

5807

12/31/2002



A G R E E M E N T

BY AND BETWEEN

**THE GLADWIN COUNTY BOARD OF COMMISSIONERS
AND THE
GLADWIN COUNTY PROSECUTING ATTORNEY, TREASURER,
CLERK AND REGISTER OF DEEDS**

AND

**UAW INTERNATIONAL, LOCAL 1974
UNIT 7**

SUPERVISORY UNIT

TERMINATING DECEMBER 31, 2002



Gladwin County

COPY

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AGREEMENT

THIS AGREEMENT shall be effective upon execution by the parties, except as otherwise stated herein, and is by and between the **GLADWIN COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "**BOARD**" and the **GLADWIN COUNTY PROSECUTING ATTORNEY, TREASURER, CLERK AND REGISTER OF DEEDS**, hereinafter referred to as "**ELECTED OFFICIALS**", and sometimes referred to together as "**EMPLOYER**", and the **UAW INTERNATIONAL, LOCAL 1974, UNIT 7**, hereinafter referred to as the "**UNION**".

NON-DISCRIMINATION

The Board, Elected Officials and the Union shall not discriminate because of race, religion, creed, color, national origin, handicap, 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 limitation, all the powers, rights, authorization and duties conferred upon them by the Constitution and the laws of the State of Michigan.

ARTICLE I

RECOGNITION

EMPLOYEES COVERED. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for all the employees of the Employer included in the bargaining unit described below:

Building Official/Director of D.P.W. (Construction Codes),
Chief Deputy Register of Deeds, Chief Deputy Treasurer,
Chief Deputy Clerk, Animal Control Officer-Supervisor,
Prosecuting Attorney Executive Secretary,
Maintenance Supervisor and Gypsy Moth Coordinator.

Excluding all others, including but not limited to, Executive,
Confidential, Casual, Non-Supervisory and Court Employees
And all other classifications and departments.

ARTICLE 2.

NO STRIKE CLAUSE; PAST PRACTICE PROVISION; WAIVER PROVISION; UNION DUES AND REPRESENTATION FEES

Section 1. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer. The Employer will not lock out employees.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationship and/or past practices.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the employer and the union, for the life of this agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

Section 4. Union Dues, Representation Fees

1. The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks to become effective the first payday of the month, following the employees' successful completion of six (6) months of employment as outlined in this Section. The Employer shall send those dues or representation fees, as provided hereunder, to the Union's designated financial officer.

The Employer also agrees to deduct from an employee's paycheck a ten and no/100ths dollars (\$10.00) initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) months of employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) months of employment

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

2. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

- B. All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that 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 checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligations. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted or its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this Section. Any changes in the amount determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.
- 3. **Continued Employment.** The Union shall notify an employee who has not paid his/her dues or representations fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.
- 4. **Hold Harmless and Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fee and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this Section or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 3

EMPLOYER RIGHTS

SECTION 1.

- A. **Operation.** The Union recognizes that prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

- B. **Overtime.** The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous.
- C. **Work Schedule.** The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.
- D. **Discipline and Discharge.** The Employer or its designee reserves the right to discipline and discharge.
- E. **Retention of Rights.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.
- F. **Delegations.** No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State Law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE 4

REPRESENTATION

Section 1. Bargaining Committee.

- A. The Bargaining Committee will include not more than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.
- B. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their Supervisor if they wish to meet with a Union representative before or after negotiations.

The parties shall not negotiate during working hours if it requires the closing of a department due to the employee's absence because of membership on the bargaining team.

Section 2. Stewards. The Employer recognizes the right of the Union to designate a Committee person and an alternate from the seniority list.

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

Section 3. The Committee person, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the committee person leave his/her work for such purpose without first obtaining permission from his/her supervisor. The supervisor may require the Committee Person to investigate and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the work-force cannot be adequately covered during the time that the Committee person desires to investigate and present grievances. The alternate Committee person may take the place of the Committee person if he/she is not available only.

ARTICLE 5

SPECIAL CONFERENCES

Special Conference Procedure. The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons. Employees shall be paid while attending a special conference but only if scheduled to work during the special conference.

ARTICLE 6

EMPLOYEES AT WILL; GRIEVANCE PROCEDURE FOR ECONOMIC CONTRACT TERMS EXCLUDING DISCIPLINE AND/OR DISCHARGE

Section 1. Employees at Will. Employees in the bargaining unit are employees at will. Their employment may be terminated for any reason or no reason, at any time, by a majority vote of the County Commissioners elected and serving or by their Department Head if the Department Head is an Elected Official. The Board shall allow the Supervisor the opportunity to address the Board before a vote is taken.

Employees who have been employed full time for one (1) year or more years may receive two (2) weeks salary upon termination of employment, as determined within the sole discretion of the Board of Commissioners.

