

COUNTY

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AGREEMENT BETWEEN COUNTY OF OGEMAW

and

UNITED STEELWORKERS OF AMERICA

AFL-CIO-CLC

Ogemaw County

Effective: January 1, 1986

Terminates: December 31, 1987

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AGREEMENT

THIS AGREEMENT by and between the County of Ogemaw, Michigan, hereinafter referred to as the Employer, and the United Steelworkers of America, AFL-CIO-CLC, on behalf of Local Union 8569, hereinafter referred to as the Union is entered into this 22nd day of April, 1986.

WITNESSETH: It is the intent and purpose of the parties hereto that this Agreement shall maintain and improve the harmonious relationship of the Employer and its employees.

Nothing contained herein shall be construed to deny or restrict to any employee rights he may have under applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Therefore, the Employer and the Union together set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment.

ARTICLE I - RECOGNITION

Section 1: Bargaining Unit - Recognition - Pursuant to and in accordance with all applicable provisions of Act 423 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in respect to wages and hours, and other terms and conditions of employment of all full time and regular part-time employees including deputy clerks, clerical, field and custodial employees but excluding supervisors as defined in the Act and elected officials.

Section 2: Responsibilities - The Employer agrees that it will not discriminate in any manner against any person in its employ by reason of his or her membership and activity in the Union, and the Employer further agrees that it will not in anyway interfere with the organization of the Union, and that it will not wilfully commit any act intended to undermine the Union. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Employer and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, age, sex, union membership or political affiliation. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

ARTICLE II - CHECKOFF AND UNION SECURITY

Section 1: Checkoff - The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 5 (b) below, the Employer agrees to deduct the monthly service fee as designated in said authorization. Deductions shall be made each payday.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Employer agrees promptly to remit to the International Treasurer of the Union, Five Gateway Center, Pittsburgh, Pennsylvania, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

Section 2: Notice to Union of New Employees - Newly hired employees will be given a Union authorization card or a service deduction card and the Financial Secretary of the Local Union will be notified in writing, if they so request, a listing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

Section 3: Indemnification and Hold Harmless Clause - The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Employer by the Union, or for the purpose of complying with any provisions of this Article.

Section 4: Union Membership Present Members - Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 5: Union Membership New Employees - (a) Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of their employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

(b) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, they may refuse, without being in violation of the previous paragraph and provided that on the thirtieth (30th) day after the signing of this agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization form authorizing the deduction of service fees equivalent to the initiation fee and periodic membership dues uniformly required of all Union members.

(c) In the event an employee refuses to comply with Section (a) or (b), they shall be subject to discharge only after official notice from the International Union.

Section 6: Work by Non-Unit Personnel - It is not the intent of the Employer to deprive any member of the bargaining unit work by assigning work normally performed by a member of the bargaining unit to a non-bargaining unit person. However, due to the nature of the operations it may become necessary for non-bargaining unit

personnel to perform work that is normally assigned to employees covered by this Agreement, provided that the performance of such work by a non-bargaining unit employee does not result in the displacement of an employee from the bargaining unit.

ARTICLE III - GRIEVANCE HANDLING

Section 1: Grievance Committee - The Grievance Committee will be allowed time off with prior approval of the Employer during working hours without loss of pay when necessary to perform duties as provided in the grievance procedure.

Section 2: Grievance Procedure

Step 1 - an employee with a grievance shall first discuss it with his immediate supervisor with or without a Union representative. The immediate supervisor shall make a decision within three (3) days.

Step 2 - If no satisfactory settlement is obtained in Step 1, the representative and/or the aggrieved employee will next take up the grievance with the Department Head. At this stage, the grievance will be presented in writing and a written decision shall be given by the Department Head within three (3) days.

Step 3 - If no satisfactory settlement is obtained in Step 2, the aggrieved employee and/or their chosen representatives will next take up the grievance with the Board of Commissioners or their designees. They shall give an answer in writing within two weeks, unless the parties mutually agree to extend the time.

Step 4 - If no satisfactory settlement is obtained in Step 3, the services of the State Labor Mediation Service may be secured by either party within thirty (30) days of receipt of the answer in Step 3, unless extended by mutual agreement.

