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12/31/99

AGREEMENT

BETWEEN

MIDLAND COUNTY BOARD OF COMMISSIONERS

AND

MIDLAND COUNTY SOCIAL SERVICES BOARD

AND

UNITED STEELWORKERS OF AMERICA

January 1, 1996 -  
December 31, 1999

*Midland County*

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AGREEMENT

This Agreement made and entered into this \_\_\_\_\_, by and between the Midland County Board of Commissioners and the Social Services Board ("County") and the United Steelworkers of America, AFL-CIO-CLC on behalf of Local Union 14704 ("Union").

The County Board of Commissioners and the Social Services Board each separately agree with the Union this 1st day of March, 1990, for and in consideration of the mutual promises each respectively made by and with the Union. It is agreed by the Union that the County Board of Commissioners and the Social Services Board respectively retain and reserve unto themselves, without limitation, all powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan, except as expressly limited by the terms of this Agreement. There shall be no implied dilution of the powers conferred upon the Board of Commissioners or the Social Services Board.

WHEREAS, the County is a public employer and is engaged in furnishing essential public services vital to the people of Midland County;

WHEREAS, the County and its employees have a high degree of responsibility to the public to assure orderly and uninterrupted operations and functions of government;

WHEREAS, the parties hereto, in recognition of their respective responsibilities, enter into this Agreement with the intention and desire to foster and promote sound, stable and peaceful labor relations between the County and its employees, and to that end the parties have reached an understanding governing the conditions of employment;

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the County and its employees so that grievances may be settled quickly and to the satisfaction of both parties, and so that service to the public will not be disrupted;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all full-time cooks, housekeepers and residential utility aides of Pinecrest Home and Farm but excluding supervisors, residential facility assistants and all other employees of the County.

The Union recognizes that competent professionals in the social services field have in the past prescribed therapy for residents of the Pinecrest Home and Farm that has included the assignment to such residents of certain duties or work normally performed by employees in the bargaining unit. It is expressly agreed by the parties that this therapy may continue.

The Union also recognizes that a program to afford work opportunities to welfare recipients has been implemented and that the program may include the assignment to such welfare clients of certain duties or work normally performed by employees in the bargaining unit. If is expressly agreed by the parties that this program may continue.

In the event that employees are hired under government funded programs of limited duration (e.g., CETA, WIN, Youth Employment, etc.) to perform work that would normally be included in the bargaining unit, such employees shall be afforded all benefits and rights under this agreement with the exception of seniority and pension rights. Whenever regular County openings occur in the department covered by this contract such employees will be considered. Should a person working under a limited duration government funded program be awarded a regular position, his seniority date will be established to reflect his continuous service to the County.

The County agrees that in all cases nothing contained in this section shall be used to displace regular County bargaining unit employees and that no bargaining unit employees will be laid off so long as welfare recipients and employees hired under limited duration government funded programs are assigned to work normally performed by employees in the bargaining unit.

When the County establishes a new or changed job so that duties involving a significant amount of work normally performed on a job within the bargaining unit (or, in the case of new work would be performed on such a job) are combined with duties not formerly performed on a job within the bargaining unit, the resulting job shall be considered as within the bargaining unit. This provision shall not be construed as enlarging or diminishing whatever rights exist in respect of withdrawal of non-bargaining unit duties from a job in the bargaining unit, provided that where non-bargaining

unit duties are placed in a job in the bargaining unit under this provision, such duties may be withdrawn at any time. The County shall, on request, furnish to the Union reasonable information to permit determination of questions of compliance with this provision.

The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined and reference to male employees shall include female employees.

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ARTICLE 2 - DISCRIMINATION

The County agrees that it will not discriminate in any manner against any person in its employ by reason of his membership and activity in the Union. The County further agrees that it will not in any way interfere with the organization of the Union, and, further, will not commit any act calculated to undermine the Union.

It is the continuing policy of the County and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, disability, age, sex, union membership or political affiliation. The representatives of the Union and the County in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and service on behalf of the County and that neither its members or representatives will intimidate, coerce, interfere with, or discriminate against any employee in any manner at any time.