**Section 2. Grievance Procedure for Economic Contract Terms
Excluding Discipline and/or Discharge.**

The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation.

All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to their Supervisor. Within ten (10) working days after receiving the written grievance from the employee, the Supervisor shall give his/her written response to the grievance to the grievant with a copy to the Committee person. The ten (10) working days shall not include the day the grievance was received by the Supervisor. The Supervisor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Supervisor shall not act as precedent.

Step 2. In the event that the Supervisor or the Committee person deems it appropriate, either of those persons may request a conference which shall be held within ten (10) working days after the written response of the Supervisor is given at Step 1. The request for the conference must be made in writing within two (2) working days after receipt of the Supervisor's answer in Step 1. The persons who may be present at Step 2 are the grievant, the Committee person, the Union business agent and/or the Union attorney, two (2) County Commissioners and Legal Counsel for the Employer. The parties may attempt to settle the grievance at the conference. The parties may mutually agree to hold the conference beyond ten (10) days must be confirmed in writing.

Step 3. The Union may appeal the decision of the Supervisor to the Board of Commissioners. The request for the appeal to the Board must be made in writing within three (3) work days after the answer given in Step 1 or three (3) work days after the Step 2 conference, if such conference is held. The request shall be addressed to the Chair of the Board. The Board shall hear the appeal within thirty (30) working days after a request is given. The answer of the Board shall be given within ten (10) working days after the hearing.

Step 4. If the grievance is not resolved at Step 3, the Union shall present a written demand for arbitration within five (5) working days after the hearing at Step 3 to the Chair of the Board of Commissioners and to the Federal Mediation and Conciliation Service (FMCS) for the selection of an arbitrator in accordance with their procedures. The only matters which may be submitted to arbitration are on grievances pertaining to economic provisions of the contract which do not include decisions made on discipline and/or discharge. The decision of the employer on disciplinary or discharge matters is final and binding on the employee and Union. The employees covered hereunder are employees at will. The rules of the FMCS shall apply unless specifically modified herein. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.

If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

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

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

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

Section 5. Election of Remedies. When remedies are available for any complaint and/or grievance of any employee through any administrative or statutory scheme or procedure, 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 any employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 7

SENIORITY

Section 1. Definitions.

Seniority. Seniority shall be defined as the length of an employee's continuous full time service with the Department where they are employed since the employee's date of hire.

Section 2. Seniority List. The seniority list shall contain the names of all seniority employees and their length of service. The Employer will provide the Union, upon request, with copies.

Section 3. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- a) He/she resigns or quits.
- b) He/she is discharged or terminated and not reinstated.
- c) He/she retires.
- d) He/she is convicted of 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 less.
- f) Two (2) unexcused absences per year on a regularly scheduled work day.
- g) After two (2) days for an unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave).
- h) Intentionally falsifies his/her employment application.
- i) Failure to return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE 8

LAYOFF AND RECALL

Section 1. In each department (examples of "department" are the following offices: Treasurer, Clerk, Prosecuting Attorney's Office, Register of Deeds, Veteran Affairs, Equalization, Construction Codes, DPW, Animal Control, Custodian, Gypsy Moth Coordinator, etc.), 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.

Section 2. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

ARTICLE 9

SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- a) That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the joint discretion of the Department Head and the Employer.
- b) Any employee seeking outside employment of their County job shall be done with written request to the employee's Department Head (if employment requires more than ten (10) hours per week) and approval of the Gladwin County Board of Commissioners.

ARTICLE 10

JOB POSTINGS

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days in a designated area of each building covered by this contract. The posting of such vacancy shall be the responsibility of the Department Head. Employees interested shall apply in writing within the three (3) working days' posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

ARTICLE 11

GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS; SUPERVISORS PERFORMING BARGAINING UNIT WORK

Section 1. Grant Funded Positions. The Employer reserves the right to hire or use the services of persons who positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, "Green Thumb" persons, prisoner work release persons, etc. Such persons shall not be covered by this contract unless specifically required by the funding source.

Section 2. Temporary Employees. The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract. The maximum number of days that can be worked by such persons within a calendar year shall not exceed three hundred fifty (350) working hours in total. This section and the three hundred fifty (350) working hours limitation does not apply to the persons noted in Section 1 above. Further, the three hundred fifty (350) working hour maximum shall not apply where temporary employees are hired, as provided under this section, to replace an employee(s) who is off work due to vacations, sick leave, Workers' Compensation and/or any other leave authorized under this contract.

Section 3. Work Assignments. The Employer may require an employee to work in any position or classification or to perform any duties within their department. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absences due to leaves of absences, or for any other reasons.

Section 4. Supervisors Performing Work of Bargaining Unit. Supervisors may perform bargaining unit work at any time.

