 2. An employee who is subpoenaed to appear as a witness in court (other than as a defendant) shall be entitled to the same benefits, and subject to the same obligations, as an employee who is summoned for jury duty.

ARTICLE 22

OTHER LEAVES

Section 1. A maximum of three (3) days funeral leave time with pay may be utilized for attendance at funerals of an employee's immediate family. Immediate

family shall be interpreted as including: current spouse, parent or stepparent, parent or stepparent of current spouse, child or stepchild, sister, brother, or grandchild. The Employer is to be notified immediately of a death in the family and the extent of the expected absence. An employee who misses a scheduled day of work due to the death of a grandparent shall receive one (1) day of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick, vacation or personal time for good cause shown.

An employee excused from work under this section shall receive the amount of wages he/she would have earned by working during straight-time hours on scheduled days of work for which he/she is excused. Time paid will be counted as hours worked for purposes of overtime. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his/her immediate family (as defined in this section). Time off work will be granted only when it is consistent with this purpose.

Section 2. The parent of a minor child who requires the care of an adult within the home can utilize up to five (5) days per year of his/her own sick time to care for the child. Extensions may be made at the sole discretion of the Employer, but shall not be unreasonably denied.

Section 3. If a non-minor member of the immediate family within the home requires the attention of an employee, the employee can utilize his/her sick time, with the approval of the office supervisor, for the care of that person. It is clearly understood, however, that approval of the use of sick time for this purpose shall be in the discretion of the Employer.

Section 4. Workers' Compensation. In case of a work-incapacitating illness or injury for which an employee is, or may be, eligible for workers' compensation benefits under the applicable state statutes and regulations, such employee may apply accumulated sick, vacation, personal or compensatory time, in no less than one (1) hour increments, to make up the difference between regular net salary (gross salary less all deductions for federal, state and local taxes) and his/her workers' compensation benefits.

Section 5. Military Service Leave. The Employer and the Union agree that the matter of leave of absence for an employee during the period of his/her military service with the Armed Forces of the United States, and of his/her reinstatement thereafter, shall be governed by applicable statutes and case law.

Section 6. Extended Sick Leave. An employee with seniority shall be granted a leave of absence without pay for a reasonable stated period of time because of illness or injury following the exhaustion of paid disability insurance. A request for Extended Sick Leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A pre-requisite for reinstatement from a sick leave is that the employee present a written certificate from a licensed physician verifying that he/she is capable of returning to work.

The Employer reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the Employer's physician and the employee's physician disagree, the disagreement shall be resolved by the judgment of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the Employer and the employee.

Section 7. Personal Business Leave. An employee who has been employed by the County for at least one (1) year shall have the right to make written application for leave of absence for a period of up to one (1) calendar month, for personal reasons of persuasive nature which shall be stated in the application. Granting of such leave shall be in the discretion of the Employer. If the leave is granted, seniority shall be retained and accumulated during the period of leave.

Extension of a personal business leave of absence may be granted, in the discretion of the Employer, for a further period or periods, to a total period of not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.

Section 8. Leaves of Absence--General. All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested.

The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee must check with the Employer about maintaining at his/her own expense the employee group life insurance and hospitalization and surgical insurance, during this period. All leaves of absence must be approved by an employee's supervisor and cleared through the Personnel Committee. Employees shall be returned to their former classification and shift upon return from an approved leave of absence, providing their seniority allows, unless otherwise mutually agreed upon. Where the leaves of absence exceed six (6) months, and the employee cannot be returned to his/her previous position, he/she will be returned to a comparable position for which he/she is qualified.

ARTICLE 23

PENSION

Section 1. Employees covered by this Agreement are subject to the State of Michigan Municipal Employees' Retirement System (MERS) Benefit Program B-2.

Section 2. The Employer shall abide by all the terms and conditions of that program, or a similar retirement plan with the Michigan Municipal Employees' Retirement System or provided by another carrier, which is equal to or exceeds the present plan.

Section 3. Effective January 1 of each year of this Agreement, the Employer will adopt Benefit Program E (Section 68) so that current retirees will have their retirement benefits recomputed by the following percent:

100% plus 2% for each full year in the period from the date of the most recent Benefit Program E increase (or date of retirement, if later) to the January first as of which redetermination is being made. The new benefit amount will be payable thereafter.

ARTICLE 24

HOURS OF WORK

Section 1. Office Hours. Employer offices shall be open for the transaction of business Monday through Friday of each week from 8:00 a.m. to 5:00 p.m. However, these hours do not necessarily reflect the working hours for employees, and employees with the approval of their Department Head may have a flex work schedule. Offices may or may not be open during a one (1) hour lunch period.

Section 2. The Normal Work Week and Work Day. Forty (40) hours shall constitute a normal work week and eight (8) hours a normal work day, for which the wage rates shall be paid as set forth in Appendix "A" of this Agreement.

Section 3. Over-Time - Time and One-Half. Time worked in excess of forty (40) hours per week, or on a holiday recognized in this Agreement (in addition to holiday pay therefor), shall be compensated for at the rate of one and one-half times the employee's regular hourly rate of pay, exclusive of shift or premium pay, subject to the compensatory time rules described hereinafter.

Section 4. Computation of Overtime. For the purpose of computing overtime, holidays as defined in this Agreement, paid sick leave days, and paid vacation leave days shall be considered as days worked. In no case shall any employee be paid for any time not actually worked.

Section 5. Lunch Periods and Rest Periods. Each employee shall be allowed a one (1) hour lunch period daily.

A fifteen (15) minute break period shall be allowed in the morning hours and again during the afternoon.

Section 6. Pyramiding. Premium payments shall not be duplicated for the same hours worked.

Section 7. Call In or Report Pay. An employee who is called in or who is permitted to come to work without having been notified that work on the job for which he/she was scheduled is not available may, at the Employer's discretion, be sent home or be put to work on any job to which the Employer may assign him/her.

If the employee is put to work he/she shall be assured enough work to give him/her a minimum of three (3) hours pay at his/her applicable rate. If he/she is

offered work and declines the offer, the Employer shall have no liability to him/her for any amount of call in or report pay. If no work is provided by the Employer he/she will be paid for three (3) hours at his/her applicable rate.

The Employer shall have no liability for call-in or report pay to an employee or responsibility to offer him/her work, if he/she was absent when notice of lack of work was given or was attempted to be given. The Employer retains the right to notify employees not to report by telephone by calling the number on record with the Employer or by means of radio or T.V. announcement.

Report pay or call-in pay shall not be due when the employee is not able to work because he/she is on sick leave, vacation leave, personal business, an excused absence, or in case work is not available due to a work stoppage or labor dispute.

Section 8. Compensatory Time.

A. Professional Employees. Employees who meet the definition of "professional" employees under the Fair Labor Standard Act shall be entitled to compensatory time off for work in excess of forty (40) hours per week. Compensatory time shall be earned at the rate of one (1) hour of compensatory time off for each hour of overtime worked between forty (40) to fifty (50) hours per week and one and one-half (1-1/2) hours of compensatory time off for each hour of overtime worked in excess of fifty (50) hours per week. Compensatory time may be taken off at a time mutually agreeable to the Employer and employee.

B. Other Employees. An employee scheduled to work in excess of his/her regular scheduled hours during a given pay period may choose to be given compensatory time for such time worked in place of overtime pay, provided that the Employer and employee mutually agree on time within that pay period

where the employee may take the compensatory time off. When compensatory time off is instead of overtime pay, it is at the rate of overtime pay earned. For example, if an employee works eight (8) hours of overtime, at the rate of time and one-half, he/she shall receive twelve (12) hours of compensatory time off.

Section 9. The Employer retains the right to schedule reasonable amounts of overtime work.

ARTICLE 25

MISCELLANEOUS

Section 1. Mileage. All Association members using their private cars for travel conducting Employer business, shall receive reimbursement for use of their car at the officially-published standard mileage rate allowed as a deduction by the Internal Revenue Service as of the date the mileage is incurred.

Section 2. Resignation. Any employee covered hereby who desires to resign must present his/her resignation, in writing, to the office supervisor or department head. The resignation must be submitted two weeks, exclusive of earned vacation time, prior to the date it is to be effective.

Section 3. Bad Weather. Any time Employer operations are suspended because of weather emergencies, employees shall not be docked salary, sick leave, vacation time, personal business days or holiday pay for such closing.

Weather conditions affecting individual employees will be handled by a member's supervisor.

Section 4. Meals. The Employer will reimburse all Association members for meals purchased while on Employer business out of the County or for meals

purchased in the County if the meal is part of a seminar, training session or meeting of an organization of which the employee is a member on account of County employment. Receipts for such meals must be presented to the Employer in order to receive reimbursement. Cost limits will be based on the following:

Breakfast	\$ 4.50
Lunch	\$ 5.50
Dinner	\$11.75

Section 5. The Barry County Personnel Policies are incorporated herein by reference and shall govern the conduct of the parties except where there is a conflict and in that event, the collective bargaining agreement will prevail. The Employer retains the right to change the Personnel Policies provided that advance notice of said change is given to the Association.

Section 6. Reference in this Agreement to the male gender shall equally apply to the female gender and vice versa.

Section 7. The captions used in this Agreement are for the purpose of identification and are not a substantive part of the Agreement.

Section 8. The Association retains the right to hold a regular monthly membership meeting during the noon hour at a set date no more than once a month. Association members working in departments with staggered noon hours shall be entitled to receive reasonable unpaid time off in order to attend such meetings.

ARTICLE 26

HOLIDAYS

Section 1. All Association members will receive the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	January (3rd Monday)
President's Day	February (3rd Monday)
Memorial Day	May (Last Monday)
Independence Day	July 4
Labor Day	September (1st Monday)
Veteran's Day	November 11
Thanksgiving Day	November (4th Thursday)
Day after Thanksgiving	November (4th Friday)
Christmas Day	December 25

provided that he/she meets all of the following eligibility rules:

He/she has been employed at least three (3) months on the day that the Employer observes the holiday, and he/she works or is paid pursuant to this Agreement, the full period of his/her last scheduled work day prior to, and his/her next scheduled work day following, the holiday.

Whenever one of these holidays occurs on a Sunday, time off with pay is allowed on the subsequent Monday.

Whenever one of these holidays occurs on a Saturday, time off with pay is allowed on the previous Friday.

Section 2. In addition to the above holidays, the Association members will receive Christmas Eve Day and New Year's Eve Day off during 1992 and 1993 and one-half (1/2) day off on Good Friday afternoon during 1994.

Section 3. Any employee who is required to work on any of the six (6) major holidays (Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day) shall, in addition to receiving holiday pay, be paid at the rate of time

and one-half (1-1/2) for all hours worked, or alternatively, receive an equal amount of compensatory time.