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ARTICLE 3 - UNION SECURITY

Section 3.1: Union Membership - Present Members

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 3.2: Union Membership - New Employees

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or starting thirty (30) days following the beginning of his employment, whichever is later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- a. In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 3.2, provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee shall pay a service fee to the Union.
- b. In the event an employee refuses to comply with Section 3.2 or 3.2 a, he shall be subject to discharge only after official notice from the International Union to the County and the employee.

Section 3.3: Check Off

The County agrees to deduct from the wages of employees in accordance with the express terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee elects to pay a service fee, the monthly service fees designated by the Union. Said deductions shall be made out of the second pay of each month.

With respect to all the sums deducted by the County pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fees, the County agrees promptly to remit to the International Secretary-Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania, such sum deducted. A copy of such list shall be furnished to the International Staff Representative of the Local Union. The Union

agrees promptly to furnish any information needed by the County to fulfill the provisions of this Article, and not otherwise available to the County.

Section 3.4: Notice to Union of New Employees

Newly hired employees will be given a payroll deduction authorization card and the Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the payroll deduction authorization card and submitting it to the Employer rests with the newly hired employee and the Local Union.

Section 3.5: Save Harmless

The Union shall indemnify and save the County harmless against any and all claims, demands, costs, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this Article, including the County's reliance upon certified lists furnished to the County by the Union and the County's reliance upon authorization cards submitted to it by any individual employee or the Union.



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ARTICLE 4 - WORK BY NON-BARGAINING UNIT EMPLOYEES

The County agrees that supervisors or non-bargaining unit personnel will not be used at any time on work normally performed by employees in the bargaining unit, except in emergencies when union employees are unavailable or have refused to do the work as assigned or in cases where unsafe conditions are being charged. The term "emergency" as used herein is an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 5 - UNION RESPONSIBILITY AND EMPLOYEE RIGHTS

The Union agrees to cooperate with the County in strict observance of all the terms, provisions and agreements herein contained so that the purposes and objectives of this Agreement may be fully attained to the end that mutual interests of the parties hereto may be maintained at all times. The Union recognizes that it has a joint responsibility with the County in maintaining good labor relations and the cooperative effort of the employees to the end that the County and the people of Midland County will receive from the employees efficient and uninterrupted service.

At no time during the term of this Agreement or during any period of time that negotiations are in progress between the Union and the County for the continuance or renewal of this Agreement, will the union cause or authorize or permit its members or any of them to cause, nor will any member of the bargaining unit take part in, any impeding of work or curtailment of or interference with any operation of the County, or any building, office, grounds or facility of the County.

The Union further agrees that it shall not cause, authorize or permit its members at any time to violate the laws of the State of Michigan concerning the duty of public employees not to strike.

ARTICLE 6 - COUNTY RIGHTS

The Union recognizes that the management of the operations of the County and its respective departments is solely a responsibility of the County and the respective department heads, and that nothing in this Agreement shall restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the County, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or of the United States of America.

In addition to all rights conferred by law, the County (including the Social Services Board) reserves the right to manage its affairs efficiently and economically, including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, materials or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce working rules and regulations, subject to express provisions of this Agreement as herein set forth.

## ARTICLE 7 - SENIORITY

### Section 7.1: Principle of Seniority

The aim and purpose of this Article is to provide an equitable measure of each employee's investment in the Employer's operations based on the employee's length of service. Therefore, it is agreed that whenever the employer lays off or recalls any of the work force, the principle of seniority shall prevail, provided the employee retained or recalled is capable of doing the work. Further, seniority is recognized as a factor in the award of jobs.

### Section 7.2: Probationary Employees

Until a newly hired employee has been employed for ninety (90) calendar days in the bargaining unit, the employee shall be known as a "probationary employee". Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions, but the County reserves the right to decide questions relating to the discipline or discharge of probationary employees.

### Section 7.3: Computation of Seniority

Upon successful completion of a ninety (90) day probationary period each full-time employee shall acquire seniority status and be assigned a seniority date retroactive to the employee's most recent date of hire into the bargaining unit. Such employee's name shall also be added to the Unit seniority list.

