

#6

October 28, 1993

To the Honorable Chairman and  
Members of the Board of Commissioners

Agenda Item: 409-10-93

Ladies and Gentlemen:

We your Human Services Committee recommend approval of the "Letter of Understanding" between Midland County and Council #25, A.F.S.C.M.E., AFL-CIO. This agreement states that Mr. Doug Diak will become a member of Council #25, A.F.S.C.M.E. bargaining unit effective November 3, 1993.

The "Letter of Understanding" includes the following five (5) steps:

1. Mr. Diak's official position will be "Sanitarian".
2. Mr. Diak's current salary will be frozen at it's current level. However, Mr. Diak will receive negotiated increases for the remainder of the current bargaining agreement (1994 & 1995).
3. When Mr. Diak vacates this position, it shall be paid in accordance with the rate in effect at that time.
4. Mr. Diak's future benefits will be in accordance with the collective bargaining agreement. However, for purposes of determining leave, longevity, and retirement benefits, his date of County hire shall be used.
5. Mr. Diak's seniority shall be determined in accordance with the collective bargaining agreement.

Midland County

Respectfully submitted,

Leona J. Falkenstein  
Leona J. Falkenstein, Chairman

Paul M. Dornbos  
Paul M. Dornbos

Roland R. Weaver  
Roland R. Weaver

\_\_\_\_\_  
Rose Marie McQuaid

ADOPTED

Midland County Board  
Of Commissioners

Date 11-2 1993

Attested: [Signature]

County Clerk and  
Clerk of the Board of Commissioners

TENTATIVE

LETTER OF UNDERSTANDING

It is hereby agreed that Doug Diak will become a member of Council #25, A.F.S.C.M.E., AFL-CIO, effective \_\_\_\_\_.

It is further agreed that:

1. Mr. Diak's official position will be "Sanitarian".
2. Mr. Diak's current salary will be frozen at it's current level. However, Mr. Diak will receive negotiated increases for the remainder of the current bargaining agreement (1994 & 1995).
3. When Mr. Diak vacates this position, it shall be paid in accordance with the rate in effect at that time.
4. Mr. Diak's future benefits will be in accordance with the collective bargaining agreement. However, for purposes of determining leave, longevity, and retirement benefits, his date of County hire shall be used.
5. Mr. Diak's seniority shall be determined in accordance with the collective bargaining agreement.

FOR THE COUNTY:

FOR COUNCIL #25, A.F.S.C.M.E.:

\_\_\_\_\_

*Greg H. Schaller*

Date: \_\_\_\_\_

Date: 10/13/93

*Robert J. Dull*  
10/13/93.

AGREEMENT

This Agreement, entered into on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the County of Midland (hereinafter referred to as the "EMPLOYER") and the Midland County Environmental Health Chapter of Local #1855, affiliated with Michigan Council #25 AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

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

*Midland County*

ARTICLE I - PURPOSE AND INTENT

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize the essential public services here involved and that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining proper service to the community.

The parties mutually recognize the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption of such service to the public.

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

ARTICLE II - PREFACE

The Employer and the Union recognize their responsibilities under federal, state and local laws relating to fair employment practices.

The Employer and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate.

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or physical handicap. Guarantees against discrimination shall include but not be limited to promotion, upgrading, job training, transfers, layoffs, rehires, and discharges.

ARTICLE III - RECOGNITION - Employees Covered

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wage, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time Senior Sanitarians and Sanitarians; excluding all supervisors, and confidential, temporary and part-time employees and all other employees.

It is further agreed that temporary employees, part-time employees and persons employed by the Employer under and pursuant to federal, state and private funded programs and paid out of such funds shall not be included in this Bargaining Unit. The Employer agrees that during the term of this Agreement that it is not the Employer's intent to use temporary or federal, state, or private funded programs' employees to erode the bargaining unit or cause a loss of jobs, pay or work to bargaining unit members.

As used in this Agreement:

- (A) A part-time employee is one who works less than 65 hours per pay period and may be on a scheduled or "as needed" basis.
- (B) A temporary employee may work either full-time or part-time, but is hired for a limited period not to exceed six (6) consecutive months of time for special projects, heavy workload periods, and as a temporary replacement for another employee. This period may be extended for an additional six (6) consecutive months upon mutual agreement between the Union and the Employer. The six (6) months limited time period shall not include employees employed under the provisions of a federal, state or private funded program. For the purposes of this program, temporary employees shall be governed by the terms and conditions as they are defined in the program by which it is funded.

