

12/31/89

IOSCO COUNTY BOARD OF COMMISSIONERS
AND ELECTED OFFICIALS

January 1, 1987 - December 31, 1989

Herbert J. Cunningham
Cecil Kennedy
Robert G. Cudney
Douglas Brown
Robert W. Pember
Larry E. Rose
Robert W. Elliott, Jr.

District 1
District 2
District 3
District 4
District 5
District 6
District 7

Charles W. Curtis

County Administrator

D. Keith Papas
Richard G. Stevens
Gary Rapp
Bonita M. Coyle

County Clerk
County Treasurer
County Prosecutor
Register of Deeds

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UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC
LOCAL 8403

BARGAINING/GRIEVANCE COMMITTEE

Roger Samuels, President
Elizabeth H. Keller

Robert D. Daleski
District 29 Staff Representative

Iosco County

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 1987, and commencing the 1st day of January, 1987, and remaining in force and effect through the 31st day of December, 1989, except as otherwise stated herein, by and between the IOSCO COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the IOSCO COUNTY PROSECUTING ATTORNEY, TREASURER, CLERK, and REGISTER OF DEEDS, hereinafter referred to as "ELECTED OFFICIALS", and sometimes referred to together with the BOARD OF COMMISSIONERS as "EMPLOYER", and the UNITED STEELWORKERS OF AMERICA, AFL-CIO-CLC, hereinafter referred to as the "UNION".

Section 1. RECOGNITION. The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in regards to wages, hours and other terms and conditions of employment, for all full-time and regular part-time bookkeepers, microfilm operators, clerks, maintenance employees, building safety employees, animal shelter caretaker, secretaries, clerk typists, bookkeeper-clerk, secretary/accounts receivable clerk, description clerks, appraisers and all deputy clerks in the office of Treasurer, Clerk, Register of Deeds, Equalization, Prosecuting Attorney, Office of Cooperative Extension, but excluding all supervisors as defined in the Act, elected officials, confidential employees,

the Administrative Assistant to the Board of Commissioners and the Secretary to the Board of Commissioners.

Section 2. AID TO OTHER UNIONS. The Employer will not aid, promote or finance any other labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

Section 3. AGENCY SHOP

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

B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

C. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under

this contract or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

Section 4. CHECKOFF.

Temporary employees and grant funded employees shall not be required to pay Union dues or a representation fee, except as otherwise provided in this agreement. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit either the Union's dues or representation fee, subject to all of the following conditions:

A. The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof, and provide such forms to the Employer.

B. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee equal to dues upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract and, if more, any additional sum not attributable to the above shall be subject to the Union's internal rebate procedure.

C. The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. In that event, payment will be deducted from the next available paycheck. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

D. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

E. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.

Section 5. MANAGEMENT RIGHTS. The management by the Employer, the determination of all matters of management policy; the services to be furnished; the nature and number of facilities and departments to be operated and their location; the direction of the working force, including only by way of

illustration and not by way of limitation, the right to hire, discipline, suspend or discharge non-probationary employees for just cause, and to discharge probationary employees with or without cause, promote, transfer or layoff employees, or to reduce or increase the size of the working force; to establish reasonable rules and regulations, or to make judgments as to the ability and skill, is within the sole prerogatives of the Employer, provided however, that they will not be used in violation of any specific terms or conditions of this Agreement. The Employer shall be the exclusive judge of all matters pertaining to the services that it provides, the methods, processes and means of providing service, the schedules and standards of work, methods, processes, means and materials to be used, and except as prohibited by specific terms or conditions in this Agreement, the Employer shall have the right to continue and maintain its services and operations as in the past and prior to the execution of this Agreement with the Union and it shall also have the right to study and use different methods and equipment and use outside assistance (sub-contracting). It is understood that except as expressly limited by the specific terms and conditions in this Agreement, the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights to manage the County's operations.