When employees have the same seniority date, the employee with the lowest County employee number will be given preference.

### Section 7.4: Super-Seniority of the Steward

In order to avoid a layoff only, the employee holding the position of Steward shall be considered to have the highest seniority in the bargaining unit during his term of office provided he is capable of doing the work. Super-seniority granted under this section may not be used for promotional purposes.

The Union will provide the County with the name of the employee covered under this section.

### Section 7.5: Loss of Seniority

An employee's seniority shall terminate and he shall be removed from the Employer's payroll upon the occurrence of any of the

following:

- a. Voluntary quit or failure to return from leave of absence.
- b. Discharge for just cause.
- c. Retirement.
- d. Acceptance of a position with the County that is not in the bargaining unit if that position is held for over ninety (90) calendar days.
- e. Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record.
- f. Layoff exceeding two (2) years.

Section 7.6: Unit Seniority List

The County shall keep a record of each employee's service in the bargaining unit and shall furnish to the secretary of the Union an up-to-date copy of the unit seniority list.

Section 7.7: Filling Vacancies or New Openings

Regular jobs (vacancies or new openings) within the bargaining unit shall be filled on the basis of necessary qualifications by posting notice of same. Where there is more than one qualified applicant for the job (vacancy or new opening) the applicant with the most seniority will be awarded the job.

Section 7.8: Job Posting

When a regular job is to be filled, the County will post a notice on the bulletin board giving all seniority employees an opportunity to make application for the job by filing the appropriate application form. Said notice shall be posted for a period of five (5) working days. The job posting notice will show the shift, classification, and necessary qualifications for the job vacancy. All posted vacancies shall be filled by appointing the next senior qualified bidder within five (5) working days of the close of the job posting period. During the bidding period the County may make a temporary assignment to fill the posted vacancy. An employee bidding into a classification shall be given twelve hours (12) on-the-job training and three (3) working days to perform the job. If

such employee fails to adequately perform the job, he shall be returned to his previous position without loss of seniority rights.

Absent employees shall be considered as signers on any job posted. If an employee on recall is awarded the job, he shall be notified by registered mail addressed to his last known address.

No employee shall sign a job posting unless he is willing to assume the duties of the posted position.

Section 7.9: Notice of Work Force Reduction

In the event of a reduction in the work force, the County will give the affected employees at least fourteen (14) calendar days advance notice.

Section 7.10: Work Force Reduction (Lay-offs)

Should it become necessary for the County to reduce the work force, such reduction shall begin with the employee with the lowest seniority within the classification being reduced. Employees so reduced may, on the basis of their seniority, bump into another equal or lower compensated job classification. An employee bumping into another classification as herein provided shall be given twelve (12) hours on the job training and three (3) working days to perform the job. If the employee fails to adequately perform the job in said period, or wishes to withdraw from said job, the employee shall be returned to his previous status (lay-off) without loss of seniority rights. No reduction of employees with seniority will take place until all probationary, temporary and part-time employees, or employees under other government programs, are released, provided the employees with seniority are capable of performing the available work.

The names of laid off employees shall be placed on the recall list in the order of their seniority.

Section 7.11: Temporary Jobs

Assignments to temporary jobs shall not exceed thirty (30) days, except as otherwise provided by this Agreement or mutual agreement of the Union and County. The provisions of Section 7.8 Job Posting shall not apply to the assignment of temporary jobs but consideration should be given to seniority when temporary job assignments are made.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1: Definition

"Grievance" as used in this Agreement is limited to a formal dispute involving the interpretation or application of the provisions of this Agreement.

Section 8.2: Settlement

All grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to satisfactorily adjust grievances in an amicable manner between the County and the Union. Employees and their representatives involved in this grievance procedure shall be allowed a reasonable amount of time off, with pay, during working hours. Time off shall be scheduled by supervision at times convenient to the operation.