ARTICLE IV - AID TO OTHER UNIONS

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

ARTICLE V - UNION SECURITY (Agency Shop)

- (A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the union equal to dues uniformly charged for membership for the duration of this Agreement.
- (B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues uniformly charged for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- (C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement, commencing the ninety-first (91st) day following the beginning of their employment in the unit for new hires and thirty-first (31st) day for all others.
- (D) Employees of the seniority units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.
- (E) The Employer shall be notified in writing by the Union, of any employees in the seniority units that are represented by the Union who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.
- (F) Indemnification. The Union will protect and save harmless the Employer from any or all claims, demands, costs, suits, and other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purposes of complying with this article.
- (G) Neither the Employer nor the Union shall discriminate against any employee because of such employee's membership or non-membership in the Union.



ARTICLE VI - DUES AND FEES CHECKOFF

- (A) The Employer agrees to deduct from the wages of any non-probationary employee, all Union membership dues, initiations fees and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form, as provided by the Union. Said form shall be executed by the employee. The written authorization for Union dues and fee deductions shall remain in full force and effect during the period of this and successive contracts.
- (B) Dues and/or fees will be authorized, levied and certified in accordance with the Constitution and bylaws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the financial officer or a designated representative of Council 25, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or fees.
- (C) The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, costs, suits or other forms of liability, arising out of its deductions from any employee's pay of Union dues, initiation fees or representation fees. The Union assumes full responsibility for the disposition of the deduction so made once they have remitted to the Union.

ARTICLE VII - REMITTANCE OF DUES AND FEES

(A) When Deduction Begins

Checkoff deductions under all properly executed authorization for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(B) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the address designated by the financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and amount deducted for employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

ARTICLE VIII - UNION REPRESENTATION

(A) Steward and Alternate Steward

The employees covered by this Agreement will be represented by one (1) steward.

- (1) The Employer will be notified of the name of the Steward and an alternate steward, who will serve only in the absence of the regular steward.
- (2) The Steward, and the alternate in his/her absence, shall, upon request to his/her supervisor, be permitted to leave his/her job for the purpose of investigating and presenting grievances in accordance with the provisions of the grievance procedure. It is agreed that in the event of abuse of this privilege, it shall become a proper matter for a special conference.

ARTICLE IX - RIGHTS AND RESPONSIBILITIES

(A) No Strike or Lockout

- (1) No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation, stoppage, or interruption of work, or boycott.
- (2) The Union and its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-down, sit-in, slowdown, cessation, stoppage, or interruption of work, or boycott, or ratify, condone, or lend support to any such conduct or action.
- (3) The Employer agrees that it will not lock-out employees during the term of this Agreement.
- (4) The Employer shall have the right to discharge or otherwise discipline any employee who violates this Article. The Employer's action in discharging or disciplining such employee shall be subject to the grievance and arbitration provisions of this Agreement.

## ARTICLE X - MANAGEMENT RIGHTS

The management of the Employee and the direction of the working forces is vested exclusively with the Employer. Except when expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline, or discharge for cause, layoff, promote, transfer, and assign its employees; to determine or change the starting and quitting time and the number of hours worked; to promulgate reasonable rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge, or reduce a department, function, or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer may introduce a change in the method or methods of operation that will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program to be hereafter undertaken by the Employer. All rights, functions, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE XI - SPECIAL CONFERENCES

- (A) Special conferences for important matters other than grievances, may be arranged between the Chapter Chairperson or their designated representative, and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within ten (10) working days after the request is received, but may be extended by mutual consent. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Council and/or representatives of the International Union.
- (B) The Union representative may meet without loss of time or pay on the Employer's property for up to one-half (1/2) hour immediately preceding the conference.

## ARTICLE XII - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of the terms of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented at Step 1 within five (5) working days of the date the aggrieved employee(s) or the union became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time it shall be barred.

Any employee having a grievance shall present it to the Employer as follows:

### Step 1

- (A) If an employee feels he has a grievance, he shall submit the grievance in writing to his immediate Supervisor. Upon receipt of the grievance the Supervisor shall sign and date the employee's copy of the grievance.
- (B) Within five (5) working days of receipt of the written grievance the Supervisor shall discuss the grievance with the employee. The Supervisor shall submit a written decision to the employee within ten (10) working days of receipt of the grievance with a copy sent to the Steward, the Department Head, and Personnel Director.

