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12/31/98



November 6, 1996  
ORIGINAL FOR EXECUTION

# AGREEMENT

By and Between

THE NEWAYGO COUNTY BOARD OF COMMISSIONERS  
AND THE NEWAYGO COUNTY DRAIN COMMISSIONER,  
TREASURER, CLERK, PROSECUTING ATTORNEY  
AND REGISTER OF DEEDS

*Newaygo County*

and

TEAMSTERS LOCAL 214

Effective January 1, 1996 through December 31, 1998



## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
AGREEMENT	1
PREFACE	1
ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIALS	1
I    MANAGEMENT RIGHTS	1
Section 5.    Operation	2
Section 6.    Retention of Right	2
II   MANAGEMENT SECURITY	3
III  RECOGNITION, AGENCY SHOP AND DUES	3
IV   BARGAINING COMMITTEE	4
V    SPECIAL PROGRAMS	5
VI   SPECIAL MEETINGS	5
VII  DISCHARGE AND DISCIPLINE	5
Section 1.    Discharge Notice	5
VIII GRIEVANCE PROCEDURE	6
Section 1.    Definition of Grievance	6
Section 2.    Time Limitation	6
Section 3.    Procedure for Grievances	6
Section 4.    Arbitration	7
Section 5.    Election of Remedies	7
IX   HOLIDAYS	8
Section 3.    Worked Holidays	8
Section 4.    Holiday Eligibility	8
X    SICK LEAVE (1-1-96 through 12-31-96)	9
Section 1.    Sick Leave	9
Section 3.    Employee Sick Leave Bank	10
PERSONAL LEAVE (effective 1-1-97)	11
Section 1.    Personal Leave	11
XI   FUNERAL LEAVE	13
XII  LEAVES OF ABSENCE	13

XIII	SENIORITY AND LAYOFF PROCEDURE	14
	Section 2. Loss of Seniority	14
	Section 5. Parks Department Employees ONLY	15
XIV	JOB VACANCIES	15
	Section 1. Job Postings	15
	Section 2. Promotions	15
	Section 3. Trial Period for Promotions and Transfers	15
	Section 4. Parks Department Employees	15
XV	VACATIONS	15
XVI	PROBATIONARY PERIOD	16
XVII	PENSION PLAN	17
XVIII	INSURANCE	18
	Section 5. Wellness Program	19
XIX	RECLASSIFICATION OF EMPLOYEES	19
XX	LIABILITY INSURANCE AND HOSPITALIZATION OPTION	20
	Section 2. Hospitalization Option Payment	20
XXI	NEW CLASSIFICATIONS	20
XXII	LONGEVITY PAY	20
	Section 3. Pro Rata Payment	21
XXIII	APPOINTMENTS, TRANSFERS, PROMOTIONS AND DISMISSALS; ATTENDANCE RECORDS; RECORDS	21
	Section 8. Attendance Records	22
XXIV	WAGES	22
	Section 3. Working in a Higher-Paid Position	22
XXV	HOURS AND RATES OF PAY	23
	Section 6. Compensatory Time	24
	Section 7. Premium Pay and Work Week	
	Section 8. Hours and Rates of Pay for Parks Department Maintenance Employees and other conditions for Parks Department Maintenance	25
	Section 9. Commission on Aging	25
XXVI	FAMILY AND MEDICAL LEAVE ACT	26

XXVII MISCELLANEOUS	26
Section 1. Separability	26
Section 2. Captions	26
Section 3. Gender	26
Section 4. Programmer/Analysts and Senior Service Coordinator (COA)	26
XXVIII DURATION	27
SCHEDULE "A" - WAGES	28-29
SCHEDULE A-1	30-31

## AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 1996, and shall be effective as of January 1, 1996, except as otherwise stated herein, by and between the **NEWAYGO COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "**BOARD**" and the **NEWAYGO COUNTY DRAIN COMMISSIONER, TREASURER, CLERK, PROSECUTING ATTORNEY and REGISTER OF DEEDS**, hereinafter referred to as "**ELECTED OFFICIALS**", and sometimes referred to together as "**EMPLOYER**", and the **TEAMSTERS LOCAL 214**, hereinafter referred to as the "**UNION**".

## PREFACE

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

The Board, Elected Officials and the Union recognize their legal responsibilities under Federal, State and Local laws relating to fair employment practices.

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

## ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIALS

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

Nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon the Board and/or the Elected Officials and their relationship to each other.

## ARTICLE I

### MANAGEMENT RIGHTS

**Section 1.** Management will not discriminate against any employee because of his or her membership in the Union.

**Section 2.** Rules of conduct not inconsistent with the specific terms of this contract in effect at the date of this Agreement may be continued by the Employer. The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. New rules shall be reasonable and shall relate to the proper performance of an employee's duties and shall not be applied in a discriminating manner. A Union representative

shall be notified of any new or modified rule prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the new rule or rule change, the Union representative may request a special conference between the Union, Department Head or his/her representative and the County Administrator to discuss the new rule. If the Union believes that the new or changed rule violates the contract after the special conference, it shall file a grievance at that time as provided in the grievance procedure. All rules enacted after the effective date of this contract shall be subject to the grievance procedure. If a new work rule is grieved, the issue before the arbitrator shall be whether said rule is reasonable and related to the proper performance of the employee's duties and/or applied in a non-discriminatory manner.

**Section 3.** The Employer shall furnish each Department Head with a copy of this contract, which shall be available at all times to all employees.

**Section 4.** Each Department shall notify the Union Steward or, if unavailable, a member of the Bargaining Unit Committee, of all new employees.

**Section 5. Operation.** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.

**Section 6. Retention of Right.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, schedules, layoffs, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

**Section 7.** This Agreement embodies all the obligations between the parties involving from the collective bargaining process and supersedes all prior relationships and/or past practices.

**Section 8.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not referred to or not covered in this Agreement.

## ARTICLE II

### MANAGEMENT SECURITY

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

## ARTICLE III

### RECOGNITION, AGENCY SHOP AND DUES

**Section 1.** The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A".

**Section 1a.** 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, wages, 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 in said Schedule "A". In addition, Maintenance employees of the Parks Department are accreted to the bargaining unit, but excluding all Parks Department Supervisors, seasonal, temporary, casual, Parks Department Michigan Youth Corps and all other employees of the Parks Department. Accreted Parks Department Maintenance employees shall not have any retroactive application of this Agreement except as expressly stated for employees on the wage scale.