Section 8.3: Grievance Procedure

The County recognizes the right of the Union to select or appoint a Steward to assist employees in presenting grievances to representatives of management. An employee designated as a Steward shall first attain seniority status with the County. The name of the Steward shall be given to the County, in writing, by the Union before the Steward assumes his duties.

Step 1. Within ten (10) working days of the occurrence of the act or condition giving rise to the grievance, the aggrieved employee and Steward shall confer with the employee's immediate supervisor for the purpose of resolving the grievance. If the grievance is not brought to the immediate supervisor's attention within the above specified ten (10) working days, further processing of the grievance shall be barred. Within five (5) working days after the Step 1 conference, the immediate supervisor shall give an answer to the grievance to the employee and the Steward.

Step 2. If the grievance is not satisfactorily resolved, the Steward shall, within five (5) working days of receipt of the Step 1 answer, reduce the grievance in writing, secure the signature of the grievant and present the written grievance to the County's Residential Facility Manager, with a copy to the County's Director of Personnel. The Residential Facility Manager shall confer with the employee and Steward within five (5) working days of receipt of the written grievance for the purpose of resolving the grievance. Within five (5) working days

after the Step 2 conference, the County's Residential Facility Manager shall provide a written answer to the grievance to the Steward, with a copy to the Director of Personnel and employee.

Step 3. If the grievance is not satisfactorily resolved, the Steward shall, within five (5) working days of receipt of the Step 2 answer, appeal the grievance to Step 3 by informing the County's Director of Personnel, in writing of the Union's desire for a Step 3 conference. The Director of Personnel shall then schedule a conference for the grievant and the Union's International Representative to confer with the County's Director of Personnel and Bargaining Committee for the purpose of satisfactorily resolving the grievance. This Step 3 conference shall be scheduled as quickly as all the participants are available. Within five (5) working days after the Step 3 conference, the County shall provide a written answer to the grievance to the Union's International Representative, with a copy to the grievant.

Step 4. If the grievance is not satisfactorily resolved, the Union's International Representative shall, within thirty (30) working days of receipt of the Step 3 answer, serve written notice upon the County's Director of Personnel of the Union's intent to submit the grievance to arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to insert in such arbitration proceedings any issues which have not previously been set forth in the grievance procedure.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be able to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the County and the Union. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability as herein provided, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where



the arbitrator determines that such grievance fails to meet said test or arbitrability, the arbitrator shall refer the case back to the parties without a recommendation on the merits.

ARTICLE 9 - DISCHARGE & DISCIPLINE

Section 9.1: Notice of Discharge

In the event a member of the unit shall be discharged from his employment from and after the date hereof, such discharge shall constitute a case arising under the methods of adjustment of grievances as herein provided. The Union Steward will be immediately notified, in writing, of such discharge.

Section 9.2: Time Limits to Grieve

In all cases of discharge, a grievance, if any, must be filed in writing within twenty (20) working days of the receipt of the notice of discharge provided above.

Section 9.3: Presence of Steward in Potential Discipline Layoff Cases

- A. The Union Chairperson will be notified prior to any disciplinary meeting held between management and bargaining unit employees.
- B. An employee may request the presence of the Steward at any investigatory meeting the employee is required to attend when such meeting could influence the County's decision to discipline said employee. Such request shall not be denied.

ARTICLE 10 - UNION ACCESS

Authorized representatives of the Union shall be permitted access to the facilities of Pinecrest Home and Farm during working hours to talk with employees and/or representatives of the County concerning matters covered by this Agreement. Such representatives shall not interfere with the performance of the employees' duties and, further, shall first make arrangements with the County's Residential Facility Manager prior to gaining such access.

one-half (1 1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of:

- a. Twelve (12) hours in any work day.
- b. Twelve (12) consecutive hours.
- c. Forty (40) hours in any work week.

ARTICLE 12 - UNPAID LEAVES OF ABSENCE

Section 12.1: Military Leave

An employee who enters the armed forces shall, upon proper written request, be granted an unpaid leave of absence for his tour of duty. Seniority will accumulate during such leaves. The employee must indicate that he is ready, willing and able to return to Pinecrest employment within thirty (30) days after release from the service.