### Step 2

- (A) In the event the matter is not resolved at the Step 1 level the Steward shall submit the written grievance to the employees' Department Head within five (5) working days of the Supervisor's Step 1 meeting with the employee.
- (B) Upon receipt of the grievance, the Department Head shall sign and date the Steward's copy of the grievance and forward a copy of said grievance to the Personnel Director.
- (C) Within five (5) working days of receipt of the written grievance the Steward shall discuss the grievance with the Department Head. The Department Head shall give the Steward a written decision within ten (10) working days of receipt of the written grievance with a copy of said decision to the Personnel Director.

### Step 3

- (A) If the Step 2 answer is not satisfactory to the Union, it shall be presented in writing by the Steward to the Personnel Director within ten (10) working days after the Department Head's response.

- (B) The Personnel Director shall sign and date the Steward's copy.
- (C) A meeting shall be held between the Steward, Personnel Director and Department Head within ten (10) working days after receipt of the written grievance.
- (D) The Personnel Director shall respond to the Steward in writing within five (5) working days after the termination of the meeting.

Step 4

~~(A) If the grievance remains unsettled it shall be presented by the Steward, in writing, to the Board of Commissioners Bargaining Committee, within ten (10) working days after the response to Step 3 is received. The Chairman of the Board of Commissioners Bargaining Committee shall convene such meeting(s) with the employee(s) and steward as he shall deem appropriate, and shall provide the Steward a written response to the grievance within ten (10) working days after the grievance is submitted to him in writing.~~

Step 4

- (A) If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
- (B) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the grievance. If the grievance remains unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures within thirty (30) working days after the termination of the meeting.
- (C) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
- (D) The arbitrator's decision when made in accordance with his jurisdiction and authority shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, subtract from, alter or amend any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (E) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall



be considered dropped and the matter resolved on the basis of the Employer's last response thereto. If the grievance is not answered by the Employer within the time provided in the grievance procedure, or any mutually agreed extension of such time, the Union may appeal the matter to the next step of the grievance procedure. Time limits may be extended by mutual consent.

ARTICLE XIII - DISCHARGE AND SUSPENSION

(A) Notice of Discharge or Suspension

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(B) Appeal of Discharge or Suspension

Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 3, Paragraph C of the grievance procedure.

(C) Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor infractions (e.g. absenteeism, tardiness, etc.), which occurred more than one (1) year previously.

ARTICLE XIV - ACQUIRING SENIORITY - PROBATIONARY EMPLOYEE

- (A) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, his name shall be entered on the seniority list of the unit and he shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.
- (B) This probationary period can be extended by the Employer for an additional thirty (30) working days by mutual agreement between the Employer and the Union.
- (C) During or at the end of the probationary period, the Employer may discipline, discharge, lay off, or transfer any such employee at will, and such action shall not be subject to the grievance and arbitration provisions of their Agreement.
- (D) Probationary employees shall not be represented by the Union.

ARTICLE XV - LOSS OF SENIORITY

Employees shall lose seniority and their employment shall be terminated for the following reasons:

- (A) They quit.
- (B) They retire.
- (C) They are discharged for just cause.
- (D) They are absent for three (3) consecutive work days without notifying the department head or Personnel Director.
- (E) They are absent for three (3) consecutive work days without a reason satisfactory to the department head for such absence.
- (F) They falsify material on the application of employment, or give a false reason to obtain a leave of absence, sick leave, or personal leave.
- (G) They fail to report for work upon termination of any leave of absence without a bona fide excuse acceptable to the department head.
- (H) They fail to report to work after being notified to report to work unless they have a bona fide excuse acceptable to the department head; proper notification shall be that as outlined in (d) (1) of the recall procedure.
- (I) They are laid off for a period of eighteen (18) consecutive months.
- (J) They are absent on approved leave from the job due to medically certified reasons for a period of more than one (1) year. Extenuating circumstances will be considered by the Employer on a case-by-case basis.
- (K) They work for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer and the employee.

ARTICLE XVI - LAYOFF AND RECALL

- (A) When there is a decrease in the work force, the least senior employee within the affected classification shall be laid off first, provided the remaining employees meet the stated qualifications of the position and are qualified to do the work.
- (B) The employee(s) affected and the Union Steward shall be given two (2) weeks notification of layoff.
- (C) Employees shall be recalled to positions for which they are qualified in the inverse order of layoff.
- (D) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the employee's responsibility to ensure a current address is on file at the Personnel Department.
  - (1) The employee shall report in person or by certified mail to the Personnel Director within three (3) work days after receipt of notification of recall. The employee shall state whether or not he/she intends to return to work for the County.
  - (2) An employee who intends to return to work for the County shall report to work on the date specified by the County.
  - (3) An employee who fails to comply with the above, shall be considered as having voluntarily quit and the next employee shall be recalled to work.
- (E) The Steward shall be given the names and order of layoff or recall whenever employees are laid off or recalled to work.

ARTICLE XVII - JOB POSTING AND AWARDING PROCEDURES

- (A) All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position on the Environmental Health Office bulletin board. Any employee interested shall sign the posting within the five (5) working days' posting period.
- (B) Three (3) merit factors will be considered in the appointment of a person to a position vacancy.
  - (1) Qualifications - education, training, and experience.
  - (2) Ability to perform at the vacant position's level.
  - (3) Length of service.
- (C) Notification of job award will be posted in the Environmental Health Office.
- (D) An employee awarded the job will have a four (4) week trial period.
- (E) During the four (4) week trial period, an employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.
- (F) During the trial period the employee will receive the rate of pay of the job they are performing.
- (G) The trial period may be extended up to four (4) additional weeks by mutual agreement between the County and the Union.

ARTICLE XVIII - HOURS OF WORK

The work week shall be Monday through Friday. The work day shall be 8:00 am to 5:00 pm with one hour of unpaid lunch arranged between the third and fifth hours of the day.

It is agreed that individual schedules may be assigned to meet County operational and service requirements. This can include regular varied schedules as may be necessary on an individual or departmental basis.

When County facilities are closed due to an emergency, the affected employees of the closed facilities who are sent home shall receive their normal days pay for such closed days.

ARTICLE XIX - OVERTIME

Time and one-half (1-1/2) the employee's regular straight-time hourly rate shall be paid for all hours worked over forty (40) hours in any one work week or over eight (8) hours in any one work day. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment.

Employees called in to work after having completed their normal work day, or scheduled to work outside of their normal work schedule, shall be paid no less than a minimum of two (2) hours ~~work~~ or pay at time and one-half (1-1/2) their regular straight-time hourly rate. The Employer shall schedule the overtime as equitably as possible.

In the event there is a problem with overtime assignments, the parties will meet in special conference to review and resolve the issue.

Paid holidays, vacation, sick leave, funeral leave, jury duty and court attendance shall be considered as time worked for purposes of overtime computation.



ARTICLE XX - LEAVES OF ABSENCE

(A) General Leave

An employee, for justifiable reasons, may be granted a personal leave of absence without pay of up to one (1) week by the Department Head. Authorization for such leave must be in writing and signed by the Department Head. Extensions thereof, if any, must be approved in writing by the Department Head and Personnel Director with a copy to the Union, and shall not exceed thirty (30) days. In case of hardship such leave may be extended for an additional thirty (30) days.

During the period of absence the employee shall not engage in other employment.

Failure to comply with this provision shall result in complete loss of seniority rights and termination of the employee involved.

(B) Jury Duty

The County agrees that employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid their regular compensation for time necessarily spent in jury service upon endorsing the jury check to the Employer. Mileage payments which may have accrued will be retained by the employees if the jury duty is outside the County.

(C) Annual Leave

All full-time employees hired before the signing of this Agreement who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	22 days
After 5 years	26 days
After 10 years	29 days
After 15 years	30 days

All regular full-time employees hired after the signing of this agreement who have completed one year of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	12 working days
After 5 years	16 working days
After 10 years	19 working days
After 15 years	20 working days

Employees with less than one year of service shall be credited with one leave day per month upon successfully completing their probationary period commencing with the starting date of their employment.

On the fifth, tenth, and fifteenth anniversary of their date of hire, employees shall be credited with the additional days annual leave entitlement; for example, four additional days after reaching their fifth anniversary and three additional days after reaching their tenth anniversary.

An employee who has completed one year or more of service and who quits his job after serving proper notice (not less than ten working days), will be paid for the balance of his accrued, but unused, annual leave time up to the last day of his employment.

An employee who is laid off due to lack of work may elect to be paid for accrued by unused annual leave.

In the event of death or retirement of an employee, all annual leave due him shall be paid in the same manner as for wages due.

