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12/31/92

A M E N D E D

AGREEMENT

By and Between

THE GLADWIN COUNTY BOARD OF COMMISSIONERS AND  
THE GLADWIN COUNTY DRAIN COMMISSIONER, TREASURER,  
CLERK, REGISTER OF DEEDS

AND

UAW INTERNATIONAL AND LOCAL 1974, UNIT 7

Supervisory Unit

Terminating December 31, 1992

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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 DRAIN COMMISSIONER, TREASURER, CLERK, REGISTER OF DEEDS, hereinafter referred to as "ELECTED OFFICIALS", and sometimes referred to together as "EMPLOYER", and the UAW INTERNATIONAL AND 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 limitations, all the powers, rights, authorities and duties conferred upon them by the constitution and the laws of the State of Michigan.

## ARTICLE 1

### 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, Building Maintenance Supervisor, Chief Deputy Treasurer, Chief Deputy Clerk, and the Animal Control Officer-Supervisor.

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 AND WAIVER PROVISIONS

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 relationships 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 employee's successful completion of six (6) months of employment as outlined in this section. The Employee shall send those dues, as provided hereunder, to the Union's designated financial officer.

The Employer also agrees to deduct from an employees paycheck the 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 obligation. 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 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 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 amounts 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 representation 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 fees 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 the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and power 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 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, 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 Employer 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. Committee Persons. 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, however, employees shall be paid while attending a special conference but only if scheduled to work during that time.

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) 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 any 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 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 which 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 are 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 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.

## ARTICLE 7

### SENIORITY

#### Section 1. Definitions.

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

Section 2. Seniority List. The seniority list shall contain the names of all 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 lesser.

F. Two (2) unexcused absences per year on a regularly scheduled work day.

G. After 2 days 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, Drain, Register of Deeds, Veteran Affairs, Equalization, Construction Codes, DPW, Animal Control, Custodian, 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 Union and Employer recognize that there may only be one person in each department and classification affected by the layoff. Therefore, if there is only one employee in the department and classification and a layoff occurs in that department, that employee will automatically be 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 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 sole discretion of the Department Head and the Employer.

- (b) Any employee working outside the scope 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 the approval by 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 will 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: SEASONAL EMPLOYEES

Section 1. The Employer reserves the right to hire or use the services of persons whose 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. 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 seventy-five (375) working days in total. This section and the three hundred seventy-five (375) working days limitation does not apply to the persons noted in Section 1 above. Further, the three hundred seventy-five (375) working day 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, Worker's Compensation and/or other leave authorized under this contract.

Section 3. 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. Department Heads, Supervisors and other persons may perform bargaining unit work at any time.

## ARTICLE 12

### UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to sixty (60) days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head. (In some cases, the Department Head is the Board of Commissioners or its designated representatives).

Section 2. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or sooner if approved by his/her Department Head.

Section 3. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, health insurance, holidays, and retirement. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the county.

## 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 an 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 sub-contracting 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-seven and one-half (37 1/2) hours per week. An employee is entitled to one-half (1/2) hour unpaid for lunch to be scheduled by the Department Head. Offices having but one employee may close during that person's lunch period.

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 a Chief Deputy be required to work more than forty-five (45) hours in one pay week, the compensation for such overtime shall be calculated by multiplying the actual hours worked over forty-five (45) 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 paid holiday, the pay for that holiday only shall be calculated in accordance with Section B (below).

##### B. Holiday Pay:

Should an 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 2 and then multiplying the answer of the first calculation by the employees hourly rate.



C. Department Heads:

The Building Official/Director D.P.W., Building Maintenance Supervisor, Animal Control Officer-Supervisor are salaried positions. Working hours as necessary to maintain department.

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 one hundred twenty (120) 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. (The supervisor in some cases is the Board of Commissioners or its designated representatives.)

Section 3. Sick leave may be utilized by an employee in the event of his/her illness, injury, or exposure to contagious diseases which would endanger others.