Section 12.2: Leaves to Serve in Public Offices

An employee elected or selected for a full-time public office which takes him from his duties with Pinecrest, shall, upon proper written request, receive an unpaid leave of absence without pay for the term of such office or two (2) years, whichever is lesser. Unless such employee returns within the time limit herein before specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Social Services Board. Seniority will accumulate during such leaves.

Section 12.3: Personal Leave

An unpaid leave of absence for a bona-fide reason (which shall not include employment for another employer) may, upon proper written request, be granted to employees for periods not to exceed thirty (30) working days. Such leave shall not involve loss of seniority, if it has been approved in writing by the Social Services Board. Such leaves may be extended for up to ninety (90) day periods upon written approval of the Social Services Board.

Section 12.4: Union Leave

The Social Services Board shall, upon proper written request, grant an unpaid leave of absence to any employee who accepts a position with the Local Union, International Union, federated Union bodies, and government or civic organizations, provided, however, that such employee make application for an annual extension during the last thirty (30) days of each year of such leave of absence. Upon returning to work, the employee must be able, after a physical examination provided by the County, to perform the work of the job to which he is returning or to such other job as he might be capable of performing and to which he might be entitled by reason of his seniority. A leave of absence for a position with the Union or other organization mentioned herein shall be limited to a total of three (3) years, including any annual extensions.

An employee elected or appointed to office in the United

Steelworkers of America AFL-CIO-CLC, which takes him from his regular job will retain the seniority he had when he commenced the leave. Seniority shall accumulate for a period of two (2) years during the period of the leave.

Section 12.5: Conference & Convention Leaves

Upon advance notice to and approval of the Social Service Board, an unpaid leave of absence for a period not to exceed ten (10) working days, may be granted to an employee to attend Union conferences and conventions. Seniority will accumulate during such leaves.

ARTICLE 13 - FUNERAL LEAVE

In the event of a death in the employee's immediate family (spouse, child, stepchild, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law or father-in-law, grandchild), an employee shall be excused without loss of pay on the dates which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed 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, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

In case of extenuating circumstances a supervisor may make special arrangements with the employee for funeral leave.

ARTICLE 14 - ANNUAL LEAVE

All full-time employees covered by 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	176 hours
After 5 years	208 hours
After 10 years	232 hours
After 15 years	240 hours

All regular full-time employees hired after the signing date 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 1 of the subsequent year as follows:

After 1 year	96 hours
After 5 years	128 hours
After 10 years	152 hours
After 15 years	160 hours

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:

- a. 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.
- b. 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.
- c. 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.
- d. 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.

ARTICLE 15 - JURY DUTY & COURT ATTENDANCE

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue while on jury duty. Employees will be paid for the full day after endorsing the jury check to the County.

Employees required, whether by the County of Midland or any public agency, to appear before a court or agency on any matters related to their work for Midland County and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over to the County the payment received from the court or agency.

## ARTICLE 16 - WORKING CONDITIONS

### Section 16.1: Safety & Health

The County shall provide a place of employment that is reasonably free of physical and health hazards. The County and the Union will establish a Joint Safety and Health Committee. This Committee will meet periodically to discuss safety and health conditions.

### Section 16.2: Hours of Work

Employee work schedules will be posted on the bulletin board not less than two (2) weeks ahead of the time the employee is scheduled to work. Except as otherwise provided by this Agreement, employees are expected to work forty (40) hours per week. Schedules will be established so that employees will share weekends off.

### Section 16.3: Lunch Periods & Rest Periods

Each employee's regular work day will include a one-half (1/2) hour lunch period approximately half way through the work day.

Employees will be allowed a fifteen (15) minute rest period approximately half way between the start of their work day and their lunch period as scheduled by supervision. Employees will be allowed an additional rest period of fifteen (15) minutes approximately half way between the lunch period and the end of their work day. Meals shall not be provided to employees by the Pinecrest Infirmary. Lunch and rest periods will be scheduled so there is no interruption of necessary operations.

Each rest and lunch period shall be continuous and uninterrupted. A suitable employees lounge will be provided and maintained for the exclusive use of the employees.