An employee who actually works nine months in the calendar year, excluding first year employees, shall be entitled to full privileges. An employee otherwise eligible for an annual leave entitlement who works less than nine months in a calendar year shall be entitled to a pro rata annual leave based upon one-twelfth of his full annual leave for each month actually worked.

An employee is allowed to carry over up to, but not to exceed ten annual leave days from one calendar year to the next calendar year.

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

If an employee is discharged for just cause or quits without giving ten working days notice, no annual leave pay will be allowed.

Planned annual leave for three or more days for vacation purposes, shall be scheduled between the department head and the employees involved in order to maintain continuity and efficiency of operations. The department head shall, in all planned annual leave cases, make the final decision involving

annual leave allocation, both as to the number who may be off at any one time and annual leave dates. In case of differences in meeting staffing requirements the senior employee(s) shall be entitled to the preference.

An employee may use leave in increments of one hour, however, the Union agrees with the County that this provision should not be abused.

Current balances of the employee's sick bank will be frozen according to the following:

- (1) All days accumulated over 60 will be paid at the employee directed method for 1/2 of the balance over 60 days. Paid at the employees rate of pay as of the date of the signing of the contract. Such payment will continue to be used in determining final average compensation.
- (2) From the accumulation of 60 days or less the new sick bank will be created up to a maximum of 60 days. The employee's new bank will be equal to the number of accumulated days in the bank or 60 days whichever is lesser.
- (3) This bank will not be used as leave time but shall be used for illness only or as a supplement to the disability insurance program.
- (4) An employee may be allowed to use sick bank for sickness in the immediate family, but must secure permission from his immediate supervisor to leave the job. For sick bank purposes, immediate family is defined as a relative currently and previously who resides in the employee's household.

(D) Medical Leave

An employee who, for medically certified reasons, cannot return to work may apply in writing to the Personnel Director, with a copy to the Department Head for an unpaid medical leave of absence provided he or she has exhausted annual leave benefits, and personal leave of absence benefits. Any such request must include medical certification of inability to work and the expected duration of absence. The granting of medical leave will be discretionary with the Department Head and Personnel Director. In case of questions, the County may require the employee to be examined by a physician of its selection at County expense.

The total time absent from the job, utilizing whatever benefits and leaves, shall not exceed one (1) year. During the period of absence, engaging in gainful employment or failure to return to employment as soon as the employee is

certified as able to work shall be grounds for discharge from County employment.

When an employee is absent from work on such leave, he will not accrue seniority, or annual leave benefits.

(E) Funeral Leave

The County agrees that in the event of a death of the employee's immediate family (spouse, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, mother-in-law, or father-in-law) the employee shall be excused without loss of pay on the dates which he has been scheduled to work, including the day of death and the day of the funeral but not exceeding a total of three (3) working days, for such absence as is required to discharge specific obligations placed upon him by the death.

The employee shall be excused without loss of pay on the day of the funeral in the case of the death of the employee's grandparents, grandchild, son-in-law and daughter-in-law, brother-in-law and sister-in-law.

The Chapter Chairperson, or representative, shall be allowed time with pay in the event of the death of members of the bargaining unit, for exclusive purpose of attending the funeral.

(F) Military Leave

The reemployment rights of employees will be in accordance with all applicable laws and regulations.

(G) Educational Leave

(1) An unpaid educational leave of absence may be granted for one (1) employee at a time for up to four (4) months duration to enable the employee to pursue job related education.

(2) An unpaid educational leave of absence may be granted for one (1) employee at a time for up to ten (10) hours per week to enable the employee to take job related classes. Such time off shall be limited to one (1) year.

Either of the above unpaid educational leaves must be requested in writing to the Department Head. The request shall contain the reason for the request, the duration of the leave request, and the education being pursued. A positive recommendation from the Department Head is a prerequisite for the Board of Commissioners to consider the request. The granting of educational leave is solely a determination of the Board of Commissioners.

No more than one (1) employee may be on either form of unpaid educational leave at one time. If option (1) above is selected, the employee shall not accrue vacation or sick leave for the duration of the unpaid educational leave. All other benefits will remain in effect for the duration of the leave.

(H) Public Service/Union Leave

One (1) unpaid leave of absence for a period not to exceed two (2) years may be granted for serving in an elected or appointed position, public or union. Such request shall be submitted in writing to the Board of Commissioners and must be approved by the Board of Commissioners prior to an employee accepting an appointment.

Any approved unpaid leave of absence for the above purpose shall be without loss of seniority.

(I) Maternity/Paternity Leave

A maternity or paternity leave will be granted in accordance with state and federal regulations.

ARTICLE XXI - HOLIDAY PROVISIONS

The paid holidays are designated as:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Memorial Day	Christmas Eve Day (1/2 day)
Fourth of July	Christmas Day
Labor Day	

Employees will be paid their current rate based on their regular scheduled work day for said holidays.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

ARTICLE XXII - INSURANCE

(A) Life and Accidental Death & Dismemberment Insurance

The County shall provide term life and accidental death and dismemberment insurance for all employees covered by this Agreement in an amount equal to each employees' base annual salary as provided in Appendix A (rounded to the nearest thousand), up to a maximum of \$50,000.

The County shall pay the full premium for the insurance. The insurance is effective for each employee at the start of the first month which follows the satisfactory completion of thirty (30) days of employment.

In the event of lay-off, the County will pay the premium for one (1) month beyond the month in which the employee was laid off.

In the event of absence due to illness, the County will pay the premium during such absence not to exceed one (1) year.

In the event of absence due to a Workers Compensation paid illness or accident, the County will pay the premium for the duration of such absence or two (2) years, whichever is lesser.

(B) Dental-Hospital-Medical-Surgical Insurance

Except as otherwise provided in paragraph E below, the County will provide each employee an opportunity to enroll in Blue Cross-Blue Shield Insurance CR 25 50-50 Dental Insurance and MVF-2 hospital-medical-surgical insurance including Master Medical (excluding drugs), M-L Rider, Reciprocity Program Rider, RPS, AS-I, \$5.00 Prescription Drug, and Optical Riders, and the County will provide predetermination for non-emergency hospital admissions and second surgical opinion program riders or their equivalent, where the employee and the County each pays a portion of the monthly premium as provided below. The County agrees to continue to pay its portion of the premium under the same conditions of absence as set forth above in the event of layoff, the event of absence due to illness and in the event of absence due to a Worker's Compensation illness or accident.

The employee portion of the premium will be 4.5% of the premium cost to the County.

Employees who, in writing, can show they are covered by another hospitalization program, will receive compensation in the amount of \$300.00 per contract year. Payment shall be at the beginning of the calendar year. This option shall only be made annually during the County's enrollment period.

(C) Weekly Income Insurance

The County will provide weekly income insurance for all regular full-time and eligible part-time employees covered by this Agreement. The terms and provisions of such coverage shall be made available to the Union effective January 1, 1993.

Short Term Disability Plan:

Waiting Period - 7 days  
% of Pay - 66-2/3% of base pay  
Maximum - \$3,000.00 P/Mth  
Maximum Time - 6 months

Long-Term Disability Plan:

Waiting Period - 6 months  
% of Pay - 66-2/3 % of base pay  
Maximum - \$3,000.00 P/Mth  
Maximum Time - 2 years

The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

(D) Retiree Health Care Plan

Employees will contribute 1% of biweekly pay toward the program.

The County will pay the cost of Blue Cross/Blue Shield MVF-1, Comprehensive Hospital Care Certificate, hospital, medical, surgical insurance with the following riders: FAERC, D.45NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in part B Medicare program. The County will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option-1 or its equivalent coverage.

The County shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions;

- (1) The County shall begin to immediately pre-fund the Retiree Health Care program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care Premiums. The County shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care



Premiums. Employees shall contribute to this fund a percentage of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse. If employee dies prior to becoming eligible for retirement and/or retiree health care benefits, the employee's contribution will go to their estate. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund along with accumulated interest thereon as determined by the County.

- (2) A retiree's spouse who is covered by health care benefits from the spouse's employer, shall not be allowed to participate in the County sponsored retiree health care program.
- (3) A retiree and spouse shall be allowed to participate in the retiree health care program benefit provided they meet the following requirements;
  - a. The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.
  - b. Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.
  - c. Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance. In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are

enrolled in a University.

- d. An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The County shall pay 100% of the Health Care Premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference.
- e. The County shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's Health Care Premiums for each year of service in excess of 10 years of service for Retiree Health Care.

(E) Selection of Carrier/Self-Insurance

The Employer shall have the right to select and/or change the carrier of any or all of the insurance benefits referenced in paragraphs (A)-(C) above, and/or elect to self-insure any or all said benefits, subject to the condition that the basic benefits provided through any substituted carrier and/or through self-insurance are comparable to those provided by the present carrier of said benefits.