**Section 2a.** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.

**Section 2b.** Upon completion of thirty-one (31) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty-one (31) days of employment.

**Section 2c.** The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a member the Union's dues, or representation fee if not a member, subject to all of the following conditions:

- a) The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- b) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.
- c) All other employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- d) The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation.
- e) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted, of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- f) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

**Section 2d.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

#### ARTICLE IV

#### BARGAINING COMMITTEE

The bargaining committee of the Union will include not more than five (5) representatives. These representatives shall be composed of three (3) members of the Union and two (2) non-bargaining unit members. The Union will furnish the Employer with a written list of the Union bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.



## ARTICLE V

### SPECIAL PROGRAMS

**Section 1.** Any full time, non-probationary employee who desires to improve himself/herself through education such as adult evening classes at schools and/or colleges may be given a schedule to accommodate the schooling upon approval of the Department Head and the Board of Commissioners or its designee.

**Section 2.** Any employee that goes to any institute, conference or other educational program which is job related, shall be provided traveling expenses and all other necessary expenses to attend such institute, conference or training session, subject to the approval of the Department Head and the Board of Commissioners or its designee.

## ARTICLE VI

### SPECIAL MEETINGS

**Section 1.** The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of receipt of the written request and shall be held between 8:00 a.m., and 5:00 p.m., at a time and a place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.

**Section 2.** The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half ( $\frac{1}{2}$ ) hour immediately preceding a meeting for which a written request has been made.

**Section 3.** Employee representatives of the Union at special meetings will be paid by the Employer for time spent in special meeting, but only for the straight time hours they would have worked on their regular work schedule.

## ARTICLE VII

### DISCHARGE AND DISCIPLINE

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

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

**Section 3.** A non-probationary employee shall have the right to have his/her Union Steward, or alternate Steward, present during a disciplinary conference, upon request of the employee.

## **ARTICLE VIII**

### **GRIEVANCE PROCEDURE**

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

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

### **Section 3. Procedure for Grievances.**

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

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

C. The Department Head or their representative, if available, shall have five (5) work days to answer.

D. **(Step 2).** If the Union is not satisfied with the answer of the Department Head, it may appeal to the County Administrator within ten (10) work days of receipt of the Department Head's answer. Said appeal shall be filed in writing and a copy also filed with the Department Head. A meeting shall then be held within twenty-one (21) work days of said appeal between the County Administrator, the Department Head, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired.

Such outside representation shall be limited to the Teamsters' attorney and/or Business Representative, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) work days of the appeal meeting.

E. **(Step 3)**. If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Department Head and County Administrator of their desire to arbitrate within thirty (30) calendar days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.

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

G. The County Administrator does not have the authority to alter the decision of the Elected Officials on a disciplinary matter. If there is disagreement between the Elected Officials and County Administrator on an answer to a grievance on an employee disciplinary matter, the answer of the Elected Officials shall prevail. The decision of the Elected Officials may be appealed by the Union to arbitration as provided hereunder.

#### **Section 4. Arbitration.**

A. In accordance with the procedures of FMCS, the Union may file a demand for arbitration as specified above within thirty (30) calendar days after receiving the Employer's answer.

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

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

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

**Section 5. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure,

such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. The above does not apply to unfair labor practice charges.

## **ARTICLE IX**

### **HOLIDAYS**

**Section 1.** All full time non-probationary employees covered by this Agreement who qualify shall receive eight (8) hours holiday pay at their straight time hourly rate for each of the holidays designated in Section 2. The above eight (8) hours shall be reduced to seven and one-half (7.5) hours in the event the Employer reduces the forty (40) hour work week to a thirty seven and one-half (37.5) hour work week for full-time employees. See Article XXV, Section 1 regarding the same.

**Section 2.** The recognized holidays are:

New Year's Day	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Washington's Birthday	Day Before Christmas,
Independence Day	provided it is a weekday
Labor Day	Christmas Day
Columbus Day	Good Friday
Veteran's Day	Martin Luther King Day

**Section 3. Worked Holidays.** Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus their regular straight time hourly rate for all hours worked on the holiday. If an employee is scheduled to work on any holiday listed in Section 2, then such employee shall submit a voucher for that eight (8) hours pay at the employee's regular straight time hourly rate.

**Section 4. Holiday Eligibility.** Employees to be eligible for holiday pay must meet the following conditions and qualifications:

A. The employee must work the last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by their Department Head.

B. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused by their Department Head, shall not be entitled to holiday pay.

**Section 5.** If the holiday falls during an employee's scheduled vacation, the employee shall be allowed one more vacation day.

**Section 6.** When a holiday falls on a Sunday, the next Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

## **ARTICLE X**

### **SICK LEAVE**

**(effective 1-1-96 through 12-31-96)**

**Section 1. Sick Leave.** Full time non-probationary employees covered by this Agreement shall earn sick leave under the following conditions and qualifications:

- (a) Upon completion of the probationary period each full time employee shall earn one eight (8) hour sick leave day for each completed month of service, not to exceed twelve (12) days per year, subject to Section 5 requirements. Unused sick leave credits may accumulate up to a total of one hundred twenty (120) days. Accumulated sick leave will be converted to hours from days and banked at the rate earned. "Month of service" is defined as fifteen (15) or more days worked by the employee and/or Employer paid leave, excluding Worker's Compensation.
- (b) An employee may utilize his/her earned sick leave when it is established to the satisfaction of their Department Head that the employee must be absent from work because he/she is incapacitated for the performance of his/her duty due to illness or injury or exposure to contagious disease or for doctor or dental appointments, except when the time lost is covered by worker's compensation. An employee taking sick leave shall inform his/her immediate supervisor of same at least one-half (½) hour before their scheduled shift unless prohibited by circumstances beyond the control of the employee. Failure to do so is cause for disciplinary action.
- (c) Employees shall furnish satisfactory evidence of illness or injury whenever sick leave exceeds three (3) consecutive working days. The Department Head may require, as a condition of any sick leave, regardless of duration, a medical certificate setting forth reasons and verification for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.
- (d) Upon separation from the Employer's service, a member shall be paid for unused accumulated sick leave at his/her regular rate of compensation at the time of separation up to a maximum of one hundred twenty (120) days as provided below. Such accumulated sick leave shall be paid on the following basis:

1. 100% of the employee's accumulated sick leave payable upon the death or retirement of the employee up to a maximum of one hundred twenty (120) days.
  2. 50% of the employee's accumulated sick leave upon separation of the employee from the Employer's service for any other cause, provided that the employee has completed four (4) or more years of service, up to a maximum of sixty (60) days. (50% of 120 days).
- (e) After an employee has exhausted his/her paid sick leave benefits, then such leave shall be without accumulation of any fringe benefits.
- (f) Sick leave benefits may not be taken in units of less than two (2) hours, unless otherwise approved by their Department Head. Sick leave absence shall be reported on the employee's time statement.
- (g) Part time employees shall earn sick leave on a pro rata basis.

**Section 2.** Maternity leave shall be treated the same as any other sick leave.

**Section 3. Employees Sick Leave Bank.**

- (a) Three (3) members of the bargaining unit elected by the bargaining unit will serve as administrators of this bank.
- (b) These employees will serve a fixed duration of tenure subject to elections at the end of their terms.
- (c) The term shall be a minimum of one (1) year and the maximum is the length of the collective bargaining agreement.
- (d) Employee(s) may donate up to five (5) days per year into this bank from their accumulated sick leave.
- (e) For the purpose of the bank, a year is considered January 1 to December 31.
- (f) Those employees in the bargaining unit who participate may draw from this bank under the following conditions:
1. All of their earned sick leave time has been exhausted;
  2. All of their earned vacation time has been exhausted;
  3. Written medical verification is provided which shows the necessity for the employee to be off work;
  4. Employees must have one (1) year seniority in bargaining unit to be eligible.

- (g) Any sick time borrowed from the sick time bank must be repaid in full within a time period determined by the Bank's Administrators.
- (h) A minimum of one (1) day and a maximum of three (3) weeks can be granted by the administrators at one time.
- (i) At no time will the sick leave bank be completely depleted.
- (j) Each case will be reviewed on an individual basis and the decision of the administrators will be reached by a two-thirds (2/3) majority vote conducted by secret ballot. The decision is not subject to the grievance procedure in the collective bargaining agreement.
- (k) A Sick Leave Bank form shall be filled out by the employee at the time of request and returned to the administrators. The administrators shall meet in a timely manner following the written request and will give the employee their decision in writing within five (5) working days of said request.

**Section 4.** Any employee may donate to any other employee, sick time accumulated under this Article to the benefit and use of any other employee providing said donee of sick time benefit has fully used his/her own accumulated sick time benefits and if he/she meets the following requirements:

- (a) The donee must use all their earned vacation time before they can receive a sick time donation from another employee.
- (b) The Employer may require written medical verification which shows the necessity for the employee to be off work.

**Section 5.** The amount of sick hours earned for each completed month of service shall be reduced from eight (8) hours to seven and one-half (7.5) hours in the event that the Employer reduces the work week from forty (40) hours to thirty seven and one-half (37.5) hours for full-time employees. See Article XXV, Section 1 regarding the same.

**PERSONAL LEAVE**  
**(effective January 1, 1997, replacing sick leave)**

The above sick leave provisions, including Sections 1, 2, 3, 4 and 5, shall be eliminated January 1, 1997, and the following shall take its place.

**Section 1. Personal Leave.** Full time non-probationary employees covered by this Agreement shall earn personal leave under the following conditions and qualifications:

- (a) Upon completion of the probationary period each full time employee shall earn 4.66 personal leave hours for each completed month of service, not to exceed seven (7) days (56 hours) per year. "Month of service" is defined as fifteen (15)

or more days worked by the employee and/or Employer paid leave, excluding Worker's Compensation, S/A and LTD.

- (b) An employee may utilize his/her earned personal leave when it is established to the satisfaction of their Department Head that the employee must be absent from work because he/she is incapacitated for the performance of his/her duty due to illness or injury or exposure to contagious disease or for doctor or dental appointments, except when the time lost is covered by worker's compensation. An employee taking personal leave for the reasons noted above shall inform his/her immediate supervisor of same at least one-half (½) hour before their scheduled shift unless prohibited by circumstances beyond the control of the employee. Failure to do so is cause for disciplinary action. Personal leave may also be used in the same manner and conditions as vacation leave stated under Article XV, Section 2, 4, 6 and 7.
- (c) Employees shall furnish satisfactory evidence of illness or injury whenever personal leave exceeds three (3) consecutive working days when it is used for illness or injury. The Department Head may require, as a condition of any personal leave used for sickness, regardless of duration, a medical certificate setting forth reasons and verification for the sick leave when there is reason to believe that the health or safety of personnel may be affected or that an employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline.
- (d) Personal leave when used for illness or injury or for doctor or dental appointments may not be taken in units of less than two (2) hours, unless otherwise approved by the Department Head. Personal leave absence shall be reported on the employee's time statement.

**Section 2.** The amount of personal hours earned for each completed month of service shall be reduced from 4.66 hours in the event that the Employer reduces the work week from forty (40) hours to thirty seven and one-half (37.5) hours for full-time employees to 4.375 hours. See Article XXV, Section 1 regarding the same.

**Section 3.** Employees may carry over a total of twenty four (24) personal leave hours per year. Any personal leave hours accrued over twenty-four (24) will be forfeited if not used.

**Section 4.** After completion of the probationary period, the Employer shall provide sickness and accident (S/A) coverage which will start on the 8th day of illness/injury and last for sixty (60) days. The Employer shall provide Long Term Disability (LTD) coverage which will start on the 61st day of injury/illness for a maximum of ten (10) years. Both S/A and LTD will be at 65% of regular salary. Time spent on S/A and LTD shall be counted toward FMLA leave. Health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on S/A or LTD, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. No other benefits shall continue or accrue after an employee is off for thirty (30) days on LTD or S/A, and no holiday pay shall be provided even for the first thirty (30) days. To obtain LTD or S/A, the employee must adhere to



Employer-adopted policies on verification, including medical examinations and/or any insurance company requirements and meet eligibility requirements.

**Section 5.** Fifty percent (50%) of accrued sick leave as of January 1, 1997 will be paid off if the employee is employed four (4) years or more and the remaining 50% will be banked at the 1996 pay rate and may be used to supplement S/A and LTD up to a maximum of ninety percent (90%) of net pay or used for sick leave needs. Employees with less than four (4) years of service may keep their accrued banked time and use the same per this Section 5 policy.

**Section 6.** If an employee retires and is receiving MERS retirement, they will be paid off at the 1996 rate of pay for time left in their sick bank.

## **ARTICLE XI**

### **FUNERAL LEAVE**

**Section 1.** Upon a death occurring in an employee's "immediate family", the employee shall be excused from work without loss of pay from the date of death until the day after the funeral, but not more than a total of five (5) days, three (3) of which shall be without loss of sick leave, the remaining two (2), if taken, to be charged against earned sick leave.

Three (3) days without loss of sick leave in case of the death of mother-in-law (current spouse), father-in-law (current spouse), grandparents or grandchildren.

One (1) day, the date of the funeral, is allowed in the case of death of an aunt, uncle, nephew, niece, current stepparent, sister-in-law, brother-in-law, son-in-law and daughter-in-law, to be charged against earned sick leave.

**Section 2.** The "immediate family" shall be interpreted as including: wife or husband, child, father, mother, sister, brother and stepchildren. This definition only applies to the first paragraph of Section 1.

**Section 3.** The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

## **ARTICLE XII**

### **LEAVES OF ABSENCE**

**Leave of Absence Without Pay.** A leave of absence without pay may be granted to an employee with approval of the Department Head and the Personnel and Salaries Committee. All costs for retirement, insurance and medical benefits which may be due during the period of such leaves shall be paid by the employee prior to the due date of same unless specifically underwritten by the Board of Commissioners upon recommendation of the Personnel and Salaries Committee. No accrual of sick leave, annual leave, holiday credits, step increases, longevity or other benefits will be allowed during such leaves.

## ARTICLE XIII

### SENIORITY AND LAYOFF PROCEDURE

**Section 1.** In each department, strict seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights for employees who are laid off, except as noted for Parks Department Maintenance employees in Section 5 of this Article.

**Section 2. Loss of Seniority.** An employee shall lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated through the grievance procedure as provided herein.
- C. He/she retires.
- D. He/she is convicted of, or pleads guilty, or nolo contendere to a felony.
- E. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Unexcused absence for three (3) or more consecutive regularly scheduled work days.
- G. Unexcused failure to return from a leave of absence on the specified date for return.
- H. Falsifies information on employment records or on other employment documents.

**Section 3.** In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person. In the event of recall, two (2) weeks notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

**Section 4.** An employee in the bargaining unit who is promoted outside the bargaining unit, and is thereafter transferred or demoted to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns within six (6) months.

**Section 5. Parks Department Employees ONLY.** A Parks Department employee in the higher-paid 02-Maintenance position who is laid off shall be permitted to bump into the lower-paid Parks Department 01- Maintenance position if he/she has more seniority and has the immediate skills, ability and qualifications to perform that job.

**ARTICLE XIV**

**JOB VACANCIES**

**Section 1. Job Postings.** Job vacancies will be posted for a period of seven (7) days setting forth the requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) day posting period.

**Section 2. Promotions.** Promotions within the bargaining unit shall be made on the basis of ability and qualifications. Seniority shall enter the decisions when ability and qualifications are equal. Notwithstanding any contrary provision in this contract, elected officials may appoint their Chief Deputies within their sole discretion and without regard to the above stated requirements. The decision of the elected officials in appointing their Chief Deputies is not grievable.

**Section 3. Trial Period for Promotions and Transfers.** Following promotion or transfer of an employee in the bargaining unit, a six (6) month trial period will be observed the same as in the case of new employees. During this trial period, the employee shall have the opportunity to revert back to his/her former classification or if the employee is deemed unsatisfactory in the new position, he/she may be returned to his/her former position at any time during this period by the Employer. During this trial period, employees will receive the rate of the job they are performing.

**Section 4. PARKS DEPARTMENT EMPLOYEES.** This Article shall not apply to Parks Department Maintenance employees except when applying for vacancies in the Maintenance Custodian and/or Housekeeper positions.

**ARTICLE XV**

**VACATIONS**

**Section 1.** Regular full time employees who have completed one (1) year of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

After: 1 year	--	5 days
2 years	--	10 days
6 years	--	15 days
12 years	--	20 days
20 years	--	25 days

Vacation time shall be earned on a monthly pro rata basis for Employer compensated hours. Vacation time accumulation shall be based on a 7.5 hour day if working under a 37.5 hour work week or based on an 8 hour day if working under a 40 hour work week. Accumulations shall be converted to hours and banked at the rate earned. See Article XXV, Section 1 regarding the same.

**Section 2.** Vacation credits shall not accrue to an employee on leave of absence without pay and when on S/A or LTD and including but not limited to Article XII and FMLA, however, an employee returning from military leave shall be given special consideration by the Personnel and Salaries Committee.

**Section 3.** Vacation shall not be permitted during an employee's first calendar year of service, or part thereof.

**Section 4.** Vacations shall be scheduled so as to meet the operating requirements of the Employer, and whenever possible, the preference of employees. Seniority shall be taken into consideration by the Department Head at the time of scheduling vacations.

**Section 5.** Each employee may carry over up to ten (10) days vacation from one year to the next, however, such vacation must be taken and no cash payment if carryover days are not used within the next year.

**Section 6.** Vacation pay shall be computed on the basis of the employee's hourly rate (range and step) at the time he or she takes the vacation.

**Section 7.** When one of the specified holidays in Article IX falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning or end of his/her regular scheduled vacation. This policy does not apply to any other days not scheduled for full coverage, as occasionally permitted by the Newaygo County Board of Commissioners.

**Section 8.** After one (1) year of employment, an employee shall be paid in cash for his/her unused vacation or upon separation of employment for all accrued unused vacation time, except as provided in Section 5.

## **ARTICLE XVI** **PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has completed six (6) continuous full time months of Employer compensated work. The Department Head has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon agreement with the affected employee and Union representative prior to the extension of any probationary period. It is agreed between the parties that, after agreement as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to

discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Department Head. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

## ARTICLE XVII

### PENSION PLAN

A. The Employer shall provide fully paid, non-employee contributory pension plan C-2, with Section 55-F waiver with twenty-five (25) years of service, with the Michigan Municipal Retirement System for all full time employees on the first day of the month immediately following the date of hire. (The C-1 goes into effect per the C-2 plan under Section 19 of MERS under certain circumstances). Effective January 1, 1994, the Employer will add the MERS B-3 retirement program.

B. **Health Insurance For Retirees.** Commencing January 1, 1989, a full-time employee with:

- (1) Ten (10) accumulated years of Newaygo County governmental service in the bargaining unit or ten accumulated years of service with a Newaygo County agency, or a ten year or more combination thereof; and,
- (2) Who is sixty-two (62) years of age or older; and,
- (3) Who is now retired from Newaygo County governmental service,

is eligible for health insurance which is provided by the County of Newaygo to bargaining unit employees under the terms provided in this Section B. The County shall pay one-half (1/2) of the premium up to age sixty-five (65), and the total premium at age sixty-five (65), and thereafter for the retired employee. Insurance coverage shall also be made available to the spouse of the retired employee at their option. The spouse must pay the full premium for their insurance coverage and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

At the death of the retired employee, the surviving spouse shall be entitled to insurance coverage by paying the full cost of the premium and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

In the event that the retiree has insurance coverage available through his/her spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available. For any Federal or State health insurance, Medicare, etc., there shall be a coordination of benefits.

C. Employees who retire from Newaygo County service between the ages of fifty-five (55) and sixty-one (61) may continue on the County group insurance plan, provided they pay

the entire premium cost for the coverage in advance as required by the County. The above is contingent upon the insurance company permitting same. To be eligible for the above, the employee must be receiving Newaygo County retirement benefits.

## **ARTICLE XVIII**

### **INSURANCE**

**Section 1.** The Employer shall maintain the medical insurance coverages in effect on 12/4/86 except as subsequently noted under this Article and except that a \$5.00 drug rider for non-generic prescription drugs and a no cost for generic prescription drugs shall go into effect on February 4, 1989. However, the Employer reserves the right at any time to change the insurance carrier, provided such change does not reduce the insurance benefits. The Employer shall additionally implement a first dollar insurance deductible of \$100/\$200 to the current insurance coverage on July 1, 1992. Effective January 1, 1993, such insurance deductible shall be increased to \$250/\$500. All other insurance coverages will remain the same.

Effective January 1, 1997, the Employer shall provide the Preferred Provider drug program. Effective January 1, 1997, the generic drug co-pay shall be \$2.00 and the name brand drug co-pay shall be \$7.00.

**Section 1a.** In the event that the Employer changes to a 37.5 hour work week instead of 40 hours, employees who work and are scheduled for 37.5 hours per week shall be considered full-time employees and are therefore eligible for health insurance coverage.

**Section 2.** Each employee shall be furnished, at the Employer's expense, \$12,500 life and accidental death and dismemberment insurance, \$1,000 life insurance for spouse and \$500 life insurance for child coverage.

**Section 3.** In lieu of medical insurance as provided under Section 1, employees may enroll in a HMO. However, any costs exceeding the premiums paid by the Employer for the coverages provided in Section 1, shall be paid for by the employee through payroll deduction, starting March 1, 1989.

**Section 4.** The Employer provides the following dental and optical plans for full time eligible employees:

#### **MAXIMUM LIFETIME BENEFIT PER COVERED PERSON** **DENTAL EXPENSE BENEFIT**

Class I Services - Preventive	50%
Class II Services - Restorative	50%
Class III Services - Prosthodontic (Dentures & Bridges)	50%
Class IV Services - Orthodontic (Age 19)	50%

Maximum Benefit Per Covered Person Per Calendar Year-Class I, II & III	\$800.00
Maximum Lifetime Benefit Per Covered Person-Class IV	\$800.00

**VISION EXPENSE BENEFIT**

Exams	\$ 5.00 co-pay
Lenses & Frames (Including Contacts)	\$ 7.50 co-pay
Frequency	Every 2 years

**Section 5. Wellness Program.** Employees may participate in a Wellness Program paid for by the County during non-working hours. If an employee does not participate by taking a health assessment and attending an eight week annual program at least eighty percent (80%) of the time, he/she shall be required to pay ten percent (10%) of his/her health insurance premium cost on a monthly prorated basis, applied to single, double, or family rates as applicable, and not to a composite rate. However, no specific results are required. **EXAMPLE:** If an employee attends a stop smoking clinic eight percent (80%) of the time, he/she does not actually have to stop smoking, but must make a good faith effort to follow the clinic's instructions.

This program shall start at any time at the Employer's discretion. The Employer may authorize an employee to be excused from the Wellness Program upon medical verification deemed appropriate by the Employer, or proof acceptable to the Employer of participation in an acceptable health program.

**ARTICLE XIX**

**RECLASSIFICATION OF EMPLOYEES**

**Section 1.** An employee may make a written request for reclassification in writing to the County Administrator with a copy to the Chair of the Board of Commissioners. The employee shall attach a new job description and an explanation of why he/she believes a reclassification is justified. If the Department Head concurs, he/she shall sign the request. The request must be made by August 1 of each year.

\* **Section 2.** Within thirty (30) days of such request, meeting(s) will be scheduled with the Board of Commissioners, the employee(s), the Department Head, the Union representative if requested, and the County Administrator to discuss such request(s). At least fifteen (15) minutes will be scheduled for each employee on an individual basis to discuss his/her reclassification request. All such meetings will be completed by September 30 of each year, unless conditions warrant an extension of that deadline. The extension may be made at the Board's discretion.

× **Section 3.** The matter shall be decided by the Board of Commissioners and the determination of the Board of Commissioners shall be final and binding on all the parties. Employees will be notified of the Board's decision by November 1 of each year.

## ARTICLE XX

### LIABILITY INSURANCE AND HOSPITALIZATION OPTION PAYMENT

**Section 1.** The Employer shall continue to provide liability insurance comparable to what it currently has (in effect 01/01/86) contingent upon the insurance company not cancelling or modifying same and the cost not increasing more than 20%. In the event that the liability insurance is cancelled, modified, or otherwise discontinued for any reason by the insurance company, or if the premiums increase by more than 20%, and the County decides to cancel the policy, then under such circumstances, the parties shall enter into immediate negotiations to attempt to arrive at a mutually agreed upon solution.

**Section 2. Hospitalization Option Payment.** An employee has the following option: In lieu of hospitalization coverage through the County if they have coverage from another source, the Employer will put One Hundred Fifty and no/ 100ths (\$150.00) Dollars per month in an IRA, if permissible under the IRS Code, or in a deferred compensation plan or paid on a monthly basis as additional compensation. In the event this amount is increased for non-union employees through December 31, 1998, the bargaining unit members will receive any like increase. In the event this amount is decreased for non-union employees, the bargaining unit members will also receive such reduction, but not to be lower than One Hundred Fifty Dollars (\$150.00) per month. Employees exercising the above option shall give prior written authorization to the Employer's representative and shall sign a waiver. Employees assume all risks if they want to later re-enroll and they must wait for an open enrollment period. Employees assume any potential risks as to not being covered for "pre-existing" illnesses or injuries by the insurance carrier.

## ARTICLE XXI

### NEW CLASSIFICATIONS

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union at least two (2) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2) week period. In the event the parties reach impasse and cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

## ARTICLE XXII

### LONGEVITY PAY

**Section 1.** All eligible regular full time employees in the active service of the Employer shall receive an annual longevity payment as follows:



<u>Service</u>	<u>Based on First \$10,000 Only</u>	<u>Bonus</u>
After five years of continuous service		2%
After eight years of continuous service		3%
After eleven years of continuous service		4%
After fourteen years of continuous service		5%
After seventeen years of continuous service		6%
After twenty years of continuous service		8%

Said annual payments shall be paid in a lump sum on or before December 24 of each year. The above payment shall be on a maximum base salary of \$10,000, (excluding overtime and premium pay).

**Section 2.** An employee on an approved leave of absence without pay of two (2) months or less will be eligible for longevity payment on a prorated basis for the straight time worked that year if otherwise eligible for longevity. If an employee is off work for two (2) months or longer, he/she is not entitled to longevity for that year.

**Section 3. Pro Rata Payment.** Pro rata payments in case of retirement or death only shall be made as soon as is practicable thereafter. Payment shall be made to the beneficiary named in the employee's retirement plan.

**Section 4.** Longevity shall be eliminated for employees hired on or after October 10, 1996.

## ARTICLE XXIII

### APPOINTMENTS, TRANSFERS, PROMOTIONS AND DISMISSALS; ATTENDANCE RECORDS; RECORDS

**Section 1.** Authority to make all appointments, lateral transfers, promotions to positions and dismissals from positions is vested in the Department Head of each Department, subject to the provisions of this contract.

**Section 2.** The Employer and Union agree that neither shall discriminate against an employee because of race, religion, creed, color, national origin, age, sex or marital status as required by law.

**Section 3.** No person shall be employed in a regular classified position and be paid on any basis other than the regular County payroll, without prior approval of the Board of Commissioners or its designated representative.

**Section 4.** No member of an employee's immediate family shall be hired on a permanent basis in the same department in Newaygo County services. An immediate family member shall be defined as husband, wife, child, mother, father, sister and brother. Exceptions to this rule must be approved by the Board of Commissioners or its designated representative.

When two (2) employees in the County service become husband and wife and if working in the same department, the Board of Commissioners or its designated representative shall endeavor to transfer one of the employees to another department.

**Section 5.** Each new hire shall meet the specifications of the class for which he or she is being hired, and all applications will be reviewed by the Board of Commissioners or its designated representative and elected official, if applicable.

**Section 6.** All transfers of employees between Departments must have the approval of the Department Heads involved and the Board of Commissioners or its designated representative prior to the actual transfer. Such transfer shall be subject to the terms of this contract.

**Section 7.** All appointments, transfers, promotions and dismissals shall be reported by the Department Head to the Board of Commissioners or its designated representative and a proper notation entered in the personnel file.

**Section 8. Attendance Records.** All employees covered under the terms of this contract shall complete an attendance record designating actual hours worked on a daily basis which shall be countersigned by the Department Head and forwarded to the Board of Commissioners or its designated representative at the end of the pay period. These records shall be available for inspection by Department Heads.

**Section 9.** The Board of Commissioners or its designated representative shall establish and maintain a history record for each employee in the County service; this record shall include the employee's name, address, date of employment, classification, salary rate and such other employment information as it deems necessary.

## **ARTICLE XXIV**

### **WAGES**

**Section 1.** The wage scale set forth in Schedule "A" shall be effective from January 1, 1996, through December 31, 1998.

**Section 2.** The Classification and Compensation Schedule as herein set forth in Schedule "A" shall be effective from January 1, 1996, through December 31, 1998. Payment of retroactive compensation shall be made to the employee as soon as practical for those employees still employed upon the date of ratification.

**Section 3. Working in a Higher-Paid Position.** An employee assigned and working exclusively in a higher paying classification in the bargaining unit for five (5) consecutive days or more shall be paid, starting the sixth (6th) day, at the higher classification rate which is closest to their current rate, but which results in an increase in pay.

## ARTICLE XXV

### HOURS AND RATES OF PAY

**Section 1.** Full-time employees shall be paid an hourly rate based on a thirty seven and one-half (37.5) hour or forty (40) hour work week, as determined by the Board of Commissioners. Commencing January 1, 1993, or thereafter, the Board of Commissioners, within its discretion, shall be able to switch back and forth work week lengths, upon thirty (30) days' prior written notice to the Union provided however, it shall not switch from forty (40) hours to thirty seven and one-half (37.5) hours or vice versa more than once every twelve (12) months. The Board of Commissioners may also determine different hours of work which could include different hours of work on different days of the week. EXAMPLE: Certain hours 4 days per week and different hours 1 day per week, etc.

If the Board of Commissioners decides to switch to a 37.5 hour work week from 40 hours, there will not be a salary reduction except that any wage increase given in the year of the reduction to a 37.5 hour work week shall be withdrawn.

EXAMPLE: 1-1-93 - wage increase scheduled for 4%. On 7-1-93 the Board switches to a 37.5 hour work week, the hourly rate will be reduced by 4% effective 7-1-93.

EXAMPLE: 1-1-93 - Board switches to a 37.5 hour work week, the scheduled 4% raise will not be given.

EXAMPLE: 1-1-93 Board switches to a 37.5 hour work week, the scheduled 4% raise shall not be given. Then on 7-1-93, the Board switches back to a 40 hour work week, will give 4% raise on 7-1-93, which was otherwise scheduled for 1-1-93.

Any reduction from the current one (1) hour unpaid lunch period for full-time employees must be mutually agreed to by the parties in writing.