### Section 16.4: Call-In Pay

In case of emergencies, supervision may call in employees who are off work to perform work that they are capable of performing. At such times the employees called in will be assured of a minimum of four (4) hours work or pay.

### Section 16.5: Worker's Compensation Pay

In the event an employee sustains an occupational injury, he or she shall receive such benefit entitlements as may be available under Michigan's Worker's Compensation statues. In addition, the County agrees that the employee's term life and medical insurance as

provided for in Article XIX may be continued for a maximum of two (2) years following the employee's date of injury.

Section 16.6: Attendance

Excessive absences are to be discouraged and may be cause for dismissal. Employees who expect to be absent must be diligent in notifying their supervisors prior to the shift if possible and in any case within twelve (12) hours of the start of their missed shift.

Section 16.7: Weekend Premium

Employees whose posted odd schedule (Section 17.2) includes Saturday and/or Sunday shall receive an additional \$0.75 per hour for each hour worked on the Saturday and/or Sunday.

Section 16.8: Shift Premium

There will be a fifteen (15) cent per hour shift premium for employees whose regular work shift falls between the hours of 6:00 p.m. - 7:00 a.m. and for employees called in to work such a shift.

Section 16.9: Transportation

Members of the bargaining unit will not be required to transport prisoners, or be expected to use their own vehicle to transport residents.

ARTICLE 17 - LONGEVITY PAY

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 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 annual base salary.
- b. Upon completion of 10 years of continuous service, 3% of their annual base 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 hire date.

Employees hired after the signing date of this agreement shall not be eligible for longevity pay.

ARTICLE 18 - HOLIDAYS

The County recognizes the following paid holidays under this contract:

New Year's Day  
Presidents Day  
Good Friday  
Memorial Day  
Fourth of July  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Eve (four hours)  
Christmas Day  
Two (2) personal holidays

Employees covered by this Agreement may be required to work on the designated holidays. A holiday period is defined as 6:00 a.m. - 6:00 a.m. starting the day of the holiday.

Employees who may be required to perform necessary work on one of the above holidays shall receive one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked which fall within their scheduled hours and two and one-half (2-1/2) times their regular straight time hourly rate for all hours worked outside their scheduled hours in addition to their regular wages covering the holiday.

Personal holidays shall be scheduled with the employee's supervisor.

ARTICLE 19 - INSURANCE

Section 19.1: Enrollment for Insurance Benefits

To qualify for the insurance benefits provided in Sections 19.2 - 19.6 below, each employee must individually enroll and make proper application for such benefits in the County's Personnel Office within thirty (30) calendar days of the commencement of employment with the County. An employee who fails to enroll and make proper application as herein provided is specifically and expressly excluded from participating in such benefit programs until such time as she enrolls and makes proper application during an open enrollment period.

Section 19.2: Term Life & Accidental Death & Dismemberment

Upon proper application, the County will provide and maintain at no cost to each full-time employee life insurance benefits in an amount equal to the employee's annual salary rounded to the nearest \$1,000 increment, but not less than \$15,000 or in excess of \$25,000, and accidental death and dismemberment insurance benefits in an equal amount, commencing the first day the month following the month in which the employee completes the first thirty (30) days of regular employment with the County.

Section 19.3: Medical

The County will provide all regular full-time employees an opportunity to enroll in Blue Cross/Blue Shield MVF-hospital-medical-surgical insurance, including the master medical excluding drugs, M-L, RPS, AS-1 and reciprocity program riders, and Blue Cross/Blue Shield \$5.00 prescription drug and optical riders effective after the signing date of this agreement the County will provide pre-determination for non-emergency hospital admissions and second surgical opinion program riders, or their equivalent.

The County shall pay ninety-five and one-half percent (95.5%) and the employees shall pay four and one-half percent (4.5%) of the full premium cost.

It is agreed that the County may change carriers to provide generally equal or better coverage upon ninety (90) days prior notice to the Union.

Section 19.4: 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 September 1, 1992.

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.