Section 6. SPECIAL CONFERENCES. Special conferences for important matters will be arranged between the Unit Chairman

of the Union and the Employer or its designated representative, upon request of either party and agreement of both parties.

Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the International Union.

Section 7. GRIEVANCE COMMITTEE MEMBER AND ALTERNATE.

A. Grievance Committee Members will be elected by the rules of the union.

B. A Grievance Committee Member during working hours, not to exceed one (1) hour per day or two (2) hours per week, without loss of time or pay may in accordance with the terms of this Section investigate and present grievances to the Employer upon receiving permission from his Department Head. The privilege of Grievance Committee Members leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused.

Section 8. UNION BARGAINING TEAM. The Union Bargaining Team will consist of no more than three (3) County employees or two (2) County employees and an outside representative.

Section 9. GRIEVANCE PROCEDURE

A. Definition of Grievances. The term "grievance" as used in this Agreement is defined as a claim of a violation of a specific Article and Section of this Agreement. Any grievance filed shall name the employee(s) involved, identify the specific provision(s) alleged to have been violated and shall briefly but adequately set forth the facts giving rise to the grievance, shall state the contention of the employee and of the Union, shall indicate the relief desired and shall be signed by the employee(s) where the employee is a grievant. All grievances shall be commenced within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, or seven (7) working days from the date when the employee should reasonably have known of the occurrence.

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

C. Procedure for Grievances.

Step 1. The Union shall present the grievance in writing to the employee's Department Head or his/her designated representative and a copy to the County Administrator within seven (7) working days after the occurrence of the circumstances giving rise to the grievance, or seven (7) working days from the date when the employee should reasonably have known of the occurrence with the specifics as required above. The Department Head or their representative shall have ten (10) working days to answer in writing to the local president with a copy to the International Representative.

Step 2. If the Union is not satisfied with the answer of the Department Head, it may appeal to the County Administrator within ten (10) working days of receipt of the Department Head's answer. Said appeal shall be filed in writing and a copy also filed with the Department Head. A meeting shall then be held within twenty-one (21) working days of said appeal between the County Administrator, the Department Head or his representative, the employee, and the grievance committee members from the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Union's attorney and/or Business Representative, and the County attorney and no more than two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10)

working days of the appeal to the local Union president with a copy to the International Representative.

Step 3. If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Department Head and County Administrator of their desire to arbitrate within fifteen (15) working days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service under its rules. The decision of the arbitrator shall be final and binding upon all parties.

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

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

F. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. His powers shall be limited to deciding whether the Employer has violated the express Articles

and Sections of this Agreement, it being understood that any matters not specifically set forth herein remain within the reserved rights of the Employer. 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. 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 shall have no power to establish wage scales or change any wage. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by the Agreement, shall be final and binding upon the Union, the employee or employees involved, and the County.

G. Exclusive Remedy. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue a legal or statutory remedy under Federal or State civil rights legislation or before the Federal or State administrative agency, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

Section 10. NO STRIKE CLAUSE. The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, concerted use of paid or unpaid work time, restriction of work, or interference with the operations of the Employer. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or picketing or refusal to perform work because of a labor dispute between the Employer and any other labor organization whether or not the other labor organization establishes a picket line.

The Union agrees it will take prompt affirmative action to prevent or stop strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees who violate this section, provided that the discipline may be the subject of a grievance under the Grievance Procedure. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction in addition to any other remedies it may have.

The Employer in consideration of the Union and employees observance of the above agrees not to lockout employees. This provision shall not apply in the event of any violation of the No Strike Clause set forth above.

Section 11. COMPUTATION OF BACK WAGES. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate and in any event, the County shall not be required to pay back wages prior to ten (10) days prior to the date the written grievance was filed.

Section 12. PROBATIONARY PERIOD. All employees shall be considered probationary employees until the employee has completed one hundred twenty (120) working days of actual work performed on the job. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Department Head. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

Section 13. LOSS OF SENIORITY. An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause.
- C. If he/she is absent for three (3) consecutive working days without properly notifying the Employer and without supplying a satisfactory reason for such absence.