**Section 2.** The Employer reserves the right to employ ten (10) part-time employees within the bargaining unit. However, notwithstanding the above, the ten part-time employee limitation does not apply to the Commission on Aging. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. A part-time employee who has been reduced from full-time status and who accepts that part-time employment shall have their health insurance continued by the Employer. All other benefits such as vacation, sick leave and longevity shall be prorated based upon the number of hours worked by that part-time employee. However, newly hired part-time employees are not entitled to the above benefits. The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees. The Employer will not layoff a full-time employee and replace that position with two part-time employees. Excluding the Commission on Aging Department, the Employer will notify the Union representative of the name and assigned department of newly-hired part-time employees.

In the event of the creation of a part-time position, employees on lay off, by seniority, who have not lost their seniority rights as provided in Article XIII, Section 2, who have the necessary skills and qualifications shall be offered the part-time position but only if a full-time employee elects to be laid off in lieu of being reduced to part-time as noted above.

This section does not apply to employees working in the Parks Department. See Section 7 below pertaining to Parks Department Maintenance employees.

**Section 3.** Employees shall be paid on a bi-weekly basis, on Friday by 12:00. If the payday (Friday) falls on a holiday, the paycheck will be distributed on Thursday.

**Section 4.** All overtime, whether payment or compensatory time, shall be at the rate of time and one-half (1 ½). Overtime pay shall be paid on the next regularly scheduled pay period. Overtime is defined as time worked over forty (40) hours in a week. (This excludes vacation and sick leave and other paid time off.)

**Section 5.** Overtime shall be authorized by the Department Head at the time the employee is requested to perform the overtime service and shall be on a form furnished by the Employer and signed by the employee's immediate supervisor.

**Section 6. Compensatory Time.**

(A) The below does not apply to the Parks Department employees. At the request of any employee eligible for overtime and with his/her Department Head's approval, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) hours for each hour of overtime worked. Notice of this request must be given at the time the aforementioned time is worked. The comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or three (3) months following the calendar year the time was worked. If this notice of desire to take compensatory time is not noted on the Employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual. In the event that such time off is not taken within the limiting time by the employee, he/she shall be given cash payment at the rate based on his/her salary at the time the hours were worked. The maximum accumulated compensatory allowed is thirty (30) hours at any one time.

(B) For PARKS DEPARTMENT MAINTENANCE EMPLOYEES ONLY, compensatory time may accumulate to a maximum of two hundred forty (240) hours at any one time. This comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or within three (3) months following the calendar year the time was worked.

**Section 7. Premium Pay and Work Week.** FOR PARKS DEPARTMENT MAINTENANCE EMPLOYEES ONLY: There shall not be any premium pay or additional compensation for employees working Saturdays, Sundays and/or for work on a holiday. Such employees who work on a holiday shall receive compensatory time for each hour worked on the holiday. Further, the Parks Director can assign a four (4) day work week with ten (10) hour work days for Parks Department Maintenance employees.

**Section 8. Hours and Rates of Pay for PARKS DEPARTMENT MAINTENANCE Employees and other conditions for Parks Department Maintenance.**

A. The Employer reserves the right to employ part-time maintenance employees for use at the County Parks. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. A part-time employee who has been reduced from full-time status and accepts that part-time employment shall have their health insurance continued by the Employer for up to twelve (12) months. All other benefits, such as vacation, sick leave and longevity shall be prorated based upon the number of hours worked by that part-time employee. However, newly hired part-time employees are not entitled to the above benefits. The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees. The Employer will not reduce either of the current two (2) full-time employees (employed on 8-11-92) to two (2) part-time positions. If a current full-time employee (employed on 8-11-92) is reduced to part-time and later there is a full-time position available, that current (8-11-92) employee will be offered that position or if additional hours are available to make a full-time position, he/she will be offered the additional hours before hiring another part-time employee, if practicable and if qualified.

B. The Employer may send Parks Department Maintenance employees home if there is no work for them to perform due to weather conditions which do not permit the normal work to be done. They may use earned vacation time or compensatory time if they want to be paid for that time period. Employees who show up to work shall receive a minimum of two (2) hours pay and may be required to work for that two (2) hours.

C. Parks Department Maintenance employees may be scheduled to work other than Monday through Friday by the Parks Director with reasonable prior notice, but the usual work week shall be Monday through Friday.

D. Non-bargaining unit persons may perform bargaining unit work, including supervisors, seasonal employees, temporary employees, part time employees, casual, grant funded such as JTPA, Youth Corps, work release, DSS referrals, community service.

E. An employee in the Parks Department who is in a higher-paid classification who is given a layoff notice shall be permitted to bump a lower-paid employee in the Parks Department if he/she has more seniority and if he/she has the immediate skills, ability and qualifications to perform that job. The above applies to Parks Maintenance employees only.

**Section 9. Commission on Aging.** Notwithstanding any contrary provisions contained in this contract, the Employer shall be able to maintain its prior and current practice regarding the use of volunteers, temporary employees, casual employees, grant-funded persons, DSS referrals, Youth Corps, etc. in the Commission on Aging Department.

## **ARTICLE XXVI**

### **FAMILY AND MEDICAL LEAVE ACT**

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

## **ARTICLE XXVII**

### **MISCELLANEOUS**

**Section 1. Separability.** If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

**Section 2. Captions.** Captions or sub-headings used in this Agreement are for the purpose for identification only and are not a substantial part of this Agreement.

**Section 3. Gender.** When reference is made to the male gender, it shall be considered to include the female gender as well.

**Section 4. Programmer/Analysts and Senior Service Coordinator (Commission on Aging).** The Employer may exclude two (2) programmer/analysts from coverage under this contract. The Employer agrees to include the Senior Service Coordinator for the Commission on Aging in the bargaining unit.

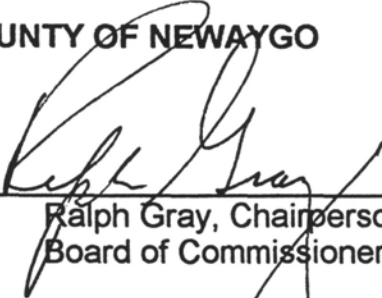
**ARTICLE XXVIII**

**DURATION**

This Agreement shall be effective as of January 1, 1996 and remain in full force and effect until the 31st day of December, 1998.