## ARTICLE XXIII - RETIREMENT

Regular full-time employees are covered by a Retirement Plan which includes other full-time employees of the County. The County will continue the existing retirement system for regular full-time employees covered by this Agreement. The Union shall be furnished a copy of the Plan and any changes which the County may institute from time to time.

The multiplier factor pursuant to the Midland County Retirement Ordinance for regular full-time and eligible part-time employees covered by this Agreement shall be 2%.

Each regular full-time and eligible regular part-time employee covered by this Agreement shall contribute 3% of his gross earnings to the County Retirement System.

### Age and Service Retirement

Employees shall be allowed to receive retirement benefits at age 60 or older and after completing 10 or more years of service at age 65 with eight or more years of service.

- (A) Early retirement at age 55 with reduced benefits.
- (B) The formula for early retirement shall be: age + years of service = 85 points will qualify for full retirement with full benefits.

The County will provide the opportunity for employees to retire early by reducing the point formula from 85 to 75 points for the limited window period of 01/01/98 through 06/30/98. An employee must elect and exercise their option during this window period.

ARTICLE XXIV - LONGEVITY

All full-time employees covered by this Agreement who have completed either 5, 10, 15, or 20 years of continuous service in a full-time capacity and who have performed nine (9) months of actual work in their anniversary year shall, on the first salary payroll period following their anniversary date of hire, receive an annual longevity payment based on the following schedule:

- (A) Upon completion of 5 years of continuous service, 1% of their base annual salary.
- (B) Upon completion of 10 years of continuous service, 3% of their base annual salary.
- (C) Upon completion of 15 years of continuous service, 5% of their annual base salary.
- (D) Upon completion of 20 years of continuous service, 7% of their annual base salary.

For all purposes hereunder, "annual base salary" shall mean the employee's base salary in effect on the first salary payroll period following their anniversary of hire date.

Eligible employees who have performed less than nine (9) months of actual work in their anniversary year shall be paid a pro-rata longevity payment of 8.33% of the employee's gross base earnings received in the anniversary year for each month actually worked, multiplied by the applicable longevity increment provided in (A) through (D) above.

Employees hired after the signing of this agreement will not qualify for longevity payment.

ARTICLE XXV - RATES FOR NEW JOBS

If a new classification is created, which would be covered by this bargaining unit as defined in Article III, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification rate is proper it shall be subject to Special Conference.

ARTICLE XXVI - EDUCATION AND TRAINING

- (A) If an employee is required by the Employer to attend educational or training workshops, seminars, classes, or sessions, the employee shall be paid his/her regular wages. In addition, the cost of attending (i.e., tuition, registration fee, required materials, books) shall be paid by the Employer. Mileage, meals and lodging shall be paid according to the policy of the Board of Commissioners.
- (B) The County recognizes that in the event it is necessary that an employee receive additional training during the time of the regular work day the County will be responsible for the reimbursement of wages for that training. In the event any schooling or in-service training is specifically assigned by the County, the employee will be paid not to exceed eight hours at his regular straight time hourly rate for each full day of such training or schooling, and expenses computed in accordance with regular County expense allowance procedures.

Tuition Reimbursement Program

The County will establish a tuition refund program that can be requested by the employee and will be approved by the County, subject to the guidelines below:

- (A) This program applies to tuition only; registration, application and other incidental fees, books, supplies, deposits, etc., which may be charged shall be borne by the employee.
- (B) Tuition reimbursement shall only be available for educational courses directly related to the development of skills and abilities needed in the employee's then current position or another position in the County to which the employee may reasonably expect to be promoted or transferred as determined by the employee's Department Head and the Director of Personnel.
- (C) The employee must have completed one year of regular service with the County prior to the first day of the term or semester for which he plans to register.
- (D) The application for tuition reimbursement can be obtained in the Personnel Department. It is to be completed ten (10) days before the beginning of each semester. The applicant shall also be required to present evidence of admission confirming that he has satisfied all admission requirements and is eligible to enroll for classes.
- (E) The application will be reviewed to determine if the requested education courses are accredited and work related, and that the institution where they are to be taken is approved. Advance

approval is required.