D. If he/she fails to return to work within three (3) working days from the specified date following the termination of any leave of absence or vacation, unless otherwise excused.

E. If he/she is on continuous layoff for a period of two (2) years or the length of his/her seniority, whichever is less.

Section 14. LAYOFF PROCEDURE.

A. In each department, strict seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred into the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights outside a department for employees who are laid off. If an employee is laid off under this provision, he shall be afforded an opportunity to demonstrate his ability to perform in another classification within the department occupied by an employee with less departmental seniority than the employee so laid off if in the determination of the department head the employee requesting such trial opportunity possesses the minimum qualifications for the position.

B. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person. In the event of recall, two (2) weeks notice mailed to

his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

Section 15. PROMOTIONS

A. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the five (5) day posting period. The Employer reserves the right to hire and/or promote the person who it believes is best suited for the position from either within or outside of the bargaining unit.

B. Following promotion or transfer of an employee in the bargaining unit, a ninety (90) day trial period will be observed under the same conditions as in the case of new employees.

C. Employees of Iosco County not covered by this Agreement who are promoted or transferred into the bargaining unit covered by this Agreement shall retain their anniversary date for purposes of vacation and longevity determination under this Agreement. In no event shall such benefits exceed those allowable under this Agreement.

Section 16. PROGRAMS FUNDED BY STATE OR FEDERAL GOVERNMENT

A. The Employer reserves the right to hire or use the services of persons whose positions are funded by a State

or Federal grant and those persons shall not be subject to the terms and conditions of employment set forth herein nor covered by this Agreement unless such employee is continuously employed in excess of one year.

Section 17. CO-OP STUDENTS

A maximum of two (2) co-op students shall be utilized at any one time by the Employer and shall be excluded from and not subject to the provisions of this Agreement. Additional co-op student placement shall be considered and determined by special conference as provided by Section 6.

Section 18. EMPLOYEE TRANSFERS.

A. Temporary transfers within or between Departments are those which are for a period of less than thirty working days. Permanent transfers within or between Departments are those which are for a period in excess of thirty working days.

B. Temporary transfers of employees may be made by the Employer within or between Departments without making pay adjustments.

C. In case of permanent transfer to a higher grade, the employee will advance to the step in the new grade which will result in a wage increase of at least \$.25 will thereafter progress in steps by the length of service indicated on the pay schedule between the new pay grade and the next pay grade step.

Section 19. VETERANS.

A. The Employer shall adhere to all mandatory state and federal laws dealing with military leaves of absence.

B. Non-probationary employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on fulltime active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is permitted under this provision.

Section 20. UNPAID LEAVES OF ABSENCE. Leaves of absence, if mutually agreed upon by the Union, the Board of Commissioners and the employee's Department Head, for reasonable periods not to exceed one (1) calendar year may be granted for good cause without loss of seniority. Seniority will not accrue while on a leave of absence. Requests for consideration for additional leave of absence must be submitted and will be considered separately. All leaves of absence shall be without pay and without continuation and/or accrual of fringe benefits such as but not limited to vacation, sick leave and insurances. Insurance coverage will terminate for employees on unpaid leave of absence or lay off upon expiration of the premium period which immediately follows the premium period in which the last day worked prior to the leave or lay off occurs. If the employee desires to continue their health insurance coverage,

he/she shall pay the premiums.

Section 21. PHYSICAL AND MENTAL EXAMINATION. The Employer reserves the right to require an employee, at the Employer's expense, if not covered by 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) if following return from sick leave it appears that the employee is having difficulty in performing his/her duties. 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.

Section 22. MATERNITY LEAVE. Maternity leave will be subject to the provisions of Sections 20, 21, and 24.