Step 5 - In the event the dispute shall not have been satisfactorily settled in Step 4, the matter shall then be appealed to an impartial arbitrator to be appointed by mutual agreement of the parties hereto within thirty (30) days of receipt of the answer in Step 4, unless extended by mutual agreement. The decision of the arbitrator shall be final. The expenses and salary incident to the services of the arbitrator shall be paid jointly by the Employer and the Union. In the event the Employer and the Union are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The Employer shall strike two (2) and the Union shall strike two (2), the remaining member shall then be designated as the impartial arbitrator.

Section 3: Right to Representation - Any employee or group of employees may request the presence of the Chairperson of the Grievance Committee or other committeeperson and such request shall not be denied by the Employer.

ARTICLE IV - DISCHARGE AND DISCIPLINE CASES

Section 1: Discharge as a Grievance - In the event a member of the unit shall be discharged from their employment from and after the date hereof, such discharge shall constitute a case arising under the method of adjustment of grievances as herein provided. The Union committeeperson will be immediately notified, in writing, of such discharge by the Department Head.

Section 2: Discharge Notice - In all cases of discharge, a grievance, if any, must be filed in writing within ten (10) working days of the receipt of the notice of discharge provided in Section 1 above.

ARTICLE V - LEAVES OF ABSENCE WITH PAY

Section 1: Paid Sick Leave - Each employee will earn one (1) work day of paid sick leave for each calendar month of employment. Paid sick leave payments will be calculated at the rate of the job the employee last held prior to receiving such payment. During any full month in which an employee is in a non-pay status, no sick leave shall be accumulated for said month.

Unused paid sick leave shall be accumulative to a maximum of ninety-six (96) working days.

It is understood by the parties that the County may request, at their option, a doctor's slip from any employee who is on sick leave for more than ten (10) consecutive working days.

An employee returning to work from paid sick leave will assume the classification they previously held.

Sick leave may be used for doctor's appointments, physical checkups and dental work. A minimum of one (1) hour may be scheduled, and all time off will be charged in one (1) hour increments, even though the employee may actually use less time.

Section 2: Unpaid Sick Leave - Any employee whose absence extends beyond the period for which paid sick leave compensation is received shall be granted an unpaid sick leave as is necessary for a complete recovery up to a maximum of one (1) year upon approval of the Board of Commissioners. An employee returning to work from an unpaid sick leave will assume a classification similar to the one they previously held.

Section 3: Paid Sick Leave Incentive Plan - Employees are entitled to use their earned paid sick leave when necessary. In recognition of replacement costs that may be incurred by the Employer,

a schedule of payment for unused accumulated paid sick leave is agreed to as an incentive to employees to minimize their use of paid sick leave. Therefore, within fifteen (15) days from the time an employee dies, the Employer shall pay to their estate the employee's unused accumulated sick leave at Thirty and NO/100 (\$30.00) Dollars per day. It shall also be the policy to pay Thirty and NO/100 (\$30.00) Dollars per day, paid in December of each year, for all accumulated unused sick days earned above the ninety-six (96) day maximum. Such payments shall be made by separate check.

Any employee who retires and has ten (10) years of seniority, and a voluntary quit who has given twenty-one (21) days notice shall within fifteen (15) days be paid for all unused accumulated sick leave at Thirty and NO/100 (\$30.00) Dollars per day.

Section 4: Family Illness Leave - A maximum of ten (10) days of paid sick leave per calendar year shall be granted for illness of immediate family members (as defined in Section 5 below). Such leave shall be chargeable against accumulated sick leave .

Section 5: Funeral Leave - When a death occurs in the employee's immediate family, the employee shall be entitled to three (3) working days off with pay. Additional time may be authorized by the Department Head. Immediate family is parent, wife or husband and children. Three (3) days off with pay shall be allowed for family members as follows: Sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. An employee will be allowed one (1) working day to attend the funeral of a close relative provided such funeral day is a normal day of work.

Section 6: Jury and Witness Duty - The Employer will pay to an employee performing jury or witness duty the employee's regular earnings and the amount received by the employee from such jury or witness duty will be signed over to the County, provided that such duty causes the employee to be absent from work.

Section 7: Leaves Considered Time Worked - It is agreed that time spent on leaves authorized in this Article V shall be considered as time worked for purposes of applying all other provisions of this Agreement.

ARTICLE VI - MATERNITY LEAVE OF ABSENCE

Section 1: Maternity Leave - Employees who become pregnant shall be permitted to work during pregnancy, provided their physician certifies that they are physically capable of fulfilling their required work schedules. In case of question, the County may require the employee to be examined by a physician of its choice at County expense. Such employees shall be permitted to take a leave of absence up to a maximum of one (1) year, whenever their physician certifies that they are not physically capable of fulfilling their required work schedule. Employees must indicate when they intend to return to work after termination of pregnancy. Employees must return to employment at the end of their stated leave. The employee must furnish the Employer with a doctor's statement that they are physically able to return to work without restrictions or limitations. Seniority will accumulate during such leaves.

A maternity leave of absence will be terminated if an employee does not return at the end of their maternity leave.

Employees shall be permitted to utilize sick time and/or vacation time for such absence, after which the unpaid leave starts.

ARTICLE VII - LEAVE OF ABSENCE WITHOUT PAY

Section 1: Personal Leaves - Leaves of absence without pay for a bona-fide reason (which shall not include employment for another employer) shall be granted to employees for periods of not to exceed ninety (90) working days per calendar year. Such leave shall not involve loss of seniority and must be approved in writing by the Board of Commissioners. Such leaves may be extended for ninety (90) day periods upon written approval of the Employer.

Section 2: Conference and Convention Leaves - Upon advance notice and approval by the Board of Commissioners, leaves of absence, without pay, for a period not to exceed fifteen (15) days will be granted to employees to attend Union conferences and conventions. Seniority will accumulate during such leaves.

Section 3: Military Leave - Employees who are drafted into the armed forces will be granted a leave of absence for their tour of duty. Seniority will accumulate during such leaves. Employees returning from the military armed services must indicate that they are ready, willing and able to return to County employment within thirty (30) days after release from the service.

Section 4: Military Reserve Leave - Any employee who is a member of the National Guard or of a reserve unit of the armed forces who is called to active duty will be given time off without compensation to fulfill their obligation.

ARTICLE VIII - SENIORITY

Section 1: Principle of Seniority - The aim and purpose of this Article is to provide an equitable measure of each employees'

investment in the Employer's operations based on their length of service. Therefore, it is agreed that whenever the Employer reduces (layoffs) or increases (recalls) any of the work force, the principle of seniority shall prevail provided the employee retained or recalled is capable of doing the work. Further, seniority is recognized as one of the factors in the award of jobs.

Section 2: Probationary Employee - An employee shall be considered on probation for the first 180 calendar days of employment during which period they shall have no seniority. The Employer's right to discipline or discharge a probationary employee shall not be subject to the grievance procedure under this Agreement, except in cases involving discrimination in application of this Agreement as noted in Article I, Recognition, Section 2: Responsibilities. After the employee has completed the first 180 calendar days of employment they shall be deemed an employee and their name shall be placed on the seniority list. All fringe benefits and all other rights shall commence 31 days from the date of employment.

Section 3: Substitute Employee - A substitute employee shall be one who is employed on a temporary basis for 180 calendar days or less to fill a vacancy created by a regular employee who, under the terms of this Agreement is on a personal or medical sick leave of absence or vacation and whose employment will terminate upon the return of the regular employee to that position. As with probationary employees, the Employer's right to discipline or discharge a substitute employee shall not be subject to the grievance procedure under this Agreement. Substitute employees shall have no fringe benefits.

Section 4: Employee - Employee, as distinguished from a probationary employee or substitute employee, shall include those people within the bargaining unit who have completed a minimum of 180 calendar days of employment as a probationary employee.

Section 5: Part-time Employees - A part-time employee shall be any employee who is regularly scheduled to work not more than twenty-one (21) hours per week. Part-time employees shall have no fringe benefits. Part-time employees will be paid in accordance with the appropriate wage schedule and will receive increases in accordance with the schedule.

Section 6: Union Security Seniority - In order to avoid a layoff only, one designated Union representative shall be considered to have the highest seniority in the bargaining unit during their term of office, provided they are capable of doing the work. The seniority right granted under this section may not be used for promotional purposes.

The Union will provide the Employer with the name of the employee covered under this section.

Section 7: Tied Seniority - In the event that a determination must be made regarding employees having the same seniority date, the tie will be broken by an agreed upon method.

Section 8: Loss of Seniority - All of an employee's seniority shall terminate upon the occurrence of any of the following:

- (a) Voluntary quit or failure to return from leave of absence, or failure to report for three (3) consecutive working days without the approval of the Department Head unless

circumstances make it unreasonable or impossible to report.

(b) Discharge for just cause

(c) Retirement

(d) Acceptance of a position with the Employer that is not in the bargaining unit if that position is held over 90 calendar days

(e) Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record.