Section 4. Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employees shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

Section 5. 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 6. Upon retirement of an employee, accumulated sick leave credits shall be paid to the employee at fifty (50%) percent of maximum allowed accrual, i.e. maximum an employee may receive is sixty (60) 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 7. 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 8. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 9. An employee using 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 10. 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 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 11. 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 own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated 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 12. Maternity Leave

A. Definition: Disabilities caused or contributed to/by pregnancy, miscarriage, childbirth and the recovery there from are, all for job related purposes, temporary disabilities.

B. Duration: Standard maternity is six (6) weeks unless specified by a doctor's written instructions. The county may require a second doctor's opinion.

C. Benefits: Any employee on maternity leave shall maintain their seniority status.

During maternity leave an Employee's medical insurance shall be continued and shall be paid by the Employer for a period not to exceed ninety (90) days. After the ninety (90) days an employee may continue medical insurance by prepaying the premium to the Employer.

An Employee on maternity leave will use only any accrued sick leave and may use their vacation days as they and their Department Head so choose. Any time off over and above sick and vacation leaves shall be unpaid.

Section 13. All existing accumulated sick days will be converted sick day for sick day.

#### ARTICLE 18

##### FUNERAL LEAVE

When a death occurs in an employees' 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 and children living at home.

When a death occurs to an employees' child not at home, parent, 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 and one-half (7 1/2) hours per day or less than the thirty-seven and one-half (37 1/2) 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

The Employer shall continue the retirement program in effect on 1-1-87 for employees in the bargaining unit. This program is provided through the Municipal Employees' Retirement System, Plan C-1.

The Board of Commissioners are presently looking into a better retirement plan. Either party may request to re-open the new contract to negotiate a new retirement or sick leave plan.

## 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
With 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 the 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. All full time employees will receive the following paid holidays:

New Years Day	January 1
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Good Friday Afternoon	
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday After Thanksgiving	
December 24	Whenever Christmas Day falls on Tuesday, Wednesday, Thursday or Friday
Christmas Day	December 25

Whenever New Years Day, Independence Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. Whenever New Years Day, Independence Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

Section 2. Department Heads may require employees to work on paid holidays.

## ARTICLE 23

### HOSPITALIZATION - MEDICAL COVERAGE

Section 1. Hospitalization:

- A. The Employer will furnish hospitalization through Group Benefit Services, Inc., Blue Cross/Blue Shield Master MVF-1 or 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 condition.
- B. Notwithstanding the above the Employer's participation in the cost of hospitalization shall not exceed:

\$2,300.00	Annual rate for family plan coverage
2,100.00	Annual rate for 2-person coverage
1,050.00	Annual rate for single person coverage

An employee's option to carry the County's Insurance shall be exercised either at time of hire or at the beginning of each plan year and may not be changed except annually on October 1 every year. Deductibles under the plan may be paid as incurred, or voluntarily pre-paid on a salary reduction, pre-tax basis for any employee so desiring. The up front deductibles that an employee must meet before the plan pays any benefits are as follows:

<u>Deductibles for 1990</u>	
Single	\$100.00
2-Person	300.00
Family	300.00

<u>Deductibles for 1991</u>	
Single	\$ 75.00
2-Person	150.00
Family	150.00

<u>Deductibles for 1992</u>	
Single	\$ 50.00
2-Person	100.00
Family	100.00

Any employee who has paid more on their deductible than \$100.00/\$300.00 for 1990 will be reimbursed.

Should insurance costs exceed the Employer's costs, deductions will be made from the employees' pay in twelve (12) equal installments. The required payments shall be made by biweekly payroll deduction which will commence at the beginning of the plan year following the year of excess cost to the Employer. Any employee who waives health coverage or terminates employment following a year of such excess costs shall remain legally bound to pay his/her portion. The Employer may obtain reimbursement by payroll deductions or from any other monies owed to the employee by the Employer. The parties shall be bound by all the terms, conditions and requirements of the Employer's Third Party Administrator, Group Benefit Services, Inc.

- C. No monetary remuneration or other reimbursement shall be made to any employee not taking or needing coverage. An employee may waive health insurance if he/she signs the attached form.
- D. 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.