Section 23. UNION LEAVE. Members of the Union elected to Local Union positions or selected by the International Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary unpaid leaves of absence for periods not to exceed ten (10) days per year* and upon their return shall be re-employed at work with accumulated seniority and no loss of benefits. *At least four (4) weeks prior notice must be given to the Employer where possible.

Section 24. SICK DAYS.

A. An employee shall accumulate one day of sick leave per month (8 hours leave if eleven or more days worked at 8 hours, 7 hours otherwise), but not more than twelve days per year.

B. Should the employee take paid sick days during his/her first year of employment, the employee shall first sign an agreement that the amount of paid sick days shall be deducted from their last pay check(s) should they leave employment of the County before they have completed one (1) year of employment.

C. Sick leave shall be kept track of in terms of hours.

D. Accumulation of sick days shall not exceed one hundred and twenty (120) days.

E. Upon retirement, death, or voluntary termination after ten (10) years service, an employee (or heirs in the event of death) shall be paid for one-half of unused sick leave days at the employee's average salary rate over the preceding five (5) years of employment.

F. One (1) hour toward sick leave for every thirty (30) hours worked (including Holidays) for regular part-time employees.

G. Sick days may not be used for vacations but may be used for medical or dental appointments. Not less than one hour shall be used for these purposes on each occasion.

Section 25. DOCTOR'S CERTIFICATE. In the event that an employee's absence charged to sick leave exceeds three (3) days, or in cases of suspected abuse, the employee shall provide a certificate from a doctor confirming illness at the request of the Employer. In the event of an abuse of sick leave, a denial of paid sick leave shall occur and the Employer may take other appropriate disciplinary action.

Section 26. FUNERAL LEAVE. In the event of death in the immediate family, an employee shall be allowed three (3) days paid leave. The immediate family means wife, husband, child, brother, sister, father, mother, father-in-law, mother-in-law, step-children, grandparents, grandchildren, or permanent member of the employee's family. One (1) day paid leave will be allowed for the day of the funeral for a sister-in-law, brother-in-law, aunt, uncle, niece or nephew of the employee.

Section 27. HOLIDAYS AND PERSONAL LEAVE DAYS

A. The following shall be designated and observed and paid as holidays:

Presidents Day	Day after Thanksgiving
Veterans Day	Thanksgiving
Day before Christmas*	Memorial Day
Christmas Day	Independence Day
Half Day before New Years Day	Labor Day
New Years Day	

*Except Monday Christmases.

B. In addition to the above, after completion of the probationary period, each employee shall be granted two (2) personal days per year which may be taken in one-half (1/2) day increments.

C. Each full-time employee who does not work on a holiday shall be paid for these holidays at his regular straight time rate of pay. A part-time employee shall be paid for a holiday if it falls on a day he would have worked and the part-time employee shall be paid for such holiday the amount he would have received at his straight time hourly rate working his regular hours on that day.

D. County employees who work on a holiday shall receive pay at one and one-half (1 1/2) times their regular hourly rate for all hours worked. By mutual consent, an employee may take compensatory time off equal to one and one-half (1 1/2) times the amount of hours worked in lieu of the aforementioned time and one-half (1-1/2) pay for hours worked.

E. If the holiday falls on Sunday, it shall be celebrated on Monday. If the holiday falls on Saturday, it shall be celebrated on Friday.

F. An employee must actually work the regularly scheduled day before and after a holiday to be eligible for holiday pay unless otherwise excused by their Department Head.

G. Personal days do not accumulate if not taken within one (1) year from the anniversary date when earned.

Section 28. VACATIONS.

A. Vacation pay is a benefit granted to employees who successfully complete one (1) year of employment. Vacation leave will be credited to an employee on his/her anniversary date after completing one (1) year of employment.

B. Vacation for a regular part-time employee shall be as follows:

<u>HOURS WORKED PER YEAR</u>	<u>AFTER 1 YEAR</u>	<u>2-5 YEARS</u>	<u>6-10 YEARS</u>
456-910	2 days	4 days	6 days
911-1367	3 days	6 days	9 days
1368-1820 and up	4 days	8 days	12 days

Regular part-time employees may, at their option, accumulate vacation periods up to and including twenty-five (25) days vacation.

C. Vacations for regular full-time employees are to be earned on the following years of service:

After 1 year	5 working days
2 through 5 years	10 working days
6 through 10 years	15 working days
11 years to retirement	15 working days plus one day per year for each additional year after 10 years employment

Maximum earned vacation not to exceed twenty-five (25) working days per year.

D. Recognized County holidays falling within the vacation period are not considered vacation days.

E. Vacation may be taken in a minimum of one-half (1/2) day increments with the approval of the Department Head and employee.

F. Full-time employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation, provided that employees must take at least five (5) earned vacation days each calendar year. However, no employee shall take more vacation leave than has been accumulated.

G. In the event an employee becomes disabled on vacation and provides a doctor's certificate verifying the number of days sick, he/she shall be placed on sick leave accordingly and the vacation shall be rescheduled.

Section 29. WORKWEEK, WORKDAY, WORKING HOURS AND BREAKS

A. Working Hours. The working hours for all full-time employees shall remain at thirty-five (35) hours per week. If a justifiable need arises that would require an office to work more than thirty-five (35) hours, but not to exceed forty (40) hours per week, on a regular basis, the Board of Commissioners will notify the Union before such a change is put into effect.

B. Workweek and Workday. The workweek shall be Monday through Friday. The workday shall be 9:00 a.m. to 5:00 p.m., with the exception of those offices that have complied with Section 29A of this Agreement.

C. Breaks. Each employee shall be entitled to a mid-morning and mid-afternoon break of fifteen (15) minutes each. Timing of employee breaks shall be at the discretion of the Department Head.

Section 30. PART-TIME EMPLOYEES.

A. Regular Part-Time Employees. Regular part-time employees shall be those who normally work at least fourteen (14) hours per week. Regular part-time employees will be given as much notice as possible regarding the days they are to work.

B. Swing Positions. The Employer shall utilize a maximum of four (4) regular part-time employees. In the event the total hours regularly worked by the regular part-time employees exceeds the total equivalent hours of two (2) full time employees, then a swing position shall be created between two or more departments, which position shall receive full-time wages and benefits.

Section 31. OVERTIME.

A. A fair distribution of overtime by Department will be allocated to perform the work most efficiently and to

afford all employees a fair portion of the overtime within classification whenever practicable.

B. One and one-half (1 1/2) times the straight time hourly rate shall be paid for all hours worked over eight (8) hours per day and forty (40) hours in any one week. For purposes of computing overtime, all holidays, vacation days, funeral leave and sick leave designated in this Agreement shall be considered as days worked, provided these days fall within the regular scheduled workweek.

C. By mutual consent, an employee may take compensatory time off equal to one and one-half (1 1/2) times the amount of hours worked in lieu of the aforementioned time and one and one-half (1 1/2) pay for hours worked.

Section 32. CALL-BACK PAY. When an employee is called for work outside of his regular shift, he shall receive the applicable rate of pay with a minimum guarantee of one and one-half (1 1/2) hours pay.

Section 33. HOURS OF NEGOTIATION. Hours of negotiation will be at the convenience of both parties.

Section 34. WORKER'S COMPENSATION.

A. In the event an employee sustains an occupational injury, he or she will be covered by applicable workers' compensation laws.

Section 35. SAVINGS PROVISION.

If any provision of this Agreement is invalid by operation of law or found invalid by any board 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.

Section 36. HOSPITALIZATION INSURANCE.

A. The County shall provide all full-time employees covered under this Agreement and their families with Blue Cross-Blue Shield Hospital and Surgical Insurance Plan MVF1, with the following Riders:

Rider ML - Member Liability
Rider MM - Master Medical
Rider OBO - Pre- and Post-Natal Care
Rider PDP - \$2.00 co-payment

or its equivalent. A full-time employee eligible for the above coverage who has similar coverage available through a spouse employed by an employer other than Iosco County and who does not elect to participate in the above plan shall receive in lieu thereof \$750.00 per premium coverage year. The election may be made each coverage year during the enrollment period.