Any employee who is required to work on any other holiday shall be compensated by an amount of vacation time equal to the hours worked. The overtime policy of individual departments must be established prior to the required work on holidays.

ARTICLE 27

PERSONAL BUSINESS DAYS

Section 1. Employees shall be entitled to three (3) personal business days per calendar year.

Section 2. Personal business days may be taken in segments of one (1) hour, or more. If the personal business days are to be segmented, the time off must be with the approval of the employee's supervisor.

An employee becomes eligible for personal business days after he/she has worked a minimum of 60 days.

An employee hired between January 1 and March 31 earns three (3) personal business days in his/her first year of employment. An employee hired between April 1 and June 30 earns two (2) personal business days. An employee hired between July 1 and August 31 earns one (1) personal business day. An employee hired between September 1 and December 31 earns business days effective on the following January 1.

The personal business day calendar year is from January 1 through December 31. (A full calendar year provides for three (3) personal business days).

ARTICLE 28

VACATIONS

Section 1. All full-time employees are eligible for the following paid vacation schedule upon completion of years of continuous service effective after their anniversary date.

2 weeks	1 year of employment
3 weeks	5 years of employment
4 weeks	10 years of employment

Section 2. If a holiday falls within the vacation period, an extra day will be given. All vacation times are to be arranged with the department head.

Section 3. All eligible regular part-time employees shall receive pro-rated paid vacation time in accordance with the number of hours of regular employment per week.

Section 4. Vacation days which remain unused at the end of a vacation year may be accumulated up to a maximum of ten (10) days. Accumulation of vacation time in excess of ten (10) days may be allowed at the discretion of the Employer provided that written application is made in advance and approved by the Personnel Committee of the Board of Commissioners. There shall be no accumulation of vacation time in excess of ten (10) days without the written approval of the Personnel Committee of the Board of Commissioners. Vacation days earned in different vacation years may not be scheduled back-to-back except in extraordinary circumstances and only with the approval of the Department Head.

Section 5. All employees are entitled to take their vacation time upon dates approved by the Department Head. An employee must take at least one (1) week of his/her vacation time at one time. The remainder of an employee's vacation time

may be taken in increments from one-half (1/2) day up upon the approval of the Department Head. Pay in lieu of vacation is not permitted. Employees must take their allowed vacation or forfeit it, subject to the provisions of Section 4, above.

ARTICLE 29

TUITION REIMBURSEMENT

Section 1. Tuition Reimbursement. The purpose is to help provide employees with the opportunity to further their work knowledge. Reimbursement shall only be provided when the funds are available in the County Budget. The Employer will try and provide reimbursement at sixty-five percent (65%) of educational expenses. Reimbursement will only be in accordance with the following guidelines:

- A. The employee must be a full-time permanent employee who has successfully completed the probationary period.
- B. The employee may not be on a leave of absence when enrolled in a course.
- C. The employee must still be employed by the Employer at the completion of the course.

Section 2. Procedure.

A. Employees will be reimbursed for tuition expenses at sixty-five percent (65%), provided that funds are in the budget. A grade of C or better has to be attained in a graded course or credit received in a credit/no credit course. All courses must be approved in writing by the County Coordinator in advance of registration for reimbursement to be considered. In certain exceptional cases, the appropriate Board Oversight Committee may recommend reimbursement if approval was not given in

advance. However, approval for reimbursement should be requested as soon as possible after registration. A Tuition Reimbursement form will be used.

B. After course completion, the original request is to be submitted to the County Coordinator, or appropriate Oversight Committee along with proof of payment of the tuition and a written grade report. The Employer will provide reimbursement only if payment was made by the employee and reimbursement is not available from another source. The Employer will not provide reimbursement if the tuition was covered by scholarship, veteran's benefits, fellowship monies, etc.

C. The request for reimbursement must be made within ninety (90) days of completion of the course. The Employer will not provide reimbursement if the request is submitted after ninety (90) days.

D. The Employer will not reimburse for mileage, books, meals, lodging or other expenses associated with the course work.

E. Repayment: If the employee leaves the employ of the Employer within one (1) year of the date the employee was reimbursed for the course taken, the employee shall repay the Employer the tuition reimbursement amount. This applies if the termination is voluntary or if for cause.

ARTICLE 30

FULL TIME/SHARED POSITIONS

In the spirit of cooperation the parties agree on the following procedures for the implementation of full-time/shared positions.

A. Definition. A full-time/shared position is a position in which two employees share one full-time job.

B. Creation of a Full-Time/Shared Position.

1. The employee in the full-time position must request that the position become a shared position by making the request of his/her supervisor and notify the appropriate bargaining unit representative.
2. Approval of the supervisor and the appropriate department head and/or elected official must be obtained before a position can be converted to a shared position.
3. Final approval for shared positions originates from the Barry County Personnel Committee.

C. Continuation and Review of Full-Time/Shared Positions

1. The supervisor will determine the duration of the shared position based on departmental needs.
2. A review of the shared positions will be conducted by the County and the appropriate bargaining units at the time of the expiration of the collective bargaining agreement to determine if it is feasible to create alternative shared positions.

D. Shared Work Schedule. The work schedule will be determined by the supervisor for the shared positions in a matter to attempt to accommodate the employees, as well as the needs of the department.

E. Reversibility.

1. The Personnel Committee may convert, at its discretion, the previously designated shared position back to a full-time position which will be filled through regular County employment procedures.
2. In the event that one of the partners in a shared position leaves the position, one of the following options may occur:
 - a. The remaining employee may continue to share the position and the other part would be filled through regular County employment procedures.

- b. Should it be determined by the Personnel Committee that the position will be converted to full-time, it will be filled through regular County employment procedures.
- F. Limits. There will be a limit of four (4) full-time/shared positions.
- G. Longevity. Full-time employees who are placed in shared positions are eligible for a pro-rata share of longevity.
- H. Fringe Benefits. Full-time/shared employees shall receive the same fringe benefits as part-time employees based on the number of hours they work.
- I. Layoff and Bumping.
 - 1. In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time position, regardless of seniority.
 - 2. In case of a reduction in force, employees in a full-time/shared position will not be eligible to bump an employee in a full-time/ shared position, regardless of seniority.

ARTICLE 31

TERMINATION AND MODIFICATION

Section 1. This Agreement shall continue in full force and effect until 11:59 p.m., December 31, 1994.

Section 2. If either party desires to terminate this Agreement, it shall, ninety (90) days prior to the aforesaid termination date, give written notice of termination.

Section 3. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year to year thereafter

subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

Section 4. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the aforementioned termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments desired.

Section 5. Notice of Termination and Modification.

Notice shall be in writing and shall be sufficient if sent by certified mail, if to the Association, County Courthouse, Hastings, Michigan, and if to the Employer, addressed to the County of Barry, Courthouse, Hastings, Michigan, or to any such address as the Association or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

FOR THE ASSOCIATION:

Cindra Forman
Cindra Forman, BCCEA President

Timothy Cole
Timothy Cole, BCCEA Vice-President

Cheryl O'Connor
Cheryl O'Connor, BCCEA Secretary

Susan VandeCar
Susan VandeCar, BCCEA Treasurer
Dated:

FOR THE EMPLOYER:

Theodore R. McKelvey
Theodore R. McKelvey, Chair
Barry County Board of Commissioners

Richard Shuster
Richard Shuster, Circuit Court Judge

Gary Holman
Gary Holman, District Court Judge

Richard H. Shaw
Richard Shaw, Probate/Juvenile Judge

Nancy Boefisma
Nancy Boefisma, Clerk

Robert W. Shaffer
Robert Shaffer, Drain Commissioner

Dale Crowley
Dale Crowley, Prosecutor

Sandy Schondelmayer
Sandy Schondelmayer, Register of Deeds

Juanita Yarger
Juanita Yarger, Treasurer

Date:

SCHEDULE A

LETTER OF UNDERSTANDING

1. Effective January 1, 1992, each annual salary column on the Salary Schedule Progression appendixes as indicated in Appendix A shall be increased by either three and one-half percent (3½%) or thirty cents (\$.30), whichever results in the greater increase.

2. Effective January 1, 1993, bargaining unit members shall receive a salary increase based on the County's increase in State Equalized Valuation (SEV) and calculated as follows:

$$\frac{1992 \text{ SEV} - 1991 \text{ SEV} + \text{Net adjustments granted in 1992 on prior years' SEVs if in excess of \$10,000.00}}{1991 \text{ SEV}} \times \begin{matrix} \text{(Headley factor)} \\ \text{(if less than)} \\ \text{(1.00)} \end{matrix} \times .5 = \text{Percentage Increase}$$

Providing, however, that such percentage increase will not be less than one and one-half percent (1½%) nor more than six percent (6%). Before the percentage increase is applied to each annual salary column on the Salary Schedule Progression appendixes, it will be rounded to the nearest tenth of a percent unless the hundredths of a percent digit is a 5 in which case it will be left in place. For example:

<u>Percentage increase per formula</u>	<u>Increase to Salary Schedules</u>
3.41% - 3.44%	3.4%
3.45%	3.45%
3.46% - 3.49%	3.5%

3. Effective January 1, 1994, bargaining unit members shall receive a salary increase based on one-half the percentage increase in the 1992 SEV and 1993 SEV totals for the County per the formula in paragraph 2 above, provided that such

percentage increase will not be less than one and one-half percent (1½%) nor more than six percent (6%).

4. The Association reserves the option to change the pension for all eligible bargaining unit members covered by this collective bargaining agreement from Benefit Program B-2 to Benefit Program B-3 effective January 1, 1993. Prior to exercising this option, the Association shall provide the Employer with an up-to-date actuarial valuation made in order to determine the contributions necessary to support Benefit Program B-3. Should the Association choose to change to Benefit Program B-3, its members shall be responsible for paying the total contribution increase to support Benefit Program B-3 as a percentage of salary. The Employer is authorized by this Agreement to deduct from employees' payroll checks the amounts of employee contributions to support the change to Benefit Program B-3.

5. Any current seniority bargaining unit member who is involuntarily reduced from full-time to part-time status must be scheduled to work at least eight (8) hour days and will receive all benefits afforded any full-time employee, and vacation, sick leave and longevity will be prorated in accordance with the hours worked. New employees and current bargaining unit members who voluntarily accept a part-time position may be scheduled to work less than eight (8) hour days. Those employees working less than eight (8) hour days shall not be eligible for the pension benefits in Article 23 of the Agreement.