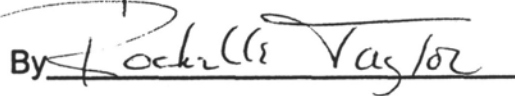
**COUNTY OF NEWAYGO**


**TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214:**

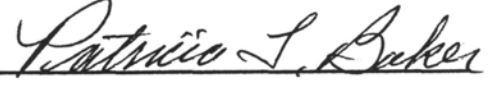
By   
Ralph Gray, Chairperson  
Board of Commissioners

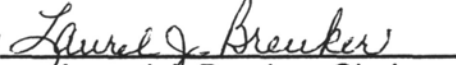
By 


By   
Cynthia J. Hunt  
Drain Commissioner

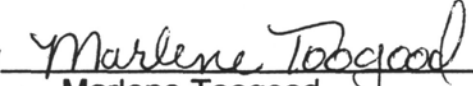
By 

By   
Stanley DeKuiper  
Treasurer

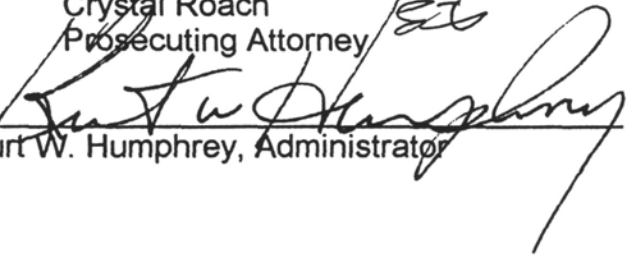
By 

By   
Laurel J. Breuker, Clerk

By 

By   
Marlene Toogood  
Register of Deeds

By  MGMT KIT  
Crystal Roach  
Prosecuting Attorney RES.

  
Kurt W. Humphrey, Administrator

## SCHEDULE A

### WAGES

Effective January 1, 1996

for employees employed on the date of ratification by the parties

#### 40 HOURS

##### PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS

<u>Grade</u>	<u>Hire Rate (Minimum)</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
01	7.49	7.93	8.37	8.82	--
02	7.78	8.23	8.69	9.14	--
03	8.08	8.56	9.03	9.51	--
04	8.71	9.23	9.73	10.25	--
05	9.51	10.07	10.63	11.19	--
06	10.30	10.90	11.51	12.11	--
07	10.86	11.49	12.12	12.76	--
08	11.53	12.20	12.89	13.55	--
09	12.77	13.52	14.28	15.03	STEP 6 \$14.14 J. Corcy
10	13.53	14.33	15.12	15.91	--
11	14.65	15.51	16.37	17.23	--
12	15.99	16.92	17.87	18.81	--
13	17.11	18.11	19.11	20.12	--

EFFECTIVE January 1, 1997

#### 40 HOURS

##### PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS

<u>Grade</u>	<u>Hire Rate (Minimum)</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
01	7.71	8.17	8.62	9.08	--
02	8.01	8.48	8.95	9.41	--
03	8.32	8.82	9.30	9.80	--
04	8.97	9.51	10.02	10.56	--
05	9.80	10.37	10.95	11.53	--
06	10.61	11.23	11.86	12.47	--
07	11.19	11.83	12.48	13.14	--
08	11.88	12.57	13.28	13.96	--
09	13.15	13.93	14.71	15.48	STEP 6 \$14.56 J. Corcy
10	13.94	14.76	15.57	16.39	--
11	15.09	15.98	16.86	17.75	--
12	16.47	17.43	18.41	19.37	--
13	17.62	18.65	19.68	20.72	--

D. Higgins & L. St. Germaine of Maintenance should fall under Grade 2, Step 4 for 1997



**SCHEDULE A**

**WAGES**

**EFFECTIVE January 1, 1998**

**40 HOURS**

**PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS**

<u>Grade</u>	<u>Hire Rate (Minimum)</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
01	7.94	8.42	8.88	9.35	--
02	8.25	8.73	9.22	9.69	--
03	8.57	9.08	9.58	10.09	--
04	9.24	9.80	10.32	10.88	--
05	10.09	10.68	11.28	11.88	--
06	10.93	11.57	12.22	12.84	--
07	11.53	12.18	12.85	13.53	--
08	12.24	12.95	13.68	14.38	--
09	13.54	14.35	15.15	15.94	STEP 6 \$15.00 J. Corcy
10	14.36	15.20	16.04	16.88	--
11	15.54	16.46	17.37	18.28	--
12	16.96	17.95	18.96	19.95	--
13	18.15	19.21	20.27	21.34	--

## SCHEDULE A-1

### PROFESSIONAL, TECHNICAL & OFFICE CLASSIFICATIONS

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>STARTING SALARY GRADES</u>
Board of Commissioners	Clerk/Receptionist-Admin	03
	Clerk/Typist-Floater**	03
Building Department	Secretary	05
	Clerk Typist	03
Building & Grounds	Custodian & Maintenance Worker	02
	Custodian	01
Commission on Aging	Assistant Director	09
	Accounts Clerk	03
	Clerk/Typist	03
	Sr. Meals Nutrit. Program Supervisor	04
	Case Manager	06
	Senior Services Coordinator	09
Community Development	Home Repair Supervisor	03
	Housing Coordinator	05
Cooperative Extension	Office Manager	04
	Secretary	03
County Clerk	Chief Deputy Clerk	06
	Clerk/Typist	03
Drain Commissioner	Chief Deputy Drain Commissioner	06
	Clerk/Typist	03
Equalization	Assistant Director	07
	Appraiser	06
Information Services	Clerk Typist	03
	Property Desc. & Mapping Coordinator	04
Parks & Recreation	Senior Maintenance Worker	04
	Maintenance Worker	02
Prosecuting Attorney	Legal Secretary	03
Register of Deeds	Chief Deputy Register	06
	Clerk/Typist	03

<u>DEPARTMENT</u>	<u>TITLE</u>	<u>STARTING SALARY GRADES</u>
Tax Mapping & Description	Clerk/Typist	03
Treasurer	Chief Deputy Treasurer	06
	Accounts Clerk	03

**\*\*CLERK/TYPIST-FLOATER**

The Department he/she is assigned to is the Administration Department for the purposes of layoff under Article XIII. The Employer reserves the right to assign this person to various county Departments by resolution of the Board of Commissioners.