B. All regular part-time employees may, at their option, purchase Blue Cross-Blue Shield or its equivalent through the County plan at cost.

C. Notwithstanding any provision of this Section, the County shall have the right to secure equivalent coverage

from another insurance carrier in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the County will notify the Union of the equivalent coverage and will provide a written summary regarding such coverage and will, upon request, discuss such coverage at a special conference.

D. Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to the County. No claims dispute between the carrier and the employee shall be subject to the Grievance Procedure.

E. Dental Insurance. Each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross-Blue Shield Comprehensive Preferred, CR-50-50-50 MBL \$800 or equivalent. Fifty (50%) percent of the cost of such plan shall be borne by the Employer, and fifty (50%) percent of the cost shall be borne by the employee. In any event, the Employer's cost shall not exceed \$15.00 per month per employee.

Section 37. MILEAGE. The Employer shall pay twenty (\$.20) cents per mile or any higher rate if established by the Board of Commissioners for all County employees who are required to use their own vehicles for County business.

Section 38. NON-DISCRIMINATION. The County and the Union agree not to discriminate against any employee because of race, color, national origin, religious or political affiliation, sex, age, marital status, Union membership, non-membership, participation or non-participation in the Grievance Procedure as required by law.

Section 39. JOB-RELATED COURSES. Reimbursement for course work initiated or requested by an employee may be paid up to \$150 per year for tuition/books for any course related to an employee's job with the written consent of the Department Head and approval of the Board of Commissioners, and upon successfully completing such courses. It is understood that if the employee resigns or is terminated within one (1) year following the completion of the course work, the employee will reimburse the County for the full amount paid by the County for all course-related expenses, including, but not limited to, tuition, books, room and board, and mileage in one lump sum to be deducted from the employee's final pay check(s). It is understood that any books or materials purchased by the County will remain the property of the County.

Section 40. BULLETIN BOARD. The County will allow the Union to use one bulletin board for posting notices of official union business.

Section 41. JURY AND WITNESS DUTY. The Employer will pay to an employee performing jury or witness duty requiring absence from the regularly scheduled work, the difference

between the employee's regular rate of pay during such absence and the amount received by the employee from such jury or witness duty. The employee must return to work if he receives only one-half (1/2) day jury duty or witness pay for that day. In the event an employee is subpoenaed as a witness in a non-employment related capacity, the above provision is limited to five (5) work days.

Section 42. PENSION. Pension benefits as presently provided by the County will be continued.

Section 43. LIFE INSURANCE.

A. The County will provide Ten Thousand and No/100 (\$10,000.00) Dollars group term life insurance for all full-time employees covered by this Agreement who have completed their probationary period, with such coverage to begin on the first day of the month in which the employee completes his probationary period. The County will continue the current AD&D policy as is currently in effect.

B. Notwithstanding any provision of this Section, the County shall have the right to secure equivalent coverage from another insurance company in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the County will notify the Union of the equivalent coverage and will provide the Union a written summary regarding such coverage, and will, upon request, discuss each coverage.

C. Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period of other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier, to change carriers and to become self-insured. No claims dispute between the carrier and the employee shall be subject to the Grievance Procedure.

Section 44. CAPTIONS. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

Section 45. RECLASSIFICATION AND NEW CLASSIFICATION. Requests by the Union for reclassification will be considered once a year and shall be reviewed by a joint committee consisting of the County Administrator, the Department head, and two (2) union representatives. The Board of Commissioners within its sole discretion shall make the final determination on a request for re-classification following consideration of the recommendation made by the joint committee.

If the County desires to establish new classifications for existing filled positions during the life of this Agreement, the County agrees to meet with the Union Bargaining Committee to define the classifications and the rate of pay.

Section 46. LONGEVITY. All eligible regular full-time employees in the active service of the Employer shall receive an annual longevity payment as follows:

<u>Service</u>	<u>Bonus</u>
After five years of continuous service through nine years	\$160
After ten years of continuous service through fourteen years	\$320
After fifteen years of continuous service through nineteen years	\$480
After twenty years of continuous service	\$640

Said annual payments shall be paid in a lump sum on or before December 30 of each year. Calculations shall be based on years of continuous service completed (seniority date) as of the last day of the first pay period ending in December.

An employee on an approved leave of absence without pay of three (3) months or more will remain eligible for longevity payment on a prorated basis for the straight time worked that year if otherwise eligible for longevity.

Pro Rata Payment. Pro rata payments in case of retirement or death shall be made as soon as is practicable thereafter.

Section 47. WAGES.

A. Effective January 1, 1987, wages shall be as follows:

<u>SALARY GRADE</u>	<u>HIRE RANGE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
01	4.20	4.59	4.73	4.86	4.99
02	4.37	4.77	5.02	5.15	5.26
03	4.74	5.17	5.33	5.49	5.60
04	5.13	5.51	5.64	5.80	5.98
05	5.64	5.84	6.01	6.19	6.38
06	6.02	6.21	6.42	6.62	6.83
07	6.26	6.48	6.70	6.92	7.13
08	6.54	6.75	7.00	7.20	7.43
09	6.87	7.10	7.31	7.53	7.76
10	7.13	7.39	7.63	7.86	8.11
11	7.47	7.72	7.97	8.21	8.48
12	7.79	8.06	8.31	8.59	8.86
13	8.09	8.35	8.63	8.92	9.21
14	8.39	8.64	8.95	9.25	9.56
15	8.69	8.93	9.27	9.58	9.91
16	8.99	9.22	9.59	9.91	10.26
17	9.34	9.67	9.91	10.24	10.61

Part-time employees rate will be based upon Salary Grade 03 rates. Step increases will be paid effective the first day of the pay period following the pay period when the part-time employee has worked the following hours:

0 - 909 hours	Hire rate
910 - 1819 hours	6 months
1820 - 3639 hours	1 year rate
3640 - 5459 hours	2 year rate
5460 - hours or more	3 year rate

The preceding rates include deputy differentials which will not be paid in addition to them.

B. The County Board of Commissioner acknowledges the right reserved statutorily by the County Clerk, Treasurer,

Register of Deeds, and County Extension Agent to appoint their deputy, which right shall be at the sole discretion of the incumbent of the above specified positions.

C. Each full-time and regular part-time non-probationary employee in active service on the date of execution of this agreement shall receive a one time lump sum payment of \$294.00 on the first feasible payroll date following execution of this agreement.

D. Effective January 1, 1988, wages shall be increased by an increment of 2% of the 1987 wage scale as follows:

<u>SALARY GRADE</u>	<u>HIRE RANGE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
01	4.28	4.68	4.82	4.96	5.09
02	4.46	4.87	5.12	5.25	5.37
03	4.83	5.27	5.44	5.60	5.71
04	5.23	5.62	5.75	5.92	6.10
05	5.75	5.96	6.13	6.31	6.51
06	6.14	6.33	6.55	6.75	6.97
07	6.39	6.61	6.83	7.06	7.27
08	6.67	6.89	7.14	7.34	7.58
09	7.01	7.24	7.46	7.68	7.92
10	7.27	7.54	7.78	8.02	8.27
11	7.62	7.87	8.13	8.37	8.65
12	7.95	8.22	8.48	8.76	9.04
13	8.25	8.51	8.80	9.09	9.39
14	8.55	8.81	9.12	9.43	9.75
15	8.86	9.10	9.45	9.77	10.10
16	9.16	9.40	9.78	10.10	10.46
17	9.52	9.86	10.10	10.44	10.82

Part-time employees rate will be based upon Salary Grade 03 rates. Step increases will be paid effective the first

day of the pay period following the pay period when the part-time employee has worked the following hours:

0 - 909 hours	Hire rate
910 - 1819 hours	6 months
1820 - 3639 hours	1 year rate
3640 - 5459 hours	2 year rate
5460 - hours or more	3 year rate

The preceding rates include deputy differentials which will not be paid in addition to them.

E. Effective January 1, 1989, wages shall be increased by an increment of 2% of the 1988 wage scale as follows:

<u>SALARY GRADE</u>	<u>HIRE RANGE</u>	<u>6 MONTHS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
01	4.37	4.77	4.92	5.06	5.19
02	4.55	4.97	5.22	5.36	5.48
03	4.93	5.38	5.55	5.71	5.82
04	5.33	5.73	5.87	6.04	6.22
05	5.87	6.08	6.25	6.44	6.64
06	6.26	6.46	6.68	6.89	7.11
07	6.52	6.74	6.97	7.20	7.42
08	6.80	7.03	7.28	7.49	7.73
09	7.15	7.38	7.61	7.83	8.08
10	7.42	7.69	7.94	8.18	8.44
11	7.77	8.03	8.29	8.54	8.82
12	8.11	8.38	8.65	8.94	9.22
13	8.41	8.68	8.97	9.27	9.57
14	8.72	8.98	9.30	9.61	9.94
15	9.03	9.28	9.63	9.96	10.30
16	9.34	9.58	9.97	10.30	10.66
17	9.71	10.05	10.30	10.64	11.03

Part-time employees rate will be based upon Salary Grade 03 rates. Step increases will be paid effective the first day of the pay period following the pay period when the part-time

employee has worked the following hours:

0 - 909 hours	Hire rate
910 - 1819 hours	6 months
1820 - 3639 hours	1 year rate
3640 - 5459 hours	2 year rate
5460 - hours or more	3 year rate

The preceding rates include deputy differentials which will not be paid in addition to them.

Section 48. SUBCONTRACTING. The Employer 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 Employer, 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. Employer agrees to provide advance notice of intent to subcontract and union has the right to request discussion of intended activity.

Section 49. GENDER CLAUSE. Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

Section 50. TERMS OF THIS AGREEMENT.

A. This Agreement shall become effective on January 1, 1987, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December, 1989.

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

ORIGINAL HAS BEEN SENT TO UNITED STEEL WORKERS FOR THEIR SIGNATURES.

Cheryl Stephens
4/6/87

IN WITNESS WHEREOF, the parties have set their hands this
1st day of April, 1987.

To be signed by elected officials and Board of Commissioners.

IOSCO COUNTY

UNITED STEELWORKERS OF AMERICA,
AFL-CIO-CLC LOCAL 8403

By Herbert J. Cunningham
Herbert J. Cunningham
District 1 Commissioner

By _____

By Cecil Kennedy
Cecil Kennedy
District 2 Commissioner

By _____

By Robert G. Cudney
Robert G. Cudney
District 3 Commissioner

By _____

By Douglas Brown
Douglas Brown
District 4 Commissioner

By _____

By Robert W. Pember
Robert W. Pember
District 5 Commissioner

By _____

By Larry E. Rose
Larry E. Rose, Chairperson
Board of Commissioners
District 6

By _____

By Robert W. Elliott, Jr.
Robert W. Elliott, Jr.
District 7 Commissioner

By _____
Robert D. Daleski
District 29 Staff Representative

By D. Keith Papas
D. Keith Papas
County Clerk

By Roger Samuels
Roger Samuels, President

By Richard G. Stevens
Richard G. Stevens
County Treasurer

By Elizabeth H. Keller
Elizabeth H. Keller
Negotiating Representative

By Gary Repp
Gary Repp, Prosecutor

By Bonita M. Coyle
Bonita M. Coyle
Register of Deeds