ARTICLE 12

UNPAID LEAVE OF ABSENCE

Section 1. A leave of absence without pay due to sickness or injury, including maternity reasons, which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- a) An employee who has completed his/her probationary period may be granted a leave of absence by the Department Head for the period of disability, but not to exceed ninety (90) days, provided his/her request is supported by a physician's statement verifying the need for a leave, diagnosis and expected duration of the leave. Upon the employee's request, the Department Head may grant up to three (3) ninety day extension periods for such medical leave if, when requested, the need for such extensions are medically verified. However, medical leave shall not be extended to exceed one (1) year, unless for good and sufficient cause; nor shall an employee's leave of absence exceed twelve (12) months in a twenty four (24) month period. The Employer, after the initial ninety (90) day leave period, may request the employee to provide the Employer with a physician's statement attesting to the employee's continued inability to work every thirty (30) days. Upon the employee's return to work from such leave, the employee shall furnish the Employer with a physician's statement as to his/her fitness for work.
- b) When a medical leave of absence under this provision is granted for a period of not more than one hundred twenty (120) days, and is not extended beyond such period, the individual shall be entitled, at the termination of such leave, to be reinstated to his/her former position. When a medical leave is requested for a period of more than one hundred twenty (120) days, the employee's position will not automatically be held open for him/her, but rather the employee shall have the right to return to the next available opening in their position, until such time as the employee's seniority is lost.
- c) The employee must utilize his/her sick leave if so authorized by this Agreement before requesting a leave of absence for illness or injury.

- d) The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a medical leave of absence, or from an absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to perform the work, or if the employee's presence in the Department may endanger his/her health and safety, or that of the Department's other employees.
- e) Employees on unpaid leave or on workers' compensation leave pursuant to this Article, shall not accrue economic fringe benefits provided for under this Agreement except as otherwise expressly provided for under this Agreement.

ARTICLE 13

NEW CLASSIFICATIONS

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Board shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Board in writing, within five (5) days after receipt of notice from the Board. The Board shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach agreement, the board may implement its last best offer once impasse is reached.

ARTICLE 14

SUBCONTRACTING

Notwithstanding any other contrary term in this contract, the Board of Commissioners reserves the right to subcontract at any time, bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work which will result in a layoff, the Board shall provide sixty (60) calendar days notice to the Union. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the sixty (60) days. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide three (3) weeks severance pay to that employee(s).

ARTICLE 15

JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least three-quarters (3/4) hour remaining of scheduled work, except Federal Court in Bay City. In the event of attendance at the Federal Court in Bay City, employees shall return to work if released with three (3) hours left in their work day. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 16

WORKING HOURS

Offices serving the public are open five (5) days, Monday through Friday from 8:30 a.m. to 4:30 p.m., thirty-five (35) hours per week. An employee is entitled to one (1) hour unpaid for lunch to be scheduled by the Department Head. Offices having but one (1) employee may close during that person's lunch hour.

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

- A. **Overtime Pay:** Should an employee be required to work more than forty (40) hours in one pay week, the compensation for such overtime shall be calculated by multiplying the actual hours worked over forty (40) by 1.5 and then multiplying the answer of the first calculation by the employee's hourly rate. Exception: Should the overtime worked include a holiday, the pay for that holiday only shall be calculated in accordance with Section B (below).
- B. **Holiday Pay:** Should a full-time employee be required to work on a recognized paid holiday under this contract, the compensation for such holiday shall be calculated by multiplying the actual hours worked on that holiday by two (2) and then multiplying the answer of the first calculation by the employee's hourly rate.

ARTICLE 17

SICK LEAVE

Section 1. All full time County employees shall earn paid sick leave of one (1) day per month for Employer compensated service, but they cannot be used until an employee completes his/her probationary period. Upon completion of an employees' probationary period, he/she will be credited with six (6) days of sick leave and will thereafter accumulate additional sick leave at one (1) sick day per month. Unused sick time which has been earned may be carried into the following year with accumulation of not more than ninety (90) days. A certificate from a physician may be required as evidence of illness before compensation is allowed.

Section 2. Any utilization of earned sick leave by an employee must have the approval of his/her supervisor.

Section 3. Use of Sick Leave. Sick leave may be used for the employee's own illness, injury, childbirth, or disability. Sick leave may be used for the employee's, employee's child's or spouse's dental. Sick leave may be used by an employee after prolonged illness or following surgery to permit an employee to work fewer than the employee's normal hours per day until the employee is strong enough to work the employee's normal number of hours. Sick leave may be used in increments of one (1) hour by an employee in the bargaining unit. Sick leave may also be used for the illness or injury which necessitates the employee's absence from work of the employee's: Child, Spouse, Parent.

Section 4. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 5. Upon the death, retirement under the applicable County retirement plan, or resignation of an employee who has completed ten (10) years of service with the Employer, accumulated sick leave credits shall be paid to the employee or his/her estate at the rate of fifty percent (50%) of accumulated unused sick leave days, up to a maximum allowed payment of forty-five (45) days. Definition of Retirement: When an employee meets and applies for retirement benefits under the County retirement program as outlined in the Municipal Employees Retirement System and begins to receive those retirement benefits.

Section 6. All sick leave used shall be verified by the employee with evidence as his/her Department Head may require which could include a doctor's verification. Falsification of such evidence shall be cause for disciplinary action, including discharge.

Section 7. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 8. An employee using a sick leave during a period that includes a scheduled holiday will be paid for the holiday. He/she cannot be paid for both on the same day, nor will he/she be charged for a day of sick leave.

Section 9. Except as provided in Section 5 above, upon resignation or dismissal from employment, all sick leave credits shall be cancelled and shall not be reinstated or paid for except that in the event an employee who is dismissed and who is subsequently reinstated pursuant to the grievance procedure, sick leave credits will be reinstated.

Section 10. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to sick leave or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designate physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be paid by the Employer if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

Section 11. All existing accumulated sick days will be converted sick day for sick day.

ARTICLE 18

FUNERAL LEAVE

When a death occurs in an employee's immediate family, the employee shall be entitled to five (5) working days off with pay. Additional time without pay may be granted by the Department Head.

Immediate family is husband, wife, parents and children.

When a death occurs to an employees' sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, the employee shall be entitled to three (3) working days off with pay.

Employees may be allowed one (1) working day off with pay to attend the funeral of close relatives at the discretion of the Department Head provided such funeral day is a normal day of work.

These funeral days will not accumulate.

ARTICLE 19

PART-TIME EMPLOYEES

A part-time employee is defined as one who works less than seven (7) hours per day or less than the thirty-five (35) hours per week. Part-time employees and temporary employees will not receive fringe benefits.

Any part-time employee of the County with ten (10) years or more of service averaging 910 or more hours per year will receive five (5) days of paid vacation per year.

ARTICLE 20

RETIREMENT/PENSION

Effective January 1, 1996, the Employer shall continue a retirement program provided through Municipal Employees' Retirement System (MERS), Plan B-3, F55/20, FAC3, V-10, E-2. The employee's contribution for this program shall be 3.8% for each year of this Agreement.

ARTICLE 21

VACATION LEAVE

Vacation Schedule:

A. All full time employee's vacation schedule shall be as follows:

| | |
|-------------------------------------|---------|
| After One (1) Year..... | 6 days |
| After Two (2) Years..... | 9 days |
| After Three (3) Years..... | 9 days |
| After Four (4) Years..... | 12 days |
| After Five (5) Years..... | 12 days |
| After Six (6) Years..... | 15 days |
| After Seven (7) Years..... | 15 days |
| After Eight (8) Years or more | 18 days |

- B. Seniority will be determined by the completed years of employment and shall be determined from the anniversary date of employment.
- C. Any vacation days in excess of five (5) vacation days not used by the anniversary date of the current year will be forfeited without pay. An employee will have a choice of carrying over his/her vacation days (up to 5) or being paid for these days (up to 5).
- D. If a holiday falls within an employee's vacation period, it shall not be counted as a vacation day.
- E. Upon termination of service, regular time will be paid for any unused vacation. In the event of death of the employee, the unused vacation pay will be paid to the estate of the employee.
- F. Vacation shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of absence, no allowance for vacation shall be posted in advance or in anticipation of future credits.
- G. An employee may use vacation only with prior approval of his/her Department Head.
- H. An employee's vacation pay will be based on his/her regular wage rate.
- I. Vacation shall be granted to employees covered hereby by their Department Head and such vacations will be granted at such times as they least interfere with the efficient operation of the Department. Employees are granted vacation in accordance with a first come, first serve basis. If determination cannot be made which request was first, vacation leaves will be granted on a seniority basis.
- J. All existing accumulated vacation days will be converted vacation day for vacation day.

ARTICLE 22

HOLIDAYS

Section 1. Holidays

A. **Holiday Eligibility.** Employee eligibility for holiday pay is subject to the following conditions and qualifications.

- 1) The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- 2) The employee must work his/her scheduled hours on the Employer's last scheduled day before and his/her scheduled hours the first (1st) scheduled day after the holiday;
- 3) An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay;
- 4) The employee must not be on a leave of absence or on layoff status, provided, however, an employee granted a leave of absence or who is laid off no more than seven (7) working days prior to a recognized holiday will be paid for the holiday involved;
- 5) The employee must not be on a disciplinary suspension;
- 6) Holidays falling within a vacation period shall not be counted as vacation days, but as paid holidays.