Changes in benefit amounts based on changes in an employee's base weekly earnings occur on each March 1 based on the employee's base weekly earnings as of the preceding January 1st.

Any employee whose personal disability extends beyond the period compensated and the employee is not able to assume the responsibilities of his position, his seniority will terminate.

Vacancies that occur due to an employee's being on weekly income insurance may be filled by the hiring of a person outside of the bargaining unit for a period of up to ninety (90) calendar days which period may be extended by mutual consent of the Union and the County.

Section 19.5: Dental

Upon proper application, the County will provide and maintain dental insurance benefits under its Blue Cross-Blue Shield CR25, 50/50 plan, for each full-time employee commencing the first of the month following the month in which the employee completes the first thirty (30) days of regular employment with the County.

Section 19.6: Termination of Coverage

Except as provided below, an employee's term life, accidental death and dismemberment, medical, short-term sickness and accident, and dental insurance benefits shall terminate on the date the employee terminates, is laid off, retires, goes on an unpaid leave of absence or the individual benefit plan terminates. In the event it becomes necessary to reduce the work force, employees laid off will



have all their term life and AD & D, medical and dental benefits continued in full force and effect throughout the month in which their layoff commences. Employees on authorized paid disability leave will have their insurance benefits continued for such period as they are on disability leave or one (1) year, whichever is lesser.

## ARTICLE 20 - RETIREMENT

### Section 20.1: Retirement Provisions

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 employees covered by this Agreement shall be 2%.

Each regular full-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.

Retirement Multiplier: A retirement multiplier factor of 2% (.02) shall be applied to the final average compensation and years of service in determining the employees annual retirement allowance.

Final Average Compensation: Final average compensation shall mean the highest annual compensation received by a member during a period of five consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members, in determining amounts subject to deduction for payment to the retirement system and for determination of "final average compensation" shall consist of all payments received by a member for base salary, longevity pay, and overtime and any lump sum payment in lieu of annual leave.

### Section 20.2: Retiree Health Care Plan

Employees will contribute 1% of biweekly pay toward the program to be set up as a pre-tax deduction if possible.

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:

- a. 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 the 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.
- b. 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.
- c. A retiree and spouse shall be allowed to participate in the retiree health care program benefit provided they meet the following requirements;
  1. The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.
  2. 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.

3. 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.
4. 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.
5. 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.

ARTICLE 21 - MISCELLANEOUS

Supplemental Employment

The County will not limit an employee engaging in supplemental employment as long as such employment does not interfere with the employee's regular duties under this contract. However, in no case shall County telephones, addresses or property be used to operate a non-County business nor shall an employee use County work time to conduct such business. Storage of vehicles used by an employee to conduct non-County business shall not be stationed on County owned property.

If the above principles are violated the violation will be called to the attention of the employee in writing by the County and it is expected that the violation will be cleared up through the regular grievance procedure.

ARTICLE 22 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 1996 to and including December 31, 1999 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

APPENDIX A  
SALARY SCHEDULE

	<u>01/01/96</u> 0%*	<u>01/01/97</u> 3%	<u>01/01/98</u> 3%	<u>01/01/99</u> 2%
Start	7.15	7.36	7.58	7.73
After 90 days	7.57	7.80	8.03	8.19
After 1 year	7.99	8.23	8.48	8.65
After 2 years	8.42	8.67	8.93	9.11
After 3 years	8.87	9.14	9.41	9.60

\* lump sum payment in 1996

IN WITNESS WHEREOF, the County of Midland and the Union, by their duly authorized representative, have hereunto signed their names this \_\_\_\_ day \_\_\_\_\_.