- (F) Regular full-time and eligible regular part-time employees will receive reimbursement for 50% and 25% of tuition; respectively; provided they meet the other requirements set forth herein.
- (G) No more than six credit hours per year, or three credit hours per term or semester, will be approved for any employee.
- (H) Within 30 days of the end of the term or semester, the employee must submit to the Personnel Department the bill, receipt of payment, and grades for review. Requests for tuition reimbursement not submitted within 30 days shall result in the employee's forfeiture of all rights to reimbursement for such course work.
- (I) A grade of "C" or better must be maintained in an undergraduate, business, or trade school level course to qualify for reimbursement; a grade of "B" or better is required for graduate courses.
- (J) The employee must take courses during non-working hours.
- (K) Applications will be processed on a first come basis. When funds authorized by the County have been fully committed, no further applications for tuition reimbursement shall be approved.
- (L) The County will not pay for incompletes or for any course retaken for any reason, or for any course or tuition expense which is paid for or reimbursed under the G.I. Bill, scholarships, grants or by any outside organization.

ARTICLE XXVII - CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any work which will reduce the workforce or the normal number of hours worked by the workforce.



ARTICLE XXVIII - WORK PERFORMED BY SUPERVISORS & NON-BARGAINING  
UNIT EMPLOYEES

Supervisory and other non-bargaining unit employees shall be permitted to perform bargaining unit work in cases of an emergency arising out of unforeseen circumstances, and during heavy workload periods.

ARTICLE XXIX - SAFETY

The Union shall be permitted to discuss safety issues with the Department Head in Special Conference.

ARTICLE XXX - CONSOLIDATION OF JOBS

The Employer agrees that any consolidation of duties resulting in the elimination of job(s) shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to step (3)C of the grievance procedure.

ARTICLE XXXI - CAR ALLOWANCE

The Employer may make County vehicles available to employees covered by this Agreement or, in lieu thereof, will reimburse employees for personal use of their vehicle at the current approved mileage rate. This rate shall be reviewed at least annually and any adjustments made by the Board of Commissioners shall be effective for employees covered by this Agreement.

ARTICLE XXXII - COUNTY/UNION BULLETIN BOARD

The Employer will provide a bulletin board in the Environmental Health Office, which may be used by the Employer and the Union for official business.

8 4 3

ARTICLE XXXIII - DISTRIBUTION OF AGREEMENT

The Employer agrees to provide each member of the bargaining unit with a copy of this Agreement and the Union with two (2) copies.

ARTICLE XXXIV - TERMINATION AND MODIFICATION

This Agreement shall become effective on the 1st day of January 1996, and shall remain in full force and effective until December 31, 1999.

- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (B) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's termination date.
- (C) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (D) Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union to 1034 N. Washington, Lansing, Michigan; and if to the Employer, addressed to Midland County Services Building, 220 W. Ellsworth, Midland, Michigan; or to any such address as the Union 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 UNION

R. J. Dullock  
Robert Dullock  
Chapter Chairperson

Doug Diak  
Doug Diak  
Chief Sanitarian

George Schaller  
George Schaller  
Sanitarian

Todd Brookens  
Todd Brookens  
Sanitarian

Barry Thurston  
Barry Thurston  
Union Representative

FOR THE EMPLOYER

Otis G. Wilson  
Otis G. Wilson, Chairman  
Board of Commissioners

Ronald L. Beech  
Ronald Beech  
Commissioner

Marc A. McGill  
Marc A. McGill  
Administrator/Controller

Richard J. Busch  
Richard J. Busch  
Personnel Director

Charles Newell  
Charles Newell  
Public Health Officer

Charles Lichon  
Charles Lichon  
Environmental Health Director

APPENDIX A

Wage Schedule

Effective 01/01/96

0%

(2.5% lump sum payment)

	<u>start</u>	<u>1 year</u>	<u>3 years</u>
Senior Sanitarian	\$29,914	\$35,194	\$37,275
Sanitarian	\$29,129	\$30,584	\$34,093

Effective 01/01/97

3%

	<u>start</u>	<u>1 year</u>	<u>3 years</u>
Senior Sanitarian	\$30,811	\$36,250	\$38,393
Sanitarian	\$30,003	\$31,502	\$35,116

Effective 01/01/98

3%

	<u>start</u>	<u>1 year</u>	<u>3 years</u>
Senior Sanitarian	\$31,735	\$37,338	\$39,545
Sanitarian	\$30,903	\$32,447	\$36,169

Effective 01/01/99

2%

	<u>start</u>	<u>1 year</u>	<u>3 years</u>
Senior Sanitarian	\$32,370	\$38,085	\$40,336
Sanitarian	\$31,521	\$33,096	\$36,892