Section 2. Employees may enroll, as an alternate to the present hospitalization/medical coverage, in any HMO or PHP (Physicians Health Plan) available in the area. The Employer's contribution toward payment of the premium shall not exceed that which is contributed to the present medical health insurance plan. Any additional premium required shall be paid by the employee through payroll deduction as noted in this Article, above.

The Employer shall provide health insurance for laid off employees at the Employer's expense 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.

ARTICLE 25

WAGES

POSITION	1989		1990		1991		1992	
		hrly		hrly		hrly		hrly
Animal Cont. Supervisor	\$19,726		\$20,726		\$21,326		\$21,926	
Bldg. Maint. Supervisor	19,726		20,726		21,326		21,926	
Bldg. Off./ D.P.W.	19,726		**21,226		21,826		22,426	
Deputy Clerk	15,582	16,455/9.04	17,628		18,228/9.35		18,828/9.66	
Deputy Treas.	15,582	16,455/9.04	17,628		18,228/9.35		18,828/9.66	
Deputy Reg. of Deeds	15,582	16,455/9.04	17,628		18,228/9.35		18,828/9.66	

\*\* \$500.00 increase in 1990 to remain unless Department of Public Works duties removed from Building Official.

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

--90% of the position's compensation for the first year of employment

--100% of the position's compensation after one (1) year of employment

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

All compensation will be retroactive to January 1, 1990.

#### ARTICLE 26

##### LONGEVITY

Effective in 1988, employees with ten (10) years or more of seniority who have worked continuously for the year, shall be paid One Hundred and No/100ths (\$100.00) Dollars on or before the first pay period in December, 1988 and every year thereafter, if employed on the date of payment.

This payment will be paid in a separate check other than employee's regular pay check.

#### 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

##### PART-TIME EMPLOYEE STEP INCREASE

Should a part-time County employee be hired on a full-time basis, all time spent 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 31

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 or County licensing fees required to qualify in order to carry out County employment requirements shall be borne by the County for a maximum of Ninety-five and No/100ths (\$95.00) Dollars per calendar year.

ARTICLE 32

SPECIAL LEAVE 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 Conferences 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 33

TRANSPORTATION AND OTHER EXPENSE

- 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 by the Board of Commissioners.

Expenses incurred while attending such meetings may include the following items:

Registration Fees	Bridge and Road Tolls
Mileage at 20 cents per mile	Parking Fees

**Meals and Lodging**

Lodging	\$ 60.00 (including tax)
Breakfast	5.00
Lunch	6.00
Dinner	12.00

**Group Meetings**

Lodging	\$ 60.00 (including tax)
Breakfast	6.00
Lunch	10.00
Dinner	13.00

Receipts must be submitted with the expense voucher for the above items for approval by the Finance Committee of the Board of Commissioners.

**ARTICLE 34**

**WORKER'S COMPENSATION**

Employees are covered by worker's 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 35**

**ANIMAL CONTROL OFFICERS UNIFORM AND ACCESSORIES**

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

**ARTICLE 36**

**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 1/2) hours for each hour of overtime worked (over forty-five [45] hours in a week). 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 37

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, 1992.

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.

FOR THE UNION:

Nancy F. Roehrs 8/13/90  
Nancy F. Roehrs Date

Bonnie House 8-8-90  
Bonnie House Date

FOR THE EMPLOYER:

Roy O'Hare 8/8/90  
Roy O'Hare, Chairperson Date  
Board of Commissioners

Richard E. Behnke 8/8/90  
Richard E. Behnke Date  
Board of Commissioners

Laura E. Hall 8/8/90  
County Clerk Date

James H. Fitzgerald  
County Treasurer Date

Kathy M. Edick 8/8/90  
Register of Deeds Date

Allan Pearson 8-8-90  
Drain Commissioner Date

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

WAIVER OF HEALTH INSURANCE

I, \_\_\_\_\_, have been  
(Name)

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 these plans. However, I hereby voluntarily elect to waive any rights to this health insurance coverage. I understand and agree that I am not entitled to any monetary remuneration 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: