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AGREEMENT

By and Between

**THE CLARE COUNTY BOARD OF COMMISSIONERS
AND THE CLERK-REGISTER OF DEEDS**

AND

**THE INTERNATIONAL UNION UAW and its
LOCAL 1974, UNIT 2**

Supervisory Unit

January 1, 1995 through December 31, 1996

Clare County

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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 CLARE COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the CLERK-REGISTER OF DEEDS, hereinafter referred to as "ELECTED OFFICIAL"*, and sometimes referred to together as "EMPLOYER", and the INTERNATIONAL UNION UAW and its LOCAL 1974, UNIT 2, hereinafter referred to as the "UNION".

NON-DISCRIMINATION

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

ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIAL

The Board and the Elected Official 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 employees of the Employer included in the bargaining unit described below:

All Supervisory employees, including the Chief Deputy Clerk Supervisor, the Animal Control Director, the Director of the Building Department, Electrical Inspector, and the Director of the Veteran's Affairs Department and all other Supervisors, excluding; elected public officials, confidential employees, casual employees, and executives, as defined by the Act. The only classifications currently in this unit are the five (5) specified above.

* Any reference made to "Department Head" or "Supervisor" shall mean the Chair of the Board of Commissioners or his/her designee with the only exception being for the Chief Deputy Clerk Supervisor whose Department Head is the Clerk-Register of Deeds.

ARTICLE 2

NO STRIKE CLAUSE; PAST PRACTICE; WAIVER PROVISION; DUES CHECKOFF

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 Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's 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 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 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 one (1) employee. 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.

Section 2. Committee Person. 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 Department Head. The Department Head may require the Committee person to investigate and/or present such grievance or grievances during other than working hours in the event that the Department Head believes that the workforce 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 only if he/she is not available.

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 held during normal work hours.

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 an elected official who is the employee's Department Head.

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 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 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 since the employee's last date of hire excluding unpaid leaves of absence of more than ten (10) consecutive days.

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 lesser.
- F. Two (2) unexcused absences on a regularly scheduled work day within a twelve (12) month period.
- G. After two (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; Clerk-Register of Deeds, Veteran Affairs, Building, Animal Control, 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 (1) person in each department and classification affected by the layoff. Therefore, if there is only one (1) 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 ten (10) calendar 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 sole discretion of the Employer.
- (b) Upon request, the employee shall inform his/her Department Head of their supplemental employment.

ARTICLE 10

JOB POSTINGS

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days. Employees interested shall apply in writing within the Employer designated 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

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. 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 fifty (350) working days in total. This section and the three hundred fifty (350) working days limitation does not apply to the persons noted in Section 1 above. Further, the three hundred fifty (350) 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 any 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, absence due to leaves of absences, or for any other reasons.

ARTICLE 12

UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to forty-five (45) calendar days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head; and up to a maximum of one hundred eighty (180) calendar days if approved by his/her Department Head and the Board of Commissioners, within their sole discretion.

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 Employer.

Section 4. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

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 provision 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, the Board shall provide sixty (60) calendar days notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. 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

Full-time 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-fourths (3/4) hours remaining of scheduled work, except for jury duty at the Federal Court in Bay City. In such event (Bay City Federal Court jury duty) they 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

The starting and quitting times of employees may be changed by the Board of Commissioners.

- A. The normal work week for regular full-time employees is five (5) days, thirty-seven and one-half (37-1/2) hours per week. Employees usually take a one (1) hour unpaid lunch unless other arrangements are approved by the Board of Commissioners.
- B. Overtime Pay: Supervisors are not entitled to overtime compensation.

ARTICLE 17

SICK LEAVE

Section 1. Full-time employees shall earn paid sick leave according to the following:

- a) Each employee, after completion of six (6) months of employment, shall earn one (1) sick leave day per month for Employer compensated work. He or she may carry forward to their next anniversary date all unused days to a maximum of seventy (70) days.

- b) After accumulation of seventy (70) days on the employee's anniversary date, the employee shall be paid at the rate of sixty-five percent (65%) of their regular daily rate on all sick days accumulated in excess of seventy (70) days.
- c) Employees must verify the number of days accumulated by completing and signing a form for the number of days accumulated and submit it to bookkeeping with the time voucher for the end of the month for payment the first pay of the following month.
- d) Employees must notify their Department Head or his/her designee at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their Department Head as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.
- e) In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Worker's Compensation Law, accrued sick leave may be utilized to maintain the difference between the worker's compensation payment and the employee's net regular salary or wage. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Worker's Compensation Law, if any. Sick leave does not accrue while an employee is receiving Worker's Compensation.
- f) After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and longevity. Sick leave does not accrue when an employee is off of work on sick leave.
- g) Abuse of sick leave is cause for dismissal.
- h) Sick leave time shall be used only in the event of the employee's illness or injury; or doctor and dental appointments as provided in Section 2 below.
- i) If terminated by the Employer, no accrued sick leave benefit will be paid to the employee. If an employee resigns or is laid off, he/she will be paid one-half (1/2) of his/her accumulated sick leave.

Section 2. 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 employee

shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

Section 3. 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 4. 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. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

Section 5. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 6. 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 vacation, 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. 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 shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

Section 7. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.

ARTICLE 18

FUNERAL LEAVE

All full-time employees will be granted, with pay, up to five (5) days in the event of death of any of the following family members:

Spouse - Mother - Father - Mother-in-Law,
Father-in-Law - Son - Daughter - Daughter-in-Law -
Son-in-Law - Sister - Sister-in-Law - Brother -
Brother-in-Law - Grandchildren - or any member of
the family living in employee's home and who the
employee is financially responsible for.

These days shall not accumulate.

ARTICLE 19

PART-TIME EMPLOYEES

Employees hired to work less than 37.5 hours per week, excluding those stated in Article 11, shall be considered part-time employees. They shall receive an hourly rate based upon the full-time employee's compensation in that position on a pro rata basis. Part-time employees shall not receive any fringe benefits such as but not limited to, vacation, holiday pay, sick leave, life insurance and health insurance.

An exception to the above is that in the event that a full-time employee who has completed six (6) months of service is involuntarily reduced to a part-time position, the Employer will provide single subscriber health insurance for that individual if they are scheduled to work more than nineteen (19) hours per week. They shall be compensated at the rate they were receiving as a full-time employee but on an hourly rate basis.

ARTICLE 20

LIFE INSURANCE

The Employer shall maintain during the term of this agreement, life insurance for full-time employees who have been employed for six (6) months or longer in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00) and Thirty Thousand and no/100 Dollars (\$30,000.00) accidental death.

Effective approximately thirty (30) days after this contract is executed by both parties in 1992, the Employer shall maintain during the term of this agreement, life insurance for full-time employees who have been employed for six (6) months or longer in the amount of Twenty Thousand and No/100 Dollars (\$20,000.00) and Forty Thousand and No/100 Dollars (\$40,000.00) accidental death and disability insurance, provided the cost does not exceed Fifty and No/100 Dollars (\$50.00) per month for both UAW bargaining units. At any time that the cost is above Fifty and No/100ths Dollars (\$50.00), the Employer may, at its sole discretion, terminate that benefit and revert back to Thirty Thousand and No/100 Dollars (\$30,000.00) accidental death and disability insurance.

ARTICLE 21

RETIREMENT/PENSION

The Employer shall continue the retirement program presently in effect as of 1-1-86 for full-time employees in the bargaining unit. This program is provided through the Municipal Employees' Retirement System, Plan C-2 (B-1 base); F55 with twenty-five (25) years of service. Effective October 1, 1994, the B-2 program shall be implemented, unless notice is provided as stated below, with the Employer paying up to 1.4% of the B-2 cost and employees shall pay any cost over 1.4% by payroll deduction. The Union shall notify the Employer in writing on or before December 31, 1992, if it does not want the B-2 benefit as noted above and instead will receive a one-half percent (.5%) wage increase on October 1, 1994. The Employer and employees shall continue to make the same financial contributions to the retirement plan as in effect on 1-1-86 in addition to the cost for the B-2 program.

ARTICLE 22

VACATION LEAVE

Full-time employees shall be eligible for paid vacation days after one (1) year of service is completed (Anniversary date of employment). (No paid vacation in the first year of employment). If time off is permitted to be taken by the Employer during the first year, the wages SHALL BE DEDUCTED from the employee's check.

After completion of one (1) year - full-time employees shall be entitled to six (6) days paid vacation upon their Anniversary Date.

After completion of two (2) years - full-time employees shall be entitled to twelve (12) days paid vacation upon their Anniversary Date.

After completion of five (5) years - full-time employees shall be entitled to eighteen (18) days paid vacation upon their Anniversary Date.

A maximum of five (5) vacation days may be carried over into the next anniversary year and must be used within that next anniversary year. However, it shall be within the Department Head's sole discretion whether or not to allow the up to five (5) days of vacation to be carried over. Any unused vacation time over that five (5) days shall be lost and not paid for.

All vacations must be approved by the Department Head as to the time and length of vacation.

Holidays falling within a vacation period shall not be counted as a vacation day, but shall be a paid holiday.

Upon termination of employment, accrued vacation will be prorated for time earned and paid accordingly. An exception to the above vacation payout shall be that no accrued vacation shall be paid upon termination of employment for misconduct or conviction of a felony.

Vacation Scheduling. Requests for vacation of five (5) days or longer shall be made to the Department Head at least ten (10) working days prior to the beginning of the requested vacation. The Department Head shall approve or deny the request within four (4) working days. Department Heads may grant vacations at their discretion, considering the employee's wishes and efficient operation of the Department. A Department Head may assign a vacation period to employees whenever necessary to insure there shall be no excess vacation time at the conclusion of the employee's next anniversary date. A vacation may not be waived by an employee and extra pay received for work during that period. An employee may use vacation only with the prior approval of his/her Department Head.

ARTICLE 23

HOLIDAYS

Section 1. Holiday Schedule. Full-time employees who have been employed for six (6) months or longer shall receive their regular rate of pay for each of the following recognized holidays:

1. New Year's Day (January 1)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Good Friday P.M.
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4)
7. Labor Day (1st Monday in September)
8. Veteran's Day (November 11)
9. Thanksgiving Day (4th Thursday in November)
10. Friday following Thanksgiving
11. December 24 - Effective 1988
12. Christmas Day (December 25)
13. December 31 - P.M.

Section 2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- a) An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- b) The employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday.

- c) The employee must not be on a leave of absence, layoff, or disciplinary suspension.
- d) No employee will be eligible for holiday pay prior to his/her completion of six (6) months of employment or longer.
- e) If the holiday falls on Saturday, employees will celebrate the holiday on Friday. If the holiday falls on Sunday, Monday shall be observed as the holiday.
- f) 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 3. Department Heads may require employees to work on paid holidays.

ARTICLE 24

MEDICAL COVERAGE

Section 1. Medical Insurance. Full-time employees who have been employed for six (6) months or longer are eligible for medical insurance as stated below. Effective April 1, 1989 health insurance shall commence for new hires approximately ninety (90) days after employment excepting that health insurance shall commence upon the date of hire as a regular full-time employee if that employee was previously employed performing bargaining unit work as a temporary employee for a minimum of sixty (60) days of work immediately prior to being hired as a regular full-time employee.

The Employer's obligation to pay the premiums on the medical insurance does not include nor cover children of the employee over age nineteen (19).

The Employer has a self-funding health insurance plan which provides the following:

- (1) MVF 1 Master Medical
- (2) Basic Optical
- (3) Preferred Dental
- (4) \$2.00 Co-pay Prescription. Effective June 1, 1989 change to \$5.00 co-pay and no co-pay for generic drugs.
- (5) ML Rider
- (6) VST Rider shall be eliminated effective April 1, 1989.

- (7) FAE/RC Rider
- (8) PPNV and MMC Riders
- (9) Mandatory second surgical opinion, out-patient surgeries and pre-admission testing programs may be added and required by the Employer at any time.

The Board of Commissioners reserves the right to change carriers, provided that the same basic coverage remains. The Employer shall give thirty (30) calendar days prior notice to the Union before it changes insurance carriers.

Full-time employees electing not to receive the above stated health insurance coverage shall receive the payment arrangements stated in Attachment A. Employees electing such payment may be required to sign a waiver form supplied by the Employer. No other benefits or payment shall be provided to employees receiving or electing not to receive health insurance benefits. Attached hereto, labeled Attachment A, is the health insurance reimbursement policy which is incorporated into this contract.

Section 2. Health Insurance for Retirees. The above health insurance may be continued by a person who retires from County employment by paying premiums quarterly, in advance, to the County Clerk's Office. Retiree is defined as being eligible under the MERS program guidelines to retire and receive retirement benefits from the County immediately.

Section 3. Health Insurance Coverage for Laid Off Employees. Health insurance will be continued by the Employer for a laid off employee for two (2) months following layoff.

ARTICLE 25

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 26

WAGES

The wage rates are attached hereto, labeled Attachment B, and it is incorporated into this contract.

(A) 1-1-95: A lump sum payment of Six Hundred Thirty Four Dollars (\$634) less taxes shall be paid to each employee employed upon the date of ratification by both parties (November 21, 1994). This will not be added to the salary scale. The \$634 payment will be made by January 15, 1995.

(B) 1-1-96 - a three percent (3%) increase is provided.

The Employer may exercise the right to hire a new employee at a higher wage step within the Unit.

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 hired after January 1, 1987 shall be required to live within the boundaries of the County of Clare as a condition of continued employment within six (6) months after completion of the probationary period.

ARTICLE 30

INCLEMENT WEATHER

The Board of Commissioners through its Chair, reserves the right to close the Courthouse and not require employees to work in the event

of inclement weather. If the Chair of the Board of Commissioners authorizes the same, he/she shall notify WKKM, Radio Station 92.1 MH2 to carry that news by 7:00 A.M. The Employer will pay employees for the time they were normally scheduled to work. The decision to close or not close is not grievable and is within the sole discretion of the Board Chair.

ARTICLE 31

LICENSING AND DUES

After 12/22/87, costs of state or County licensing fees or membership dues required to qualify in order to carry out employment requirements shall be borne by the Employer.

ARTICLE 32

LONGEVITY

Definition of Longevity. Longevity shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire. "Continuous service" means an employee's uninterrupted full-time service from his/her last date of hire.

To be eligible for longevity, an employee must be employed the first pay period in December and on the payroll. The only exception is if a person retires from County service and is receiving retirement benefits. Under such circumstances, they shall receive their longevity on a pro rata basis.

Longevity Plan. The Employer will provide a Longevity Plan for full-time employees who have been employed full-time continuously prior to December 31, 1983 as provided below; any persons hired on or after January 1, 1984, are not eligible for longevity.

After (3) years of continuous service - 2.5% of total Base Pay.

After (7) years of continuous service - 5.0% of total Base Pay.

After (10) years of continuous service - 7.5% of total Base Pay.

After (15) years of continuous service - 10% of total Base Pay.

Notwithstanding any other provision contained hereunder, the annual longevity pay shall not exceed One Thousand Four Hundred and No/100ths (\$1,400.00) Dollars.

Loss of Longevity. An eligible employee's longevity shall automatically terminate for any of the following reasons:

- a) If he/she is discharged and the discharge is not reversed;
- b) If he/she is absent for any two (2) consecutive unauthorized working days, unless an excuse acceptable to the Department Head is presented;
- c) If he/she fails to notify the Department Head for two (2) consecutive working days that he/she will not be reporting for work, unless an excuse acceptable to the Department Head is presented;
- d) Failure to return on the required date following an approved leave of absence, vacation, or a disciplinary layoff, unless an excuse acceptable to the Department Head is presented;
- e) If he/she has been on layoff status for a period of two (2) years and is not recalled to work.

ARTICLE 33

TRANSPORTATION AND OTHER EXPENSES
WHILE ON COUNTY BUSINESS

Expenses in addition to mileage may be allowed to employees attending conferences, workshops, and schools held outside Clare County when such attendance has prior approval of the Board of Commissioners.

Reimbursable expenses which may be allowed while attending such meetings are the following items:

Registration Fees	Bridge and Road Tolls
Mileage at \$.22 rate for private auto through April 30, 1989	Parking Fees
<u>Meals and Lodging</u>	
Lodging	Actual conference rate for single occupancy
Breakfast	5.00 (plus tax)
Lunch	8.00 (plus tax)
Dinner	12.00 (plus tax)

Total meals not to exceed \$25.00 per day (plus tax)

All expenses must be accompanied by receipts in order to be eligible for reimbursement of the expenses noted above.

Employees must fill out the "Clare County Travel and Expense Voucher" (Obtain from Clerk's Office or Board of Commissioners).

Employees must complete the travel voucher and attach all receipts, sign, have Department Head approval by signature and turn in to the bookkeeping department of the County Clerk on or before the Wednesday before the second Monday of the month. If these are not in by then, they will be held until the next month's meeting.

Mileage for authorized private auto use for County business shall be at the IRS rate effective May 1, 1989. Any change in the IRS rate (up or down) shall go into effect after being published by the IRS (not the effective date of the IRS rate).

All items must be approved 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

PERSONAL LEAVE DAYS

Personal Days For Personal Business or Emergencies. Each full-time employee, after completion of one (1) year of employment and subject to the below, will be credited with three (3) days per year (with pay) for emergencies or for personal business. These days must be taken one (1) day at a time and require prior approval of the employee's Department Head if it is not an emergency. In the event of an emergency, the employee shall call in and notify his/her supervisor as soon as possible. In case of termination of employment no payment for personal days shall be made.

Personal days will not accumulate if not taken. Upon an employee's anniversary date, he/she will be credited with three (3) personal leave days to use for Personal Business or Emergencies to their next Anniversary Date.

ARTICLE 36

COMP. TIME

Compensatory Time. Any employee who has prior approval of their Department Head to work more than forty-five (45) hours in a pay week, may take time off at the rate of time and one-half (1-1/2) hours for

each hour of work over forty-five (45) in that pay week. 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. The maximum accumulated compensatory allowed is fifteen (15) hours at any one time.

ARTICLE 37

MILITARY RESERVE TRAINING

A full-time employee who has been employed for six (6) months or longer with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government base paid wage received for this service during this period. If such military wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

ARTICLE 38

FAMILY AND MEDICAL LEAVE

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

ARTICLE 39

BULLETIN BOARD

A bulletin board sized 18 x 24 may be installed in the copier room at UAW expense to be used for only UAW meeting notices, social events, and results of UAW elections. The Employer reserves the right to remove any materials not conforming to the above or any materials which is derogatory. The Employer shall determine the location in the copier room. Materials may be removed by the Employer after thirty (30) days. All materials shall be dated.

ARTICLE 40

TERMS OF THIS AGREEMENT

Section 1. This Agreement shall become effective upon execution of the parties, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1996.

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:

_____ Date

_____ Date

_____ Date

Robert A. Hallett 12-21-94
Date

Joe Wyle 12-5-94
Date

FOR THE EMPLOYER:

Edmund L. Neiland 12-19-94
Chairperson, Clare Date
County Board of Commissioners

Thomas M. Carr 12-19-94
County Clerk-Register Date
of Deeds

ATTACHMENT A

HEALTH INSURANCE REIMBURSEMENT POLICY

A. Full-time employees may elect not to take health insurance coverage. Full-time employees employed on or before January 1, 1984 who elect not to take full family health insurance coverage, shall receive compensation as follows:

- 1) If the employee elects not to receive any health insurance coverage for an entire year, that employee shall receive One Thousand Nine Hundred Seventy-Five and No/100ths (\$1,975.00) Dollars under the terms and conditions stated hereunder.
- 2) If the employee receives two (2) person coverage for an entire year, that employee shall receive Two Hundred Sixteen and No/100ths (\$216.00) Dollars under the terms and conditions stated hereunder.
- 3) If the employee receives single subscriber health insurance coverage for an entire year, that employee shall receive One Thousand One Hundred Seventy-Five and 64/100ths (\$1,175.64) Dollars under the terms and conditions stated hereunder.

In order to be eligible to receive the above payment, the employee must still be employed on December 31st. The payment will be made in December of each year. If an employee is employed for less than the entire year, or in the event that the employee elects to stop taking health insurance for part of the year, that employee shall receive a prorata amount for the period of time in which he/she did not receive health insurance.

B. Full-time employees employed after January 1st, 1984 who elect not to take any health insurance for the entire year shall be eligible to receive Eight Hundred and No/100ths (\$800.00) Dollars if employed

the first pay period in December and on the payroll. Such payment shall be made in December of each year. Example: If an employee takes single subscriber health insurance, they receive no reimbursement; if the employee takes two (2) person coverage, they receive no reimbursement; if an employee takes full family coverage, they receive no monetary reimbursement. It is only under the circumstances where they do not take any health insurance, are they eligible to receive the Eight Hundred and No/100ths (\$800.00) Dollars as noted above.

If an employee is employed for less than the entire year, or in the event that the employee elects to stop taking health insurance for part of the year, that employee shall not receive a prorata amount for the period of time in which he/she did not receive health insurance.

C. An employee electing not to take health insurance will only be able to re-enroll under the terms and conditions provided for by the insurance carrier. It is the employee's responsibility to determine what those conditions are for re-enrollment.

ATTACHMENT B

WAGES

Employees are paid on a bi-weekly basis.

	<u>Start</u>	<u>1-1-95</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
Veterans Affairs Director	19,134.17	19,761.12	21,014.67	22,268.58	
Animal Control Director	16,272.30	16,899.28	18,152.77	19,406.73	
Chief Deputy County Clerk	17,206.01	17,832.99	19,086.52	21,465.51	
Chief Deputy Drain Commissioner	16,708.82	17,335.85	18,589.38	19,843.32	
Building Inspector	20,310.95	20,937.92	22,191.45	23,445.39	
Electrical Inspector	15,708.91	16,335.85	17,589.38	19,406.73	
Gypsy Moth Coord.	19,793.34	20,420.70	21,674.22	22,928.16	
Equalization Dept. Assistant Director	19,032.46	19,612.21	20,771.08	21,930.04	

	<u>Start</u>	<u>1-1-96</u>	<u>1 yr</u>	<u>2 yrs</u>	<u>3 yrs</u>
Veterans Affairs Director	19,708.20	20,353.96	21,645.11	22,936.64	
Animal Control Director	16,760.47	17,406.26	18,697.36	19,988.93	
Chief Deputy County Clerk	18,881.04	19,526.80	20,817.93	22,109.48	
Chief Deputy Drain Commissioner	17,210.09	17,855.93	19,147.07	20,438.62	
Building Inspector	20,920.28	21,566.06	22,857.20	24,148.76	
Electrical Inspector	16,760.47	17,406.26	18,697.36	19,988.93	
Gypsy Moth Coord.	20,387.14	21,033.33	22,324.45	23,616.01	
Equalization Dept. Assistant Director	19,603.44	20,200.58	21,394.22	22,587.95	

LETTER OF UNDERSTANDING
BETWEEN
CLARE COUNTY BOARD OF COMMISSIONERS
AND
UAW INTERNATIONAL, LOCAL 1974,
UNIT II (SUPERVISORY)

THIS LETTER OF UNDERSTANDING, dated this 17th day of January 1995, is executed between the Clare County Board of Commissioners (hereinafter referred to as the "Employer"), and the UAW International, Local 1974, Unit II, (hereinafter referred to as the "Union").

In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. ARTICLE #34 - Longevity - To drop the sentence stating "To be eligible for longevity an employee must be employed the first pay period in December and on the payroll.", and add the following:

"Longevity will be paid on the employee's anniversary date. This will take effect on January 1, 1995 for all employees currently receiving longevity. The employee will receive their year's longevity on their anniversary date instead of in December. The only exception is if a person retires from County service and is receiving retirement benefits. Under such circumstances, they shall receive their longevity on a pro rata basis."

2. All other terms and conditions specified in the Collective Bargaining Contract between the parties shall remain in full force and effect, except as stated above.

UAW INTERNATIONAL, LOCAL
1974, UNIT II

BY Robert A. Hallett, Unit II Chair

BY _____

BY _____

CLARE COUNTY BOARD OF
COMMISSIONERS

BY Bert Kortés
BERT KORTES, CHAIRMAN
BOARD OF COMMISSIONERS