**COURTHOUSE ASSOCIATION
TECHNICAL, OFFICE, PARAPROFESSIONAL & SERVICE**

1-1-92

<u>Class</u>	<u>Hire</u>	<u>6mo.</u>	<u>1 year</u>	<u>2year</u>
01 Hourly	5.75	6.02	6.29	6.57
Annual	11,960	12,522	13,083	13,666
02 Hourly	6.01	6.30	6.60	6.89
Annual	12,501	13,104	13,728	14,331
03 Hourly	6.29	6.60	6.91	7.22
Annual	13,083	13,728	14,373	15,018
04 Hourly	6.63	6.96	7.28	7.61
Annual	13,790	14,477	15,142	15,829
05 Hourly	6.96	7.42	7.70	8.08
Annual	14,477	15,434	16,016	16,806
06 Hourly	7.34	7.73	8.13	8.52
Annual	15,267	16,078	16,910	17,722
07 Hourly	7.88	8.31	8.74	9.15
Annual	16,390	17,285	18,179	19,032
08 Hourly	8.39	8.88	9.42	9.95
Annual	17,451	18,470	19,594	20,696
09 Hourly	9.01	9.58	10.15	10.73
Annual	18,741	19,926	21,112	22,318
10 Hourly	9.36	9.95	10.55	11.14
Annual	19,469	20,696	21,944	23,171
11 Hourly	9.71	10.32	10.94	11.55
Annual	20,197	21,466	22,755	24,024
12 Hourly	10.46	11.11	11.79	12.45
Annual	21,757	23,109	24,523	25,896

**COURTHOUSE ASSOCIATION
PROFESSIONAL 1-1-92**

<u>Class</u>	<u>Hire</u>	<u>6mo.</u>	<u>1year</u>	<u>2year</u>	<u>3year</u>
01 Hourly Annual	8.06 16,765	8.44 17,555	8.82 18,346	9.18 19,094	9.57 19,906
02 Hourly Annual	8.63 17,950	9.05 18,824	9.44 19,635	9.85 20,488	10.29 21,403
03 Hourly Annual	9.29 19,323	9.74 20,259	10.21 21,237	10.63 22,110	11.08 23,046
04 Hourly Annual	10.01 20,821	10.50 21,840	10.97 22,818	11.46 23,837	11.93 24,814
05 Hourly Annual	10.89 22,651	11.41 23,733	11.93 24,814	12.44 25,875	13.00 27,040
06 Hourly Annual	11.71 24,357	12.34 25,667	12.98 26,998	13.60 28,288	14.24 29,619
07 Hourly Annual	12.74 26,499	13.45 27,976	14.13 29,390	14.81 30,805	15.49 32,219
08 Hourly Annual	13.85 28,808	14.59 30,347	15.36 31,949	16.11 33,509	16.86 35,069
09 Hourly Annual	15.07 31,346	15.90 33,072	16.71 34,757	17.53 36,462	18.36 38,188

BARRY COUNTY
PERSONNEL POLICIES

ADOPTED BY PERSONNEL
MAY 17, 1989
ADOPTED BY :
BOARD OF COMMISSIONERS
JUNE 13, 1989
IMMEDIATE EFFECT

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CHAPTER I

GENERAL PROVISIONS

1.01 INTRODUCTION:

These Personnel Policies have been prepared to acquaint employees with the benefits and obligations associated with employment with the County. In addition, they are intended to achieve consistent treatment of employees between various departments within the County. They are not a contract of employment for any specified period of time. Employees should review these Personnel Policies and become familiar with their contents. These Personnel Policies and revisions which may be issued from time to time form the condition of employment with the County. Understanding the information contained in these Personnel Policies will help to avoid misunderstanding during an employee's course of employment.

1.02 AMENDMENT:

These policies may be amended by action of the Board of Commissioners. No one is authorized to make changes in the terms of these Personnel Policies except by revision and redistribution of the Personnel Policies or by written announcements from time to time by the Board of Commissioners. The County has the sole right to add to, delete or to modify any and all of the provisions of these Personnel Policies, at any time and with or without notice.

1.03 INTERPRETATION AND CLARIFICATION:

- A. Any employee who thinks they have been told something which is inconsistent with these policies and procedures, these Personnel Policies will control unless the Board of Commissioners or their designee provides the employee with a written statement that a deviation from the Personnel Policies is warranted.
- B. These Personnel Policies do not cover every situation and employees are expected to use good judgement in those matters not specifically covered. As questions arise, the Personnel Committee of the Board of Commissioners or the County Coordinator will issue clarification of procedures in the form of memos to department heads, elected officials and staff.

1.04 EQUAL EMPLOYMENT OPPORTUNITY:

It is the policy of the County to prohibit discrimination in employment because of religion, race, color, national origin, age, sex, height, weight, marital status, or handicap unrelated to an individual's ability to perform the duties of a particular job.

- A. Employee Appeal Procedure: Any employee who feels he has been subjected to discrimination in employment may appeal in accordance with the grievance procedure established in these Personnel Policies or a controlling labor agreement.
- B. Applicant Appeal Procedure: Any applicant for employment who feels he has been subject to discrimination in employment may appeal to the Personnel Committee or the County Coordinator.

1.05 SEVERABILITY:

If any of these policies are in conflict with any federal, state or local laws or regulations, the remaining policies shall continue in full force and effect.

1.06 LABOR AGREEMENTS:

In the event that there are provisions in collective bargaining agreements in which the County is a party which differ from these Personnel Policies, the provisions in the labor agreement shall be controlling for positions covered by the agreements.

1.07 GENDER:

Whenever the male gender is used in these Personnel Policies, the female gender shall be equally presumed and vice versa.

CHAPTER II

RECRUITMENT, SELECTION AND APPOINTMENT

2.01 POLICY:

It shall be the policy of the Board of Commissioners to recruit and select the most qualified persons. Recruitment and selection will be conducted to provide open competition and equal employment opportunity. Where possible employees shall be residents of Barry County.

2.02 APPLICATION FOR EMPLOYMENT:

Generally the County will not maintain resumes or applications on file for vacant positions. An exception to this is the Sheriff's Department where applications will be maintained.

2.03 OPEN COMPETITION:

All appointments and promotions to positions in the County and all measures for the control and regulation of employment in such positions shall be based on merit, efficiency and fitness.

2.04 JOB ANNOUNCEMENTS AND PUBLICITY:

- A. When a vacancy occurs or a new position is created the position may be posted internally for five (5) working days by the Board of Commissioners or their designee. This will allow current employees the opportunity to bid on the job. If there are no internal applicants or the internal applicants do not meet the criteria established, the job may be listed with MESC, advertised in local and area newspapers, trade journals or other sources for soliciting the most qualified applicants.
- B. Job postings will contain the following information: The department which has the vacancy, the nature of the position, job classification, salary, and the job requirements of the position to be used in the selection process.
- C. Current employees who apply for the position shall be given first consideration if deemed qualified by the Department Head.

2.04 Continued

- D. All qualifications being equal, the more senior employees shall be given first consideration. Nothing shall prevent the Department Head from selecting any applicant who they deem to be more qualified.

2.05 SELECTION:

- A. Selection procedures will be developed and administered by the County. Job related selection procedures shall be developed to maximize reliability, objectivity and validity.
- B. Selection instruments may include:
1. Work sample and performance test.
 2. Practical written test.
 3. Individual or group oral examination.
 4. Rating of training and experience.
 5. Background and reference inquiries.

2.06 CERTIFICATION:

Upon the request of a Department Head, the Michigan Employment Security Commission of Barry County will certify the names of qualified applicants to the Department Head. The Department Head may select from this listing, or from other sources.

2.07 APPOINTMENTS:

Department Heads shall make all appointments, subject to the procedures stated in these rules and regulations. In the case of appointed department heads, appointment shall be made by the Board of Commissioners on the recommendation of the appropriate oversight committee.

2.08 TRIAL PERIOD:

New employees will not know whether they are suited for a particular job or whether they will be satisfied with the job. The County has established an introductory or trial period so that employees can evaluate their satisfaction in the job and the County can evaluate their abilities. Generally this period will be six (6) months unless otherwise specified; however, it may be extended if it is unclear whether a new employee has the interest or abilities to perform a certain job.

2.08 Continued

At the conclusion of the trial period, the employee will normally be evaluated, and the County and the new employee can both determine if the employee is adequately suited for the position. Once an employee successfully completes the trial period, he will become eligible for certain benefits described in these Personnel Policies.

2.09 PRE-EMPLOYMENT REQUIREMENTS:

- A. PHYSICAL: No person shall be offered a position in the County unless a physical has been completed by a physician selected by the County and the results have been reviewed. In the event a physical has been completed on that person within the past twelve (12) months, at the option of the department head and with the concurrence of the Coordinator the requirement for the physical may be waived providing the County can obtain a copy of the physical report.
- B. VOCATIONALLY HANDICAPPED: If the examining Physician writes on the pre-employment physical form that the individual under consideration can be covered under the vocationally handicapped procedures in the Workers' Disability Compensation Act, the prospective employee shall be sent to the nearest Rehabilitation Division of the State Department of Education where they will be issued a Certification which will indicate that the individual is specifically covered for Barry County. Vocationally Handicapped conditions are: back problems, heart problems, diabetes and epilepsy. If a prospective employee has already been certified they must still reapply for a certificate specific to Barry County. Upon presentation of the certification to the County, the applicant may be considered for employment. Should a certified vocationally handicapped person be hired, the Department Head shall be responsible for making sure that all pertinent information requested by the certifying agency is submitted by the County on a timely basis.
- C. Barry County in accordance with Federal law hires only United States citizens or lawfully authorized alien workers. In order to determine this an I-9 form available in the Clerks office should be completed by the prospective employee and certified by the Department Head or County Coordinator no later then (3) days after the employee starts work.

CHAPTER III

PROMOTION, TRANSFER, DEMOTION and TEMPORARY ASSIGNMENT of DUTIES

3.01 PROMOTION, DEFINITION AND POLICY:

A promotion is the assignment of an employee from one classification to another with a higher rate of pay. For each vacancy a Department Head may recommend promotion of a current employee of the County. Current employees are encourage to apply for any vacancy for which they meet the requirements.

3.02 PROMOTIONAL TRIAL PERIOD:

Current employees promoted a new position shall serve a two (2) month promotional trial period before the promotion will be final. Promoted employees failing to successfully complete their promotional trial period shall revert to their former classification without the right to appeal.

3.03 TRANSFER, DEFINITION AND POLICY:

For each vacancy a Department Head may recommend the transfer of an employee from another program or department. A transfer is the assignment of an employee from another position of the same or similar class having the same pay rate, involving performance of a similar level of duties and requiring essentially the same basic qualifications. Employees interested in a transfer may apply for a vacancy for which they meet the requirements.

3.04 TRANSFER TRIAL PERIOD:

Current employees transferred to a new position shall serve a two (2) month transfer trial period before the transfer will be final. Transferred employees failing to successfully complete their transfer trial period shall revert to their former position without the right of appeal.

3.05 DEMOTION, DEFINITION AND POLICY:

A demotion is the assignment of an employee from one class to another class with a lower rate of pay.

3.06 TEMPORARY ASSIGNMENT OF DUTIES:

Employees may be transferred from one job classification to another at the discretion of the Department Head. Employees shall receive the rate of pay they would have received on their permanent job assignments (unless duties require more skills than the employee's permanent job assignments.) Employees temporarily transferred in accordance with this rule shall not acquire any permanent title or right to the job to which he is temporarily transferred. In any event:

- A. Rates of pay for temporary employees shall not exceed the starting salary for a full time employee in the same position unless conditions would otherwise warrant.
- B. If an employee's job description includes responsibility for acting in the absence of a department head or elected official, (eg. Deputy Director), their rate of pay already includes compensation for assuming these responsibilities. The Board of Commissioners may review these situations on a case by case basis and make a temporary adjustment in salary.

3.07 TEMPORARY POSITIONS:

Temporary positions do not have to be posted in accord with Chapter II if the position has been approved by the Board of Commissioners. A department head or elected official may fill the position by whatever means are most expedient.

CHAPTER IV

POSITION CLASSIFICATION

4.01 PURPOSE:

Because of a wide variety of positions in the County of Barry it is important to arrange these positions in an organized pattern. An accurate classification plan provides for sound personnel management and effective government operations by clearly describing the duties and responsibilities of employees.

4.02 DEVELOPMENT OF A CLASSIFICATION PLAN:

The County of Barry shall prepare and maintain a position classification plan which will provide a complete inventory of all positions.

The classification plan is based on an analysis of the duties and responsibilities of all positions in the same classification sufficiently alike to permit the use of a single descriptive title. A classification may contain one position, or more than one position as determined by the Board of Commissioners.

4.03 COMPOSITION OF A CLASSIFICATION PLAN:

The classification plan shall consist of job descriptions for each classification consisting of the following:

- A. A descriptive title.
- B. A section dealing with the nature of work, general responsibility, supervision exercised and received, methods of how worked is assigned and reviewed, hazards and other measures of responsibility and difficulty.
- C. A section containing examples of work illustrative of the duties performed. This listing shall not be all inclusive or limiting and in every case shall end with the phrase "performs related work assigned".
- D. A section giving knowledge, abilities and skills of applicants for entrance into the position.
- E. Other pertinent information.

4.04 USE OF CLASSIFICATION PLAN:

The classification plan shall be used:

- A. In recruitment efforts.
- B. As a guide in the preparation of any examinations that may be given to measure abilities needed to perform the job.
- C. In determining the lines of promotion.
- D. In developing employee in-service training programs.
- E. In determining salaries to be paid for various classes of work.

4.04 Continued

- F. In determining personnel service items in departmental and County budgets.

4.05 JOB DESCRIPTIONS:

Particular titles, phrases or examples or work are not to be isolated or treated as the full definition of a classification. Job descriptions are deemed to be descriptive and explanatory of the work performed and not inclusive of all the duties that may be performed, or restrictive of duties that may be assigned or required.

4.06 CLASSIFICATION TITLES;

Classification titles will be used in all personnel, accounting, budget and financial records.

4.07 MAINTENANCE OF A CLASSIFICATION PLAN:

No classification plan is static. It is not intended to fix positions permanently in the classes regardless of changes in organization and duties. Instead the plan must be continually administered so as to adopt to changing conditions. Therefore positions should be periodically reviewed with regard to allocations to classes. At the request of a Department Head the Classification Committee may review the duties of any position, and if warranted, may establish, combine or abolish classes as necessary at the Board of Commissioners discretion.

4.08 CLASSIFICATION COMMITTEE:

A Classification Committee is hereby established to review all requests for classification of new positions or reclassification of existing positions for professional, technical, paraprofessional and office worker positions.

- A. The committee shall be composed of the following representatives:
1. Two (2) members of the Board of Commissioners, appointed by the Board.
 2. Two (2) Courthouse Employees' Association members appointed by the Association.

4.08 Continued

3. One (1) appointed Department Head and one Elected Official appointed by the Personnel Committee.
 4. In the event the classification or reclassification under consideration by the committee is for a position in the department in which the Department Head, Elected Official or Association representative is working, they shall excuse themselves and an alternate shall serve in their place.
- B. The Classification Committee will meet no more often than quarterly to review classification or reclassification except in extenuating circumstances.
 - C. All new classifications or recommended reclassification shall be submitted to the Personnel Committee which may accept, reject or return to the Classification Committee the recommendations. If the Personnel Committee accepts the recommendation, they will take the recommendation to the Board of Commissioners for action.
 - D. The Personnel Committee will take no action on a new classification or reclassification unless a revised position description has been completed the Department Head and submitted to the County Coordinator.
 - E. Salary increases due to reclassification of an existing position shall only take effect on July 1 or January 1, whichever is the next date after the action by the Board of Commissioners.
 - F. Management positions shall have their classifications, reclassifications and position descriptions reviewed and evaluated by the Personnel Committee of the Board of Commissioners.

CHAPTER V

COMPENSATION

5.01 COMPENSATION PLAN:

The Compensation Plan shall consist of a schedule of pay ranges for all classes of positions and shall be linked to the Classification Plan (IV). The development of a compensation plan will take into consideration such factors as:

5.01 Continued

- A. External competitiveness.
- B. Ease of Administration.
- C. Ease of communication and understanding.
- D. Internal equity.
- E. Financial condition of County.
- F. Any special grant provisions and/or statutes.

5.02 ADOPTION:

All salary ranges must be approved by the Board of Commissioners.

5.03 ADMINISTRATION:

The Barry County Board of Commissioners or their designee shall be responsible for administering the pay plan.

5.04 ENTRANCE SALARY RATE:

The entrance salary rate for a newly hired employee or a re-hired former employee will be at the first step of the appropriate current pay range. Under unusual circumstances where there is a critical shortage, unusual need, Personnel committee may authorize a rate above the entry level at the request of the Department Head or Board Oversight.

5.05 MERIT INCREASES:

In classes of positions where there are pay ranges, employees shall progress through the steps based upon length of service, work performance, and availability of funds. Merit increases are a means of recognizing satisfactory performance and a supervisor may recommend the withholding of a salary increase. Such a recommendation must be in writing and detail the reason for the action. Copies of this action must be approved by the Department Head and forwarded to the employee.

- A. Department Heads should normally review the performance of an employee prior to the granting of a merit increase. Evaluations should normally be conducted after six (6) months of service, one (1) year of service and every year thereafter. Department Heads also will normally be evaluated at yearly intervals by the appropriate oversight committee.

5.05 Continued

- B. Employees who reach the top step of their salary grade are no longer eligible for step increases. These employees are eligible for any across the board salary schedule improvements granted by the Board of Commissioners.

5.06 PAY INCREASES:

There is currently approximately a five percent (5%) pay increase between steps and classes.

5.07 PAY ADJUSTMENTS:

The following personnel actions will affect the status of an employee in the following manner:

- A. Transfers: If an employee is transferred into a classification with the same pay grade, the employee's pay rate will remain the same.
- B. Promotions: If an employee is promoted into a classification with a higher pay grade, the employee shall be paid at the lowest step which is not less than the salary which he was receiving immediately before promotion and which will provide for at least a 5% salary increase. In no case, however will an employee be paid more than the top step in the pay range to which he was promoted.
- C. Demotion: If an employee is demoted to a classification with a lower pay grade, the employee shall be paid in accordance with the pay range for the classification, but shall be placed at the same step that they held in their previous position.

5.08 REDUCTION IN STAFF:

When it is necessary for the County to reduce staff due to lack of work or budgetary constraints, employees in eliminated positions will be terminated.

5.09 PAY PERIODS:

Pay checks will normally be distributed every other week on the Thursday following the end of a pay period.

5.10 OVERTIME:

A Department Head may require an employee to work reasonable overtime to meet operational needs. The requirement to work overtime as well as the opportunity to work overtime shall be distributed equitably among employees of the department within that classification. Whenever practical, seniority in a class will be given preference.

A. Exempt Positions:

1. Employees in exempt positions as defined by the Fair Labor Standards Act shall not be eligible to receive payment for working overtime.
2. Exempt employees shall be entitled to compensatory time off for work in excess of forty (40) hours per week. Compensatory time off shall be earned on an hour for hour basis and may be accumulated up to a maximum of two hundred (200) hours. There shall be no cash remuneration for compensatory time.

- B. Non-Exempt Positions: Employees in non-exempt positions as defined by the Fair Labor Standards Act shall be entitled to be compensated at the rate of one and one-half (1 1/2) times the employee's base hourly rate of pay, exclusively of shift premium pay for all hours worked in excess of forty (40) hours per week provided that working such overtime has the specific approval of the Department Head and is recorded on the time records provided by the employer. At the County's option, employees may receive compensatory time at one and one half (1 1/2) hours for every overtime hour worked in lieu of overtime pay, provided that the Department Head and employee mutually agree on time within that pay period when the employee may take the compensatory time off.

5.11 WORKERS' COMPENSATION:

County employees who suffer a work related accident or illness are covered by the Michigan Workers' Compensation Law. All such accidents shall be reported on forms provided by the Coordinator's Office and filed with said office. A doctor selected by the County will examine and treat the injured/ill employee. If the employee refuses to accept such treatment a release shall be prepared and signed by the employee. Even if treatment is refused the accident/illness is to be reported. If the employee is off sufficient time to be qualified for benefits under the Workers' Compensation Law, said benefits may be supplemented by applying the employee's accrued sick or vacation

5.11 Continued

time in no less than 1/2 day increments to make up the difference between net salary (gross salary less all deductions for federal, state and local taxes) and his Workers' Compensation Benefits.

5.12 REHIRED EMPLOYEES:

If an employee subject to these Personnel Policies terminates his employment with the County and rehires with the County on a later date in a position subject to these Personnel Policies, the employee will, after two (2) years of continuous employment, receive an update concerning his seniority, and will be credited with 100% for time worked prior to the termination for matters of annual leave accrual, longevity and pension credits. Credits shall be based on full years only. For example, an employee with 4.5 years of seniority with the County shall be credited with four (4) extra years after the two years of new employment. It is the responsibility of the employee to meet the requirements of the Michigan Municipal Employees' Retirement Fund and make any adjustments which may be necessary

CHAPTER VI

EMPLOYEE BENEFITS

6.01 PURPOSE:

Employee benefits are provided by the County of Barry to eligible employees. Some benefits will be determined by hours worked. Benefits may be different for full-time employees than for part time employees.