B. **Holiday Pay.** All full time employees occupying a job classification covered by this Agreement shall receive seven (7) hours pay, at their straight-time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day
Martin Luther King Day
President's Day
Good Friday (one-half (1/2) day)
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

- C. **Holiday Celebration.** If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. In those calendar years when either Christmas Day or New Year's Day falls on a Tuesday, Wednesday, Thursday or Friday, December 24 and December 31, respectively, shall be considered as additional recognized holidays under this Agreement. When Christmas Eve or New Year's Eve fall on a Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve fall on a Saturday or Sunday, the preceding Friday shall be a holiday.
- D. **Worked Holidays.** Employees eligible for holiday pay who work on the holiday recognized under this Agreement shall receive their straight-time regular rate of pay for all hours actually worked, plus holiday pay if applicable. For purposes of this section, a holiday shall be deemed to begin at 12:01 a.m. and shall end twenty-four (24) hour later.
- E. Department Heads may require employees to work on paid holidays.

ARTICLE 23

HOSPITALIZATION – MEDICAL COVERAGE

Section 1. Hospitalization:

- A. The Employer will offer hospitalization through Blue Cross/Blue Shield of its equivalent, for all full-time employees and their families, except for family continuation of children over nineteen (19) years of age, and subject to the below conditions.
- B. The Hospitalization/Medical Insurance Plan shall be the Blue Cross/Blue Shield (BC/BS) Community Blue PPO Option 2 Plan, with the 10/20 Drug Rider Program and A80 Vision Care Program, effective upon ratification of this Agreement.
- C. The Employer agrees to pay the full premium for eligible full time employees for hospitalization coverage's outlined in this Article.

Family continuation costs will be borne by the employee. In the event there are any premium costs above these amounts, the employee shall pay such costs through payroll deduction.

- D. **Buy-Out Option:** Full-time employees, funded in whole or in part by Gladwin County, and having completed sixty (60) days employment, may, in writing, elect to accept a cash payment in lieu of the insurance program. The cash payment shall be One Hundred and fifty and no/100th (\$150.00) per month for waiver of health and vision, and One Hundred and forty-five and no/100th (\$145.00) per month waiving health coverage. If an employee is employed for less than the entire year or elects to take the hospitalization/medical insurance coverage, he/she shall receive a pro rata amount for the period of time he/she did not take the insurance. The payment shall be made the first pay period in December. An employee must still be employed December 1 in order to receive payment.

- E. An employee retiring and receiving retirement benefits from Gladwin County or being transferred from full to part-time employment or as may be required by Federal law, shall be entitled to continue with the group hospitalization plan at his/her own expense. Premium payments for same shall be deposited with the County Clerk at least ten (10) days prior to payment due date. In addition, a surviving spouse may also continue with the group hospitalization plan at his/her own expense and is subject to the same payment provisions provided in this Article.

Effective January 1, 2001, the following the premium contributions will also be available to certain County retirees:

The County agrees to contribute towards the health insurance premium for future retirees as follows:

- a) for future retirees with County years of service between 10 and 20 years, 70% of the Blue Cross/Blue Shield Community Blue PPO Option 2 Plan single subscriber rate for the retiree only.
- b) For future retirees with County years of service of 20 plus years, 80% of the Blue Cross/Blue Shield Community Blue PPO Option 2 Plan single subscriber rate for the retiree only.

The retiree will be responsible for additional premium costs in carrying a spouse on the retiree's policy. The employee must be the primary carrier under the County medical plan when the employee retires to receive the retiree premium contribution. The medical premium contributions shall be toward the County health care plan. No contribution shall be made for retiree health insurance for retirees not covered by the County plan. No retiree premium contributions shall be provided for persons already eligible for coverage under another County paid health insurance policy.

Section 2. Employees may enroll, as an alternate to the present hospitalization/medical coverage, in any HMO or PPO (Preferred Provider Plan) available in the area. The Employer's contribution toward payment of the premium shall not exceed that which is contributed to the BC/BS Community Blue PPO Option 2 Plan as provided in Section 1, C, above. Any additional premium required shall be paid by the employee through payroll deduction as noted in Article, above. Effective upon ratification of this Agreement, the insurance changes in subsection B of this Article are implemented, employees may also enroll in other Blue Cross/Blue Shield Community Blue PPO plans and drug rider programs (including expressly the \$15 drug rider program) provided the additional cost, if any, is fully borne by the employee.

The Employer shall continue to pay its portion of the premium to provide health insurance for laid off employees for the rest of the month following a layoff and for the following month.