FOR THE COUNTY OF MIDLAND

*Otis Wilson*  
Otis Wilson, Chairman  
Board of Commissioners

*Roland R. Weaver*  
Roland R. Weaver  
County Commissioner

*Sally P. Ward*  
Sally Ward  
Social Services Board

*Richard J. Busch*  
Richard J. Busch  
Personnel Director

*Marc A. McGill*  
Marc A. McGill  
Administrator/Controller

*Carol Speltz*  
Carol Speltz  
Residential Facility Manager

UNITED STEELWORKERS OF AMERICA

*George Becker*  
George Becker  
International President

*Leo W. Gerard*  
Leo W. Gerard  
International Secretary-Treasurer

*Richard H. Davis*  
Richard H. Davis  
International Vice-President

*Leon Lynch*  
Leon Lynch  
International Vice-President

*Harry C. Lester*  
Harry Lester  
District Director

*Miles M. Cameron* 4-26-96  
Miles M. Cameron  
Staff Representative

LOCAL 14704 (P)

*Holly Hawkins*  
Holly Hawkins  
Unit Chairperson

*Kathy Forbes*  
Kathy Forbes  
President



LETTER OF UNDERSTANDING

The County agrees that the Pinecrest Study Committee will have as an integral objective of its' charter, the task of exploring alternatives for employees if the County no longer operates Pinecrest. This to include:


1. Allowing certain people to retire, crediting them with years of service as if they were 65 years of age.
2. Paying their medical insurance.
3. Placement on similar paying jobs (including benefits) in County.
4. Re-training to achieve (3).

FOR THE COUNTY OF MIDLAND


  
Richard J. Busch  
Personnel Director

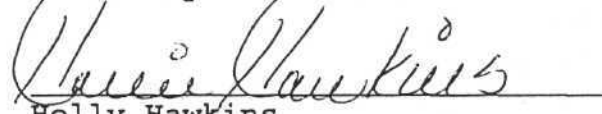
  
Carol Speltz  
Residential Facility Manager

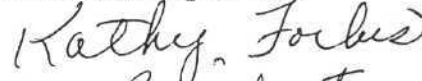
  
Roland R. Weaver  
County Bargaining Committee

  
Otis G. Wilson, Chairman  
Board of Commissioners

UNITED STEELWORKERS OF AMERICA

 4-26-96  
Miles M. Cameron  
Staff Representative

  
Holly Hawkins  
Unit Chairperson

  
Kathy Forbes  
President

March 13, 1996

LETTER OF UNDERSTANDING

It is agreed that two (2) new positions have been implemented in the bargaining unit. These positions shall be Residential Utility Aides scheduled for four 8 hour shifts (32 hours) per two week pay period. The specific and only purpose of these positions is to make 7 day per week coverage of the current full-time 5 day per week job of Utility Aide. This new position will afford coverage on the full-time employee's days off. The employee on this job will be limited to these hour plus they will be considered first in filling the full-time Utility Aide position in the event the full-time person is not working for a period not to exceed thirty (30) days. Conversely, the full-time person will be considered first in filling any of these part-time position absences.

Only in an extreme emergency will this part-time employee be requested to work in other classifications/jobs on a call-in basis.

The following modifications of the current agreement will apply to these positions only;

Page 3 Thirty days is changed to ninety (90) days.

Page 6 Section 7.2: Probationary Employees  
Ninety (90) calendar days is changed to six (6) calendar months.

Page 6 Section 7.3: Computation of Seniority  
Seniority shall be calculated as 832/2080 (40%) of the actual time of service from hire date.


Page 18 Section 16.7: Weekend Premium  
Add "This section shall also apply to these positions".

Page 20 Article 19 - Holidays  
In the event the employees in these position are required to work on a recognized holiday, the premium pay provisions will apply. No idle holiday will be granted.


It is further agreed that these part-time positions will receive no additional benefits.

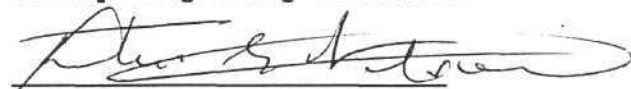
FOR:

MIDLAND COUNTY


  
Richard J. Busch  
Personnel Director

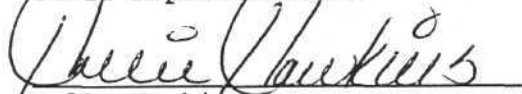
  
Carol Speltz  
Residential Facility Manager

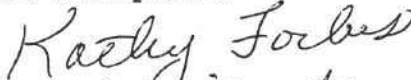
  
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