6.02 PRO-RATA BENEFITS FOR PART-TIME EMPLOYEES:

Unless otherwise indicated County employees who are working in part-time positions either in a job sharing position or regular part-time position, shall be eligible for fringe benefits on a pro-rata basis of their regular schedule. The employee must pay his share of elective fringe benefits in order for the County to pay its portion. Part-time employees are not eligible for benefits when payroll deduction options are not allowed by contract with carrier or other policy. Part time employees must meet minimums established by contract with the provider of the benefit. This policy shall apply to all part-time employees hired after enactment of these Personnel Policies.

6.03 PENSION:

Employees are subject to the State of Michigan Municipal Employee's Retirement System Plan B-2. To be eligible for participation an employee must work ten (10) eight (8) hour days per calendar month.

6.04 GROUP LIFE INSURANCE POLICY:

All full-time employees who have completed their trial period will be covered by a group life insurance policy at the County's expense.

when an employee retires if the employee wishes, the County will furnish \$5,000 in life insurance coverage. The County will pay \$5.00 per month (\$1.00 per month per \$1,000 of life insurance coverage) and the retiree will pay the difference.

6.05 LONGEVITY PAY:

All full-time employees and part-time employees in the service of the County as of December 31 of any year shall be entitled to receive longevity pay for the length of continuous service with the County according to the following rules and schedule of payments:

- A. Longevity Pay Schedule for Full-time Employees: For five (5) or more years of continuous service (reached on the anniversary date): \$25.00 per year with a maximum payment of \$600.00.
- B. Longevity Pay Schedule for Part-time Employees: For eligible part-time employees: longevity pay shall be pro-rated in accordance with the percentage of hours worked per week (i.e. if an employee works twenty-four (24) hours per week, than he receives 24/40 of longevity payment based on the number of years employed).
- C. Date of Payment: Longevity payments shall be made on the first pay day of December.
- D. Separate Check: Longevity pay is to be paid with a separate check.
- E. Termination: Any employee eligible for longevity pay who terminates employment in good standing or retires prior to December 31 of any year is entitled to receive longevity pay pro-rated for each entire month worked prior to termination. Such employees shall receive their longevity payments on the first payday in December.

6.06 HOSPITAL/MEDICAL INSURANCE:

The County shall make available health insurance, with prescription drug and ML riders and pre-determination riders or the equivalent to all employees and their dependents. New employees may elect this coverage with the County paying 25% of the applicable premium and the employee paying 75%. If the employee opts not to take such coverage they will be eligible for coverage at the end of six months of employment or at any open enrollment time thereafter. After the employee has been with the County for six months, the County will cover 100% of the applicable premium for the employee and his dependents. Coverage will begin on the date of hire or on the six month anniversary date, or any open enrollment period. The Plan will be 4801 as detailed in the Barry County Employee Medical Plan with the County paying one - half of the eligible deductible amount.

- A. The County will also provide optional health maintenance organization (HMO) coverage for employees under the same payment plan (as described in paragraph one of this section), if said coverage is available in Hastings/Barry County. If the HMO premium exceeds the County's regular premium and if sufficient employees elect this option to meet the providers requirements for the same coverage, the employee will be required to sign an authorization form which will authorize the County to deduct the difference in premium cost from the employee's paycheck.
- B. Employees, after their initial trial period with the County will be eligible for a \$75.00 per month payment in lieu of health insurance if they so desire.
- C. An employee who retires before the age of sixty-five (65) under the provisions of the retirement plan at age sixty (60) shall be eligible to continue health coverage for himself and spouse paid by the County provided that said employee does not work in excess of 1039 hours per rolling twelve month period. If the retiree does work in excess of 1039 hours the following options are available:
 1. The retiree may continue coverage by paying the applicable premium monthly.
 2. The retiree may drop coverage through the County. If this option is selected the retiree may not again receive coverage under the County's plan.
- D. Retirees, after the age sixty-five (65) or employees who retire at age sixty-five (65) or more shall not be eligible for County paid health insurance. Said retirees may elect the County's complementary insurance program (supplement to medicare).

6.06 Continued

- E. The County conforms with the provisions of COBRA regarding extensions of health care benefits at the cost of 102% of the applicable premium.
- F. The County reserves the right to change carriers or provide a plan of self insurance.
- G. All employees are responsible for reporting any changes in their status (i.e. marriage, children) to the Clerk's office. An Employee Status Change Form should be filed so that complete coverage of an employee or dependents can be provided.

6.07 DISABILITY INSURANCE:

The employer shall provide an income protection plan to employees due to disability, after completion of their trial period, which shall be limited to the following benefits:

- A. Benefits are to commence on the 8th calendar day of sickness or accident (one week waiting period).
- B. The benefit period shall not exceed 52 weeks.
- C. Benefit amount shall be at sixty-seven percent (67%) of weekly salary, to a maximum of \$300 per week except for the following positions which shall be entitled to 67% and a maximum of \$400 based on gross salaries. Friend of the Court, Abstractor, District Court Administrator, Probate/Juvenile Administrator, Equalization Director, Planning Director, Central Dispatch Director.
- D. Employees shall have the option of using accumulated sick time, vacation time and personal days to supplement the accident and sickness benefit up to their regular net salary. The employer shall continue to pay the full cost of the life, sickness, and health insurance premiums for the length of the disability up to a maximum of the month of the disability plus four (4) months.
- E. Disability which is caused by or attributable to pregnancy, childbirth, or related medical conditions shall be treated the same as any other disability under this plan.

6.07 Continued

F. Extended Sick Leave:

1. An employee with seniority shall be granted a leave of absence without pay for a reasonable stated period of time because of illness or injury following the exhaustion of paid disability insurance. A request for Extended Sick Leave shall be accompanied by a licensed physician's written certification as to the necessity and anticipated length of the requested leave. A prerequisite for reinstatement from a sick leave is that the employee present a written certification from a licensed physician verifying that he is capable of returning to work.
2. The County reserves the right, at its expense, to require the employee to submit to an examination by a physician of its choice before granting such a leave of absence, during the leave or before reinstating the employee from such a leave of absence. In the event the County's physician and the employee's physician disagree, the disagreement shall be resolved by the judgement of an independent physician mutually chosen by the parties. The expense of such independent opinion shall be paid in equal shares by the County and the employee.

6.08 TRAVEL AND OTHER OFFICIAL EXPENDITURES:

To receive reimbursement for meals, mileage, official travel, conferences or training expenses, employees must first submit an authorization request for reimbursement on the appropriate form. Reimbursement requests must be submitted not later than one week after the event has occurred or not later than one week after returning to normally scheduled work assignments. Reimbursement for mileage must be filed within one week of the end of the month which is being claimed. All reimbursements must be authorized and approved, otherwise payment may not be made.

- A. Mileage Allowance: If an employee uses his/her own vehicle for County business, the County will reimburse the employee upon presentation of a travel voucher and payment voucher showing miles traveled and purpose. Reimbursement for use of personal cars for County business shall be at the current rate established by the Internal Revenue Service. All cars used shall have adequate insurance.

6.08 Continued

B. Meal Allowance: The County will reimburse employees for meals purchased while on County business under the following conditions:

1. The employee presents a receipt for the meal along with a voucher for payment stating the purpose.
2. The request for reimbursement does not exceed the following: (including tax and tip)

Breakfast	\$ 4.50
Lunch	\$ 5.50
Dinner	\$11.50

The County will not reimburse for alcoholic beverages.

3. The meal allowance is limited to meals consumed out of the County, except the County will reimburse for a meal consumed in the County if it is part of a seminar, training session or meeting of an organization which the employee is a member of on account of County employment.

6.09 HOLIDAYS:

All employees will receive the following holidays:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November

6.09 Continued

Christmas Eve	December 24 when it falls on Monday thru Thursday.
Christmas Day	December 25th
New Year's Eve	December 31st when it falls on Monday thru Thursday.

In any year where Christmas Eve and New Year's Eve fall on a Saturday, employees will be granted Good Friday afternoon as a holiday.

- A. To be eligible for Holiday pay, employees must work (or be paid) the full period of the last scheduled work day prior to, and the next scheduled work day following the Holiday. Whenever one of these holidays occurs on a Sunday, time off with pay is allowed on the subsequent Monday. Whenever one of these holidays falls on a Saturday, time off with pay is allowed on the previous Friday.
- B. Any non-exempt employee who is required to work any of the six (6) major holidays (Christmas Day, New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day) shall, in addition to receiving holiday pay, be paid at the rate of time and one-half (1-1/2) for all hours worked, or alternatively, receive an equal amount of compensatory time.
- C. Any employee who is required to work on any other holiday shall be compensated by an amount of vacation time equal to the hours worked. The overtime of individual departments must be established prior to the required work on holidays.

6.10 DENTAL/OPTICAL:

The employer shall implement a dental/optical insurance account for the following positions effective January 1, 1989: Friend of the Court, Probate/Juvenile Administrator, District Court Administrator, Abstractor, Equalization Director, Planning Director and Chief Deputy Clerk. On January 1, of each year the employer shall credit the account of said employees, with \$350 dollars. This amount may be used by the employee for reimbursement of dental and/or optical expenses for the employee and/or their dependents.

6.10 Continued

A request for reimbursement must be made within ninety (90) days after the service was received. A written statement must be provided by whom ever completed the service specifying the service performed and the date of the service.

- A. The amount credited to the employees dental/optical account may be accrued from year to year. However, any balance remaining in the account upon termination shall be forfeited.
- B. Employees in order to be entitled to dental/optical insurance have to be employed for ninety (90) days.

6.11 TUITION REIMBURSEMENT:

The purpose is to help provide employees with the opportunity to further their work knowledge. Reimbursement shall only be provided when the funds are available in the County budget. The County will try and provide reimbursement at sixty-five (65%) percent of educational expenses.

Reimbursement will only be in accordance with the following guidelines:

- A. The employee must be a full-time employee who has successfully completed the trial period.
- B. The employee may not be on a leave of absence when enrolled in a course.
- C. The employee must still be employed by the County at the completion of the course.
- D. Procedure:
 - 1. Employees will be reimbursed for tuition expenses at sixty-five (65%) percent, provided that funds are in the budget. A grade of C or better must be attained in a graded course or credit received in a credit/no credit course. All courses must be approved in writing in advance of registration for reimbursement to be considered. In certain exceptional cases, the appropriate Board Over-sight Committee may recommend reimbursement if approval was not given in advance. However, approval for reimbursement should be requested as soon as possible after registration. A Tuition Reimbursement form will be used.

6.11 Continued

2. After course completion, the original request is to be submitted to the Department Head, or appropriate Oversight Committee along with proof of payment of the tuition and a written grade report.

The County will provide reimbursement only if payment was made by the employee and reimbursement is not available from another source. The County will not provide reimbursement if the tuition was covered by scholarship, veterans benefits, fellow-ship monies, etc.

3. The request for reimbursement must be made within ninety (90) days of completion of the course. The County will not provide reimbursement if the request is submitted after ninety (90) days.
4. The County will not reimburse for mileage, books, meals, lodging or other expenses associated with the course work.
5. If the employee leaves the employment of Barry County within one (1) year of the date the employee was reimbursed for the course taken, the employee shall repay the County the tuition reimbursement amount.

CHAPTER VII

LEAVES

7.01 PAID SICK LEAVE:

- A. Full-time employees shall be allowed sick leave with pay at the rate of nine (9) days in each calendar year of employment. Each such employee shall be credited with nine sick leave days on each January 1. The only exceptions are that during a calendar year in which an employee is hired or an employee's employment terminates, the employee will be credited with having earned six (6) hours of sick leave with pay for each full calendar month worked.
- B. Full-time employees shall be entitled to accumulate and carry forward paid sick leave from the preceding calendar year, or to convert said credits into a year-end bonus. Employees are encouraged to accumulate sick leave credits rather than accept cash bonuses.

7.01 Continued

- C. Requests for bonus payments shall be given in writing and signed by the employee to the employer no later than December 1 of each calendar year.
- D. At the date that employee terminates his employment with the employer or is terminated by the employer, a supplemental check shall be issued for all sick leave credits unused and carried forward from the years following January 1, 1988. Unused credits attributable to the year in which employment terminates shall automatically lapse.
- E. Unused sick leave credits accumulated by employees prior to January 1, 1988, (with a maximum accumulation for ninety (90) days or 720 hours allowed), shall be credited to the accounts of those employees. They may be used in succeeding years only after an employee has used all the sick leave which he has earned in that year.
- F. Paid sick leave shall be compensated on the basis of eight (8) hours of the regular rate of the employee as of the date the sick days are used or are converted into a year-end or employment termination bonus. Sick leave days converted into a year-end or employment termination bonus shall be paid at the rate of sixty-seven percent (67%).
- G. All eligible part-time employees are entitled to receive sick leave on a pro-rated basis in accordance with the number of days of employment, (e.g., a twenty (20) hour a week employee is entitled to three (3) sick days or twenty four (24) hours annually).
- H. Sick time may be used in increments of partial hours for doctor and dentist appointments and when the illness occurs part way through the business day. The smallest increment that can be charged is fifteen (15) minutes.
- I. An employee who is the parent of a minor child who requires the care of an adult within the home may use up to three (3) days per year of his own sick time to care for the child. Extensions may be made by the Department Head.
- J. If a non-minor member of the family within the home requires the attention of an employee, said employee may use, with employer approval, his sick time for the care of that person.

7.01 Continued

- K. An employee taking sick leave shall inform his immediate supervisor of the fact and the reason why within the first hour of the employee's work day. Failure to do so within a reasonable amount of time may be cause for denial of pay for the period of absence.
- L. Proof of medical treatment or of physical fitness when deemed appropriate may be required by the Department Head or Board Oversight Committee.

7.02 PERSONAL BUSINESS DAYS:

Full-time employees shall be entitled to three (3) personal business days per calendar year. Personal business days may be taken in segments of one (1) hour, or more. An employee becomes eligible for personal business days after he has completed his trial period. Personal business days for employees hired or returning from leave of absence or layoff for the first time in a calendar year shall be pro-rated as follows:

<u>Date:</u>	<u>Personal Leave Days Usable</u>
January 1 - March 31	3
April 1 - June 30	2
July 1 - August 31	1
September 1 - December 31	0

7.03 VACATION LEAVE:

All full-time employees are eligible for the following paid vacation schedule upon completion of years of continuous service, effective after their anniversary date:

- A. 2 weeks (80 hours) after 1 year of employment.
3 weeks (120 hours) after 5 years of employment.
4 weeks (160 hours) after 10 years of employment.
- B. If a holiday falls within a vacation period, an extra day will be given. All vacation times are to be arranged with the Department Head, Supervisor or Oversight Committee.
- C. Eligible part-time employees shall receive pro-rated vacation time in accordance with the number of hours of regular employment per week.

7.03 Continued

- D. Employees may take vacation time in one half (1/2) day increments.
- E. Employees are encouraged to schedule vacation time.
- F. Accumulation and carry over of vacation time from year to year shall only be allowed up to two (2) weeks (80 hours), pro-rated for part-time employees. If vacation is not taken in the year granted (and the employee has already accumulated two (2) weeks from any previous year) vacation shall be forfeited. If there are special circumstances where vacation can't be scheduled in any given year the Personnel Committee or Board of Commissioners may make exceptions on a case by case basis.
- G. Vacation provisions shall not apply to seasonal, temporary, co-op, intern, recreational programming or other employees hired under any program other than full-time or part-time authorized positions as approved by the annual budget.

7.04 BEREAVEMENT LEAVE:

When a death occurs in a full-time employee's family, i.e., current spouse, parent or step-parent, parent or step-parent of a current spouse, child or step-child, brother or sister or grandchild, the employee, on request, will be excused for up to three (3) normally scheduled working days for attendance at the funeral. An employee who misses a scheduled day of work due to the death of a grandparent, shall receive one (1) day of paid funeral leave for the day of the funeral. Additional bereavement leave may be granted without pay or from accumulated sick leave, compensatory time or vacation time for good cause shown. An employee excused from work under this Section shall receive the amount of wages that would have been earned by working during straight time hours on scheduled days of work for which he is excused. Bereavement pay is meant to compensate an employee who needs to be off work because of the death of a member of his immediate family (as defined in this Section). Time off will be granted only when it is consistent with this purpose.

7.05 MILITARY SERVICE LEAVE OF ABSENCE:

It is agreed that the matter of leaves of absence for , and reinstatement of, an employee, during his period of military service with the Armed Forces of the United States, shall be solely governed by the applicable federal statutes as interpreted by the decisions of the Courts.

7.06 LEAVES OF ABSENCE - GENERAL:

All reasons for leave of absence shall be in writing stating the reason for the request and the approximate length of the leave requested. All leaves of absence must be approved by the appropriate department head or Board Oversight Committee. The employee who is on a leave of absence will not receive pay for the holidays falling within the leave of absence, nor will the employee accrue any vacation or sick leave time. The employee is responsible to maintain at his own expense the employee group life insurance hospitalization and surgical insurance during this period. The employee must keep the employer informed of any change in his status or conditions that caused the employee to request the leave. An employee returning from leave of absence shall be returned to his former classification and shift upon return from an approved leave of absence, providing his seniority allows.

7.07 PERSONAL BUSINESS ADMINISTRATIVE OR SPECIAL LEAVE:

A full time non-represented employee who has been employed by the County for at least one (1) year shall have the right to make written application for an unpaid leave of absence for a period up to one (1) calendar month for personal reasons of a persuasive nature which shall be stated in the application. Granting of such leave shall be at the discretion of the Department Head and/or the Personnel Committee. If leave is granted, seniority shall be retained but not accumulated during the period of the leave.

- A. Extension of a personal business leave may be granted, at the discretion of the Department Head and/or the Personnel Committee for a further period, a total not to exceed six (6) calendar months. During such an extension or extensions, seniority shall be retained, but it shall not be accumulated.
- B. The reason for personal business leave shall be in writing stating the reason for the request and the approximate length of leave requested. The employee who is on personal business leave will not receive pay for the holidays falling within the leave nor will the employee accrue any vacation or sick leave time. The employee must check with the Clerks office about maintaining at his own expense the employee group life insurance and hospitalization and surgical insurance during this period.
- C. An employee returning from an unpaid leave under the provisions of this section shall contact the Personnel Committee or the County Coordinator thirty (30) days prior to the expiration of such leave and efforts will be made to

7.07 Continued

place the employee in a position comparable to that held prior to the leave being granted.

- D. If the employee has not been reinstated twelve months after the commencement of the leave, employment status will be terminated.

7.08 WITNESS AND JURY DUTY:

- A. An employee who is called to serve on a jury shall be granted a leave of absence to serve as required.
- B. (1) An employee who is being subpoenaed as a witness in a trial relating to their job duties shall be granted a leave of absence to testify. (2) Employees who are subpoenaed as a witness in a trial not related to their job duties shall use personal or vacation time.
- C. Employees are expected to be at work during all hours when not serving.
- D. Employees shall be paid at their regular salary in A and B (1) above and should turn over all fees received as a juror or witness to the County. However the employee may keep their mileage reimbursement.

7.09 LOST TIME:

When an employee takes time off that is not sick leave or other authorized leave, his annual leave shall be charged for this time. If no annual leave credit exists, the time off shall be considered lost time and disciplinary action shall be considered by the employee's supervisor.

7.10 INCLEMENT WEATHER:

- A. When the County is officially closed by the Chairperson of the Board of Commissioners due to inclement weather or other acts of God and employees are instructed to return home, they will be paid for their regular scheduled hours.
- B. Prior to the opening of the Courthouse on any regularly scheduled workday, the Chairperson of the Board of Commissioners may officially close the County due to inclement weather or other acts of God. In such event, employees shall be paid for their regularly scheduled hours.

7.10 Continued

Employees who do not return to work because of continuing inclement weather conditions after the County has been officially reopened must use compensatory time, personal leave or vacation time in order to be paid.

- C. If an inclement weather day occurs during the time an employee is off due to vacation, personal day or sick leave, the employee's bank of time will not be charged providing they are compensated by the County for the entire day before and the entire day after the inclement weather day.
- D. For employees regularly scheduled to work outside, the following inclement weather policy will apply:
 - 1. Every employee must report to work every day to be paid unless he has been excused. If in the discretion of the supervisor the weather is too severe to work he will attempt to identify and assign indoor work. This type of work will be distributed as evenly as possible.
 - 2. If an employee reports for work and is sent home because the weather is too severe and there is no indoor work to be performed he will be paid for two hours or the actual time worked, whichever is greater.

CHAPTER VIII

GRIEVANCE PROCEDURE

8.01 PURPOSE:

To provide an orderly system of resolving employee grievances in a timely manner, to reach a clear understanding of the exact nature and facts of the grievance and the relief requested, and to provide for resolution of grievances.

8.02 GRIEVANCE PROCEDURE:

- A. Verbal Grievance: This is verbal input by the employee to his immediate supervisor apprising him of the nature of the difficulty and when it occurred. If the difficulty is not corrected to the satisfaction of both parties, the employee may proceed to step B. Step B must be started within five (5) working days from the date the grievance occurred.

8.02 Continued

- B. Written Grievance: The employee is to outline the nature of the grievance, when it occurred, and suggestions on how he would see the grievance resolved and submit this to the Department Head. The Department Head will have five (5) working days from the date of receipt of the grievance in writing to respond, also in writing.
- C. Appeals of Employees and Department Heads: In situations where the employee is extremely dissatisfied with the decision at step B or the employee has been terminated the employee may resort to an appeal hearing with the Personnel Committee of the Board. Any Department Head may air their grievances directly to the Personnel Committee. The appeal must be made in writing and be made within (5) working days of step B. The Personnel Committee's decision will be binding and final for employees. The Personnel Committee will respond within ten (10) working days. If a grievance can't be solved to a Department Head's satisfaction, he may appeal to the full Board of Commissioners. The Board of Commissioner's decision will be binding and final for Department Heads. The Board's response will be within twenty (20) working days of receipt of the grievance.
- D. Employees are free to use this procedure without restraint, interference, coercion, discrimination or reprisal. An employee, whether acting in an official capacity or on any other basis, must not interfere with, or attempt to interfere with, another employee's exercise of his rights under this procedure.

CHAPTER IX

GENERAL PERSONNEL POLICIES

9.01 NEPOTISM:

- A. No member of an immediate family may be employed in the same department of the County. Exceptions to this rule may be made on a case by case basis by the Personnel Committee or the Board of Commissioners where lack of qualified candidates may warrant such exceptions. This rule shall not apply to any immediate family member who may have been employed in the same department of the County prior to the enactment of this rule. In no case shall a member of an immediate family be supervised by another member of the family.

9.01 Continued

- B. County employees, members of the Board of Commissioners and appointed or elected officials shall not initiate, participate in, or attempt to influence in any way institutional decisions involving a direct benefit (initial appointment, retention, promotion, pay rate, leave of absence, etc.) to members of their families.

9.02 APPEARANCE:

Employee appearance, cleanliness and neatness are vitally important to the employee's job and the employee's relationships with others. Common sense and consideration for others is to be used in personal hygiene. A professional appearance is expected for all employees.

9.03 DRESS POLICY:

All employees are expected to present a clean, neat, and well groomed appearance at all times. Employees will comply to this policy without exception. Department Heads may establish a written policy to meet more stringent requirements.

9.04 HOURS OF WORK:

County offices shall be open for business Monday through Friday of each week 8:00 a.m. to 5:00 p.m. unless it is an official holiday as listed in section 6.09. However, those hours do not necessarily reflect the working hours for employees and employees, with the approval of their Department Head, may have a flex work schedule.

- A. The official basic work week for full-time employment shall be forty (40) hours per week.
- B. Each employee shall be allowed one (1) hour unpaid lunch period daily. A fifteen (15) minute break period shall be allowed in the morning and again in the afternoon.
- C. Employees are expected to conform to the above hours of work (or the specific hours scheduled in the department), and report promptly for work and remain until the close of their regular shift. Anyone unable to report to work on time, for any reason, will call their Department Head or designee within the first scheduled hour of work.

9.04 Continued

- D. Lunch breaks should be scheduled with the approval of the Department Head.

9.05 Political Activity Policy:

- A. Employees whose principal employment is in connection with an activity which is financed in whole or in part by loans or grants by the Federal Government are subject to the restrictions of the Hatch Political Activity Act (5, USC1501-1508). These employees may not:
1. Use their official authority or influence for the purpose of interfering with or affecting the results of an election or nomination for office;
 2. Directly or indirectly coerce, attempt to coerce, command or advise a State or Local officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for political purpose, or;
 3. Be a candidate for elective office in a partisan election.
- B. Employees subject to the provision of the Hatch Act may:
1. Express their opinion on political subjects and candidates, and;
 2. Take an active part in political management in political campaigns.
- C. All appointed Department Heads and their assistants are encouraged to exercise extreme caution in public endorsement of or in opposition to candidates for public office at the County level.

9.06 ANTI-HARASSMENT POLICY:

- A. Purpose: To maintain a quality working environment for all employees or potential employees of the County so they may work free from intimidation, humiliation, insult or subject to offensive physical or verbal abuse or actions, direct or insinuated, of a sexual, ethnic, racial, or religious nature.

9.06 Continued

The County of Barry adopts the following order against all forms of sexual, ethnic, racial, religious harassment or otherwise defined as forms of harassment and unwanted conduct.

- B. Definition of Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- C. Nothing in this policy prevents an employee from directly contacting the Department Head, the Coordinator or a member of the Board of Commissioners to file a complaint in addition to or in lieu of contacting the designated personnel of the department.
- D. Statement/Procedure: Definition: Sexual, ethnic, racial and religious harassment are offenses first against the County and second against the employee or group of employees. Offenses refer to physical, verbal or implied actions that have the purpose or effect of creating a hostile, offensive or intimidating working environment or have an ethnic, racial, religious or sexual basis, or combination thereof. Examples would include but are not limited to: Physical contact of sexual nature; sexual, racial, ethnic or religious jokes, comments, insults, cartoons, innuendos or personal conduct or mannerisms that could be construed as offensive.
1. It is the County's position to take affirmative action to prevent such unwanted conduct from occurring and to deal with all incidents in a fair, impartial, and speedy manner.
- A. All complaints of incidents will be investigated on a case by case basis. Any employee believing he/she is/has been a victim of sexual or other type of harassment may contact any supervisor of the County to report the occurrence. The supervisor shall in turn report immediately to the Department Head.

9.06 Continued

In those incidents where a violation has been shown to occur, immediate action will be taken to remedy the situation and to prevent its recurrence.

- B. It is each employee's responsibility to help eliminate all forms of harassment and unwanted conduct. It shall be every supervisors responsibility to prevent such behavior from occurring within his work jurisdiction and he shall report any occurrence that he has knowledge of in any area of the department or in the County.
- E. All employees who violate this policy will be subject to disciplinary action up to and including dismissal.

9.07 RULES OF CONDUCT:

All County employees are expected to conduct themselves in a manner that will reflect credit upon Barry County. Employees are expected to maintain compliance with the Personnel Policies as outlined in this manual. Each Department Head may also compile a set of specific rules and regulations that cover employees conduct as it specifically relates to their own Department. These departmental rules and regulations must be established in cooperation with the Personnel Committee and may be subject to review by the Board of Commissioners. A copy of the Personnel Policies and any specific rules and regulations of the Department will be available to employees.

9.08 CHANGE OF STATUS:

All employees are responsible for reporting any change in their status (i.e. name, address, marriage, dependents, etc.) to the Clerks office. This is to provide an accurate mailing address, or coverage of dependents and to keep personnel records up to date. An Employee Status Change Form should be filed with the Clerk's office.

9.09 PROHIBITION OF ACCEPTANCE OF GIFTS:

Employees of the County are prohibited from accepting any gift, money, or gratuity from any person receiving or expecting to receive benefits or services. Employees are also prohibited from receiving gifts from persons receiving services under contract or otherwise in a position to benefit from an employee's actions.

CHAPTER X

WORKING CONDITIONS

10.01 SAFETY:

Barry County employees are expected to perform their duties in a safe manner for their and others protection. If an employee has a question on the safest way to do a job or has suggestions on improved employment/employee safety the Department Head or County Coordinator should be contacted. The following safety policies will be followed by all County employees:

- A. A coordinated continuing safety program will be developed and implemented by the County. Safety will take precedence over expediency or shortcuts.
- B. Accident prevention is a prime function of management of safe and healthful working conditions.
- C. Supervisory personnel will be accountable for the safety of all employees working under their supervision.
- D. The Coordinator has been designated to coordinate and administer the safety program. The safety program will have the complete and wholehearted support of all management and supervisory personnel.
- E. The County intends to comply with all safety laws and ordinances and every attempt will be made to reduce the possibility of accidents occurrence. Safety of employee, the public and the County's operations will be paramount.
- F. The County will attempt to maintain working conditions that provide employees a reasonable degree of comfort, protect employees from injury or dangerous situations and assure orderly and efficient performance of their duties. Employees are expected to be familiar with the organization's fire evacuation plan and the tornado plan.
- G. Failure to comply with safety regulations may subject the employee to disciplinary action.

10.02 ACCIDENT REPORTING:

If a Barry County employee suffers a work related accident, whether or not medical attention is necessary, an accident report form must be completed by the employee and approved by the Department Head within forty eight (48) hours after the occurrence of the injury.

10.02 Continued

These forms are available from the County Coordinator. If the individual is unable to complete the accident form, it will be the responsibility of the immediate supervisor or Department Head to do so.

10.03 PUBLIC ACCIDENTS:

If an employee witnesses an accident or injury suffered by a citizen on County Government property, they should direct that citizen to the County Coordinator where the appropriate accident form may be completed. If an employee witnesses an accident he shall provide the Coordinator with a written statement of his observations, conditions of the physical area, etc.

The employee may provide assistance by notifying the proper authority. A employee may not represent to the public the County's liability or potential liability in any accident.

CHAPTER XI

MANAGEMENT RIGHTS

11.01 MANAGEMENT RIGHTS:

Nothing in this policy is deemed to limit or curtail the employer in any way in the exercise of the rights, powers and authority which the employer had prior to August 1, 1988. These rights include, but are not limited to, those provided by statutes or law along with the right to direct, hire, promote, transfer, assign or retain employees in positions within the County; or further to suspend, demote, discharge or take such other disciplinary action which is necessary to maintain the efficient administration of the County. It is also agreed that the employer has the right to determine the methods, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the County to the taxpayers. The employer shall also have the power to make rules and regulations relating to personnel policies, procedures and working conditions.

11.02 DISCIPLINE AND DISCHARGE:

The maintenance of discipline is the responsibility of the Department Head and is for the benefit of the department, employee and County, to maintain efficiency and a safe working environment.

- A. Any written reprimand must be signed by the employee to acknowledge receipt of the complaint. This does not necessarily mean agreement with the complaint but that the employee has been notified. The employee has the right to write a written response to the complaint and have it put into their personnel file.
- B. Unacceptable job performance is defined as the failure of an employee to perform his duties according to recognized standards for either quantity or quality of work.
- C. Misconduct is defined as a violation of County rules, regulations or policies or a violation of generally accepted standard of conduct in the work place.
- D. In all cases of discipline the written notice to an employee shall set forth why the employee's performance or conduct is unacceptable and what the supervisor expects from the employee. When appropriate, said notice shall also include a time period in which the supervisor expects improvements in the employee's performance or conduct. Copies of all notices of reprimands will be place in the employees personnel file.
- E. An employee's performance or act of misconduct has a significant negative impact on the efficient and effective operations of the department in which they work. In some cases of serious misconduct or unacceptable job performance having a significant negative impact upon the County, the employee may be suspended with pay pending an investigation. If the County feels that suspension without pay is warranted a pre-termination hearing will be held in which the employee is given:
 - A. Oral or written notice of the charges against him.
 - B. An explanation of the employer's evidence; and
 - C. An opportunity to present his side of the story.

This hearing will be held by the Personnel Committee. If a determination is made that the situation warrants, after this hearing the employee may be suspended without pay.

11.03 DUAL EMPLOYMENT RULES:

Employees must have the approval of their Department Head prior to starting any outside employment. The Department Head shall give such approval only if the following items are understood and agreed to by the employee:

- A. There is no conflict of interest between the County job and the proposed outside work.
- B. The proposed work will not interfere with the employee's regular work schedule.
- C. The proposed work will not interfere with the quality and quantity of the employee's regular County work.
- D. The employee should understand that after approval has been granted, if the preceding items are not met, the employee will be asked to resign from the outside work or from Barry County. A request for permission to enter outside employment must be instituted by the employee in writing; the Department Heads approval shall be in writing.
- E. If the Department Head deems the outside employment to be a conflict of interest, the employee may appeal the decision to the Personnel Committee of the Board of Commissioners whose decision shall be final.

11.04 TERMINATION OF EMPLOYMENT:

Employees are not under any contract of employment for any specified length of time. They may terminate their employment with the County at any time, with or without cause, and with or without notice. Similarly, the County may terminate the employment of any employee on the same terms. If an employee voluntarily leaves the County's employment, the employee should notify their supervisor as soon as possible.

- A. A payoff of vacation time accrued for that year shall be granted to employees who have been in the County service for a minimum of one year of service.
- B. A refund of accumulated contributions to the retirement system may be obtained if the employee desires by completing the appropriate form in the Clerk's office at the time of termination.

11.04 Continued

Employees should also provide notice to the Clerk's office of any change of address for W-2 purposes and handle the options for insurance upon termination.

- C. Terminating employees must return to Barry County Government any property they may have including keys, source code and/or supplies prior to their termination date.
- D. If section (11.04 C) is not completed the employee's last check will be held until all County belongings are returned.

11.05 EMPLOYEE CONDUCT:

All County employees are expected not to violate the following rules of conduct as well as others mentioned elsewhere in this policy. The list is not intended to be an all-inclusive list of rules of conduct. Further, the list may be added to, modified or supplemented by the Board of Commissioners or the Department Head. The purpose of these rules is to set forth some rules of conduct which will result in disciplinary action including possible discharge. Other types of behavior can subject an employee to disciplinary action including discharge. Further, all employees serve at the will and pleasure of the employer, and may be terminated with or without cause.

- A. Absence without notification or excuse.
- B. Habitual absenteeism.
- C. Habitual tardiness.
- D. Neglect or failure to satisfactorily perform assigned duties.
- E. Improper use of Barry County property.
- F. Violation of safety rules or safety practices.
- G. Insubordination.
- H. Theft.
- I. Fighting.
- J. Possession of intoxicants or controlled substances or consuming intoxicants or controlled substances on Barry County Government property, or while driving a vehicle on County business (whether personal or County vehicles are used).
- K. Working while under the influence of intoxicating beverages or controlled substances, except as they may be legally prescribed by a physician.
- L. Possession of firearms, fireworks, or explosives on Barry County Government property without proper authorization.
- M. Misrepresentation on employment application.
- N. Gambling on Barry County property.

11.05 Continued

- O. Falsification or destruction of Barry County records.
- P. Abusive language to any supervisor, employee or member of the public.
- Q. Immoral conduct or indecency on Barry County property or time.
- R. Violations of Barry County policies outlined in these Personal Policies, and other policies adopted by the Board of Commissioners.
- S. Refusal to perform work assigned.
- T. Interference with the work of other employees.
- U. Unauthorized use and/or destruction of Barry County property.
- V. Sleeping on the job.

11.06 SOLICITATION AND DISTRIBUTION:

In order to eliminate the possibility of disruption of operations and annoyance of employees, the following conduct is prohibited unless otherwise specifically authorized:

- A. Solicitation by employees of their fellow employees during working time, on behalf of any individual, organization, club, or cause.
- B. Distribution of any literature, pamphlets or material to employees during working time, or at any time in any working area.

"Working time" does not include scheduled rest or lunch periods.

CHAPTER XII

DEFINITIONS

Anniversary Date: The date on which an employee commences employment with the County as a full-time or part-time employee. An anniversary date is used in determining seniority for benefits.

Appointment: Selection and appointment to a position.

Classification Plan: A listing of positions in the County Government grouped by similar job duties and responsibilities.

Classification Seniority: The date of appointment to an employee's present job classification, (adjusted for leaves of absence in excess of thirty (30) days without pay).

Compensation: Payment for services.

Compensation Plan: A schedule of pay ranges for all classes of positions and linked to the classification plan.

Compensatory Time: Time off the job in lieu of overtime pay for time worked beyond forty (40) hours per week.

County Seniority: Length of continuous service with Barry County since the employee's most recent date of hire. County seniority shall be used in determining annual leave accrual, longevity and pension credits.

Department Head: Employees of the County in charge of an established County division.

Departmental Seniority: Length of an employee's continuous service with his current department.

Disability Insurance: Payment to an employee when disabled and unable to work.

Discipline: Corrective action taken by supervisory personnel to change or control the behavior of subordinate personnel.

Dress Policy: A requirement that employees dress appropriately for the work to be done.

Employee: Those persons in the employ of the County who are covered by these rules in whole or in part.

Employee Organization: Any formally recognized employee group engaged in collective bargaining with the County resulting in a written contract.

Employee Evaluation Form: A report form filled out by the immediate supervisor of an employee rating the employee's quality and quantity of work and work attitudes displayed.

Funeral Leave: To be absent from normal duties to attend ceremonies connected with burial or cremation of the dead.

Grievance: Any employee complaint including, but not limited to an allegation that a provision of this Personnel Policy has been violated.

Holiday: A day of freedom of labor, often one set aside by law to celebrate some event.

Immediate Family: For the purpose of this policy immediate family is defined as including: current spouse, child, father, mother, sister, brother, father-in-law, mother-in-law and grandchild.

Job Classification: A group of positions sufficiently alike in duties, authority, and responsibility to justify the same title, qualifications, pay, etc.

Jury/Witness Duty: To be absent from normal duties to be a member of a jury or one who testifies in court.

Labor Agreements: Collective bargaining agreements.

Layoff: The temporary or permanent separation of an employee as the result of the abolishment or a reduction in the work force or elimination of a position.

Life Insurance: An insurance in which a stipulated sum is paid at the death of the insured.

Longevity: The continuous service of an employee. The length of time is used to determine a payment bonus.

Management Rights: The right of the persons managing an institution and their powers associated with the position.

Managerial Classifications: Jobs in which the primary responsibility is the management of a recognized unit of the County.

Merit Increases: Progression through pay ranges in a classification, based on length of service, work performance and availability of funds.

Military Leave: To be absent from normal duties to attend training or education from a branch of the United States Armed Forces.

Non-Represented Employees: Employees who are not represented by an employee organization.

Non-Supervisory Employees: Those employees who do not oversee and direct others.

Official Expenditures: Authorized expending of money (a financial cost).

Open Competition: Promotions and appointments based on merit, efficiency and fitness.

Oversight Committee: A committee of the Board of Commissioners charged with the overall responsibility for various Departments or Divisions of County Government.

Overtime: Time beyond the established limit of working hours.

Overtime Exempt: Employees who are not granted overtime pay for hours worked in excess of forty (40) hours per week.

Pay Periods: A period of time beginning Friday at midnight and ending two (2) weeks later when checks will normally be distributed. A two week period of work beginning every other week on the Friday at midnight following the end of the pay period.

Part-time Employees: An employee rendering continuous part-time classified service, less than forty (40) hours per week.

Pension: A regular payment, not wages, paid to one who is retired or disabled.

Full-time Employee: An employee who is scheduled to work the standard work week of a department.

Physical Examinations: A general medical examination.

Position: A group of duties and responsibilities assigned or delegated by the Board of Commissioners requiring a full-time or part-time employee.

Professional Employees: Employees in exempt positions as defined by the Fair Labor Standard Act.

Professional Classifications: Jobs that fall into one of two groups: "Technical Professional" and "Administrative Professionals".

Promotion: A change of employment from one job classification to another job classification which has a higher maximum salary rate.

Pro-rata Benefits: To divide or assess proportionately payments and benefits by the employer.

Safety: Any device for preventing an accident.

Seasonal Employee: A employee appointed for a limited period of time, especially one hired for a specific season of the year.

Sick Leave: Time granted for an employee to be absent from normal duties while suffering from an illness, or doctor/dental appointments.

Solicitations: The process of appealing to others for aid, donations, or sale of products.

Supervisory Employees: Those employees who oversee or direct others.

Suspension: Temporary separation from County service for disciplinary reasons.

Technical, Office, Paraprofessional, and Service Classifications: All classifications in which work is done to protect and serve the public; is manual, unskilled, semiskilled or skilled as opposed to mental or managerial; and not primary concerned with the direction or management of employees.

Temporary Assignment of Duties: When an employee is moved from one job classification to another, for a time less than one year and the employee does not retain the job title of the temporary position.

Temporary Employee: An employee who is appointed to a position for less than 90 calendar days.

Termination of Employment: To separate employment with the County.

Transfer: A change of an employee from one position in the same class or in a different class having the same maximum salary rate and involving the performance of similar duties and requiring the same basic qualifications.

Trial Period: A working test of the abilities of an employee to carry out the responsibilities of a position.

Trial Employee: An employee who has not yet completed the required trial period.

Vacancy: A position duly created by the Board of Commissioners, established in the budget and not currently occupied by an incumbent.

Vocationally Handicapped: A person who with reasonable accommodation can perform the essential function of the job in question.

Vacation Leave: To be absent from normal duties for a period of rest from work.

Verbal Reprimand: A verbal rebuke given to an employee by a supervisor stating an infraction of the rules by the employee and providing pertinent information about the infraction.

Written Reprimand: A written statement prepared by an employee's supervisor stating an infraction of the rules by the employee and stating pertinent information about the infraction.