Article 24

Savings Clause

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**Gladwin County
UAW Local 1974
Unit #7**

ARTICLE 25

WAGES

| | 1999 | 2000 | 2001 | 2002 |
|-----------------------------------|-------------|-------------|-------------|-------------|
| POSITION: | Hourly | Hourly | Hourly | Hourly |
| <u>ANIMAL SHELTER SUPERVISOR</u> | \$14.61 | \$15.52 | \$15.99 | \$16.47 |
| <u>MAINTENENCE SUPERVISOR</u> | \$14.61 | \$16.18 | \$16.67 | \$17.17 |
| <u>BUILDING OFFICIAL/DPW DIR*</u> | \$16.57 | \$17.48 | \$18.01 | \$18.55 |
| <u>DEPUTY CLERK</u> | \$12.54 | \$13.45 | \$13.86 | \$14.27 |
| <u>DEPUTY TREASURER</u> | \$12.54 | \$13.45 | \$13.86 | \$14.27 |
| <u>DEPUTY REGISTER OF DEEDS</u> | \$12.54 | \$13.45 | \$13.86 | \$14.27 |
| <u>EXEC SECRETARY/PROS. ATTY</u> | \$12.54 | \$13.45 | \$13.86 | \$14.27 |
| <u>GYPSY MOTH COORDINATOR</u> | \$13.89 | \$14.80 | \$15.25 | \$15.70 |

*\$500 to remain unless the Department of Public Works duties are removed from the Building Official responsibilities.

ARTICLE 25

WAGES (Continued)

Wages: For 1999 each bargaining unit employee within Unit 7 for the 1999 year shall receive a \$500 lump sum payment, which shall not be added to the wage scales. Effective January 1, 1999, the Maintenance Supervisor wage compensation scale will be set at the same level as the Animal Control Officer Supervisor classification (the current Maintenance Supervisor to be paid based on the appropriate percentage step as calculated from this new scale).

Effective January 1, 2000, each classification wage scale (the 1998 scale) shall be increased by an amount equal to \$1,662.00 per year.

Effective January 1, 2001, each classification wage scale shall be increased by 3%.

Effective January 1, 2002, each classification wage scale shall be increased by 3%.

All employees will be paid by their position's hourly rate.

Persons filling a vacant position will receive compensation in the following manner:

- 80% of a position's compensation upon hire.
- 85% of a position's compensation after six (6) months of employment.
- 90% of a position's compensation after one (1) year of employment.
- 95% of a position's compensation after eighteen (18) months of employment.
- 100% of a position's compensation after two (2) years of employment.

Lateral position changes and step-up in position for existing Unit 6 and 7 employees will not affect current pay standards.

ARTICLE 26

PERSONAL DAYS

All full time employees covered by this Agreement that have the required years of service, shall be permitted personal days with pay each year, as follows:

| <u>Years of Service</u> | <u>Number of Personal Days</u> |
|-------------------------|------------------------------------|
| After 5 years | 1 day |
| After 10 years | 2 days |
| After 15 years | 3 days |

Personal days shall be credited to eligible full time employees on their anniversary date of hire each year. All requests for a personal day must be made to the employee's immediate supervisor twenty-four (24) hours in advance of the date requested unless an emergency exists which prevents the employee from giving the required advance notification. A request for a personal day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. The use of personal days shall be in only the increments specified in this section. No employee shall be permitted to divide a personal day into any increments less than one and one-half hour (1 ½) hours. Personal days do not accumulate from year-to-year. Further, unused personal days have no monetary value upon separation from employment for any reason. Nothing in this section shall be construed to absolve an employee of his/her responsibility to comply with the required procedure concerning prior notification of absence from work.

ARTICLE 27

HEADINGS

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

ARTICLE 28

GENDER CLAUSE

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

ARTICLE 29

RESIDENCE

All employees shall be required to live within the boundaries of the County of Gladwin within six (6) months after becoming employed.

ARTICLE 30

LIFE INSURANCE

The Employer agrees to provide and maintain at its costs a life insurance policy in the face amount of Fifteen Thousand Dollars (\$15,000.00), with Thirty Thousand Dollars (\$30,000.00) Accidental Death and Dismemberment coverage, for each insurable, full time employee occupying a job classification covered by this Contract, subject to the insurance carrier's enrollment procedures. The amount of any such policy will be reduced by fifty percent (50%) the month in which an employee becomes sixty-five (65) years of age and all such insurance coverage ceases once an employee retires.

ARTICLE 31

PART-TIME EMPLOYEE STEP INCREASE

Should a part-time County employee be hired on a full time basis, all time spend up to seven (7) months of actual time worked as a part-time employee can be used to offset part of the first 6-month step of the full time employee's pay scale.

ARTICLE 32

MISCELLANEOUS

Section 1. Confidentiality of Information: Information contained in reports, records or communications of the Employer, which are confidential, shall be treated as such. Unauthorized disclosure of such information by an employee shall be considered sufficient grounds for dismissal.

Section 2. Personal Appearance and Conduct: Employees will present a well-groomed appearance at all times and dress will be appropriate for the position held.

Section 3. Licensing. Effective the date of ratification by both parties, costs of State and County licensing fees required to qualify in order to carry out County employment requirements shall be borne by the County for a maximum of One Hundred and Thirty and No/100ths (\$130.00) Dollars per calendar year.

ARTICLE 33

SPECIAL LEAVES OF ABSENCE

The employee's Department Head may excuse an employee with pay for the following:

1. Blood Donations: Employees are encouraged to volunteer as blood donors. Absences for giving blood to the American Red Cross, or in emergencies, to local hospitals without compensation for it, shall be excused.
2. Professional Conference Relating to the Office: Attendance at professional conferences or educational meetings, when authorized by the Department Head and with the approval of the Board of Commissioners are permitted.

ARTICLE 34

TRANSPORTATION AND OTHER EXPENSES

- A. Expenses in addition to mileage shall be allowed to employees attending meetings held outside the official work area when such attendance has prior approval of the Board of Commissioners.
- B. Expenses incurred while attending such meetings shall be equivalent to the Board of Commissioners' travel/lodging allowances.
- C. Receipts must be submitted with the expense voucher for approval by the Finance Committee of the Board of Commissioners.

ARTICLE 35

WORKERS' COMPENSATION

Employees are covered by workers' compensation insurance. Each employee shall report on the job injury to the Department Head immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred.

ARTICLE 36

ANIMAL CONTROL OFFICERS UNIFORMS AND ACCESSORIES

The Employer shall make payment of Four Hundred Twenty-Five and no/100ths (\$425.00) Dollars per year to Animal Control Officers/Supervisors for uniforms/accessories. The employee shall submit receipts to verify cost and payment.

ARTICLE 37

COMP. TIME

Compensatory Time. At the request of any employee eligible for overtime and with his/her Department Head's approval, compensatory time may be taken in lieu of cash payment at the rate of 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 two (2) 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 twenty (20) hours at any one time.

ARTICLE 38

LONGEVITY

Section 1. Longevity Benefit. Longevity benefits will be determined on December 1st of each year. All full time bargaining unit employees who are employed on the December 1st determination date with continuous service with Gladwin County will be eligible for longevity payment calculated as follows:

1. Two percent (2%) upon completion of ten (10) years of continuous service.
2. Three percent (3%) upon completion of twenty (20) years of continuous service.
3. The maximum allowable base upon which longevity increments may be calculated under either (1) or (2) of this Article will be Sixteen Thousand and no/100th Dollars (\$16,000.00).

Section 2. Longevity Payments. Longevity payments shall be made to eligible employees on the Employer's first (1st) payroll period of December of each year following the December first (1st) determination date.

ARTICLE 39

TRANSFERS

Gladwin County employees may transfer between Local 1974 UAW Units #6 and #7 on the following terms:

- 1) No additional probationary period will be required.
- 2) Department seniority will be the same as outlined in the applicable Seniority Article.
- 3) Sick days, vacation days, personal days, and longevity shall continue to be earned by County seniority under the respective provisions outlined in UAW Local 1974 Unit #6 and Unit #7 contracts.
- 4) Previously earned sick days, vacations days, and personal days, shall be transferred day for day into new position with UAW Local 1974 Unit #6 and Unit #7

ARTICLE 40

TERMS OF THIS AGREEMENT

Section 1. This Agreement shall become effective upon execution by the parties, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 2002.*

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

*The grievance procedure and other terms of this contract will not become effective until Ratification and execution of the contract by both parties.

**GLADWIN COUNTY
BOARD OF COMMISSIONERS**

2-14-00
Date:

Adolph Presidio
Adolph Presidio, Human Resource Chairman

2-14-00
Date:

Terry Whittington
Terry Whittington

2-14-00
Date:

Peter Lier
Peter Lier

2-14-2000
Date:

Keith Edick
Keith Edick, Chairman of the Board of Commissioners

2-14-2000
Date:

Laura E. Flach
Laura E. Flach, County Clerk

2-17-2000
Date:

Jannis Letzgus
Jannis Letzgus, County Treasurer

2-14-2000
Date:

Bonnie House
Bonnie House, County Register of Deeds

2-14-2000
Date:

Thomas Evans
Thomas Evans, Prosecuting Attorney

Local 1974 - Unit #7

2-15-2000
Date:

Nancy F. Roehrs
Nancy F. Roehrs, Chairperson

2-14-00
Date:

Ronald J. Taylor
Ron Taylor

2-21-00
Date:

Tim Novak
Tim Novak
UAW International
Service Representative

3-4-00
Date:

George Andros
George Andros
UAW Regional Director
Region 1-D

WAIVER OF HEALTH INSURANCE

I, _____, HAVE BEEN GIVEN THE OPPORTUNITY TO PARTICIPATE IN THE COUNTY'S GROUP HEALTH INSURANCE PLANS AND WAS MADE FULLY AWARE OF THE BENEFITS AVAILABLE TO ME UNDER THOSE PLANS. HOWEVER, I HEREBY VOLUNTARILY ELECT TO WAIVE ANY RIGHTS TO THIS HEALTH INSURANCE COVERAGE. I UNDERSTAND AND AGREE THAT I AM ENTITLED TO MONETARY RENUMERATION OR OTHER REIMBURSEMENT FOR NOT TAKING THE COVERAGE.

I UNDERSTAND THAT SHOULD I DESIRE TO LATER SEEK HEALTH INSURANCE COVERAGE THROUGH THE COUNTY, I MAY DO SO ONLY DURING THE INSURANCE CARRIER'S ANNUAL OPEN ENROLLMENT PERIOD. ALSO, I UNDERSTAND THAT I MAY NOT BE COVERED FOR CERTAIN PRE-EXISTING CONDITIONS IN THE EVENT THAT I LATER ELECT TO RE-ENROLL.

WITNESS

EMPLOYEE

DATED: _____

DATED: _____

LETTER OF UNDERSTANDING

BETWEEN

GLADWIN COUNTY BOARD OF COMMISSIONERS
AND
UAW LOCAL 1974
SUPERVISORY UNIT #7

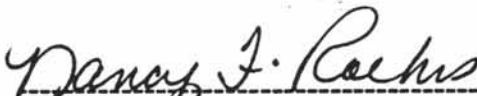
This Letter of Understanding by and between the Gladwin County Board of Commissioners and UAW Local 1974, Unit #7 Supervisory Unit, states as follows:

The total accumulated sick leave days shall be lowered from 120 days to 90 days in Article 17, Section 1 as per the ratified contract dated January 1, 1999 through December 31, 2002 between the Gladwin County Board of Commissioners and UAW Local 1974, Supervisory Unit #7.


It shall be further understood, as an added Agreement, that any employee of UAW Local 1974 Supervisory Unit #7 that had accumulated sick days in excess of 90 days prior to the ratification of this new contract, those employee(s) may retain such days for sick leave use, but not for pay-out under Article 17, Section 5 of the contract dated January 1, 1999 through December 31, 2002.

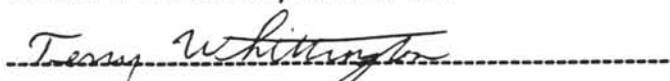
UAW LOCAL 1974, UNIT #7

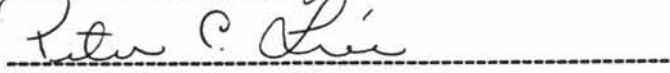
GLADWIN COUNTY BOARD OF COMMISSIONERS
PERSONNEL/NEGOTIATIONS COMMITTEE


NANCY F. ROEHRS, CHAIRPERSON


RONALD TAYLOR


ADOLPH PRESIDIO, CHAIRMAN


TERRY WHITTINGTON


PETER LIER

DATED: 2-18-00

MW:LOU7SICK

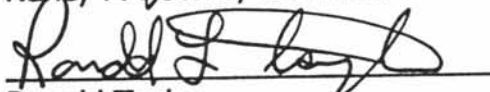
LETTER OF UNDERSTANDING
BETWEEN
GLADWIN COUNTY BOARD OF COMMISSIONERS
AND
UAW LOCAL 1974
UNIT #7 SUPERVISORY

This Letter of Understanding made by and between the Gladwin County Board of Commissioners and UAW Local 1974, Unit 7 Supervisory, states as follows:

1. The Board of Commissioners has recommended that the County Building Maintenance Supervisor oversee the activities of Buildings & Grounds and the contracted caretaker at the Gladwin County Parks & Recreation Area facility in Sage Township, Gladwin County.
2. That additional compensation will be included in the Maintenance Supervisor's wage in the amount of Twelve Hundred Dollars and no/100 (\$1200.00) and shall be equally spread throughout the annual year 2000.
3. The Parks & Recreation supervision responsibilities assumed by the Maintenance Supervisor in 2000 shall be reviewed by the Building and Grounds Committee of the Gladwin County Board of Commissioners and UAW Local 1974, Supervisory Unit #7, in January 2001.

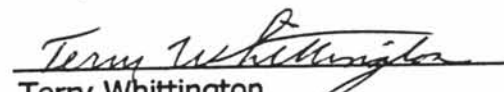
UAW LOCAL 1974 UNIT 7



Nancy F. Roehrs, Chairman


Ronald Taylor

BOARD OF COMMISSIONERS
NEGOTIATIONS COMMITTEE


Adolph Presidio, Chairman


Terry Whittington


Peter Lier

DATED: 2-18-00

MW:LOU7BMS