(f) Layoff exceeding two (2) years

Section 9: Seniority List - An up-to-date seniority list of all employees who have completed their probationary period shall be provided the Union.

Section 10: Filling Vacancies or New Openings - Permanent jobs (vacancies or new openings) within the bargaining unit shall be filled on the basis of necessary qualifications by posting notice of same. Where there is more than one qualified applicant for the job (vacancy or new opening), the applicant with the most seniority will be awarded the job.

Section 11: Job Posting - When a permanent job is to be filled, the Employer will post a notice on the bulletin boards giving all employees with seniority an opportunity of making application for the job by filing the appropriate application form. The job posting notice will show the shift, hours of work, classification, rate and

necessary qualifications for the job vacancy. All posted vacancies shall be filled by the qualified bidder having the most seniority. During the bidding period the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a classification shall be given 30 working days to perform the job. If such employee fails to adequately perform the job within said period, they shall be returned to their previous position without loss of seniority rights.

Section 12: Notice of Force Reduction - In the event of a force reduction, the Employer will give the employees at least twenty-one (21) calendar days written advance notice.

Section 13: Reductions (Layoffs) - Should it become necessary for the Employer to reduce any of the work force, such reduction shall begin with the employee with the lowest seniority within the classification being reduced. Employees so reduced may, on the basis of their seniority, bump into another classification. An employee bumping into a classification shall be given thirty (30) working days to perform the job. If such employee fails to adequately perform the job in said period, they shall be reduced without loss of seniority rights.

The names of employees laid off in the order of their seniority shall be placed on the recall list in the order of their seniority.

EXCEPTION: When employees being paid through CETA funding are no longer eligible for such CETA funding, they will not be eligible to bump any employee.

ARTICLE IX - OVERTIME

Section 1: Overtime Distribution - It is the intent of the Employer and the Union that necessary overtime work be accomplished and that such overtime shall be distributed as nearly equally as practicable. The Employer will give notice of overtime requirements as far in advance as possible. Employees are expected to work a reasonable amount of overtime when requested. The Employer will give consideration to any reasonable request of an employee to be excused from overtime work, but in any event will excuse an employee from overtime work on occasions when it is evident that working overtime would cause the employee hardship or serious inconvenience.

Section 2: Overtime Records - Records of overtime shall be kept by the Department Heads and made available to the Union on request. All refused overtime hours must be recorded as overtime worked.

Section 3: Overtime Penalty Pay

(a) An employee shall be paid at time and one-half (1-1/2) his regular hourly rate for all authorized time worked in excess of

- 1) seven (7) hours in a work day
- 2) seven (7) consecutive hours
- 3) thirty-five (35) hours in a work week

(b) An employee shall be paid at twice his hourly rate (2) for all authorized time worked on a Sunday or day recognized as a paid holiday.

(c) Employees required to perform official duties of the County Clerk's office in General Election Day shall be paid their regular rate of pay for all regular hours worked and at time and

one-half their regular hourly rate for all hours worked in excess of their regular hours.

ARTICLE X - WORKING CONDITIONS

Section 1: Safety - The Employer shall provide a place of employment and equipment that is reasonably free of physical and health hazards. The Employer and the Union shall establish a Joint Safety and Health Committee. This committee shall meet periodically to discuss safety and health conditions.

Section 2: Workday - Employees are expected to work one seven (7) hour shift per workday. A workday is a 24 hour period from 12:01 AM to 12:00 midnight, Monday through Friday.

Section 3: Hours of Work - The workday for office and day personnel shall be seven (7) hours as follows:

Starting time	8:30 AM
15 min. break - midway between	8:30 AM and 12:00 noon
One hour lunch period	
15 min break - midway between	1:00 PM and 4:30 PM
Ending time	4:30 PM

When necessary and upon approval of the Board of Commissioners, hours of work for employees may be changed to accomodate the public or other governmental units.

The workday for afternoon custodial personnel shall be seven (7) hours as follows:

Starting time	4:30 PM
15 min. break - midway between	4:30 PM and 8:00 PM
30 min. unpaid lunch period between	8:00 PM and 9:00 PM
15 min. break - midway between	9:00 PM and 12:00 midnight
Ending time	12:00 Midnight

Section 4: Workweek - the workweek shall be from 12:01 AM, Monday morning to midnight Sunday evening.

Section 5: Payday - Employees shall be paid on a bi-weekly pay period.

Section 6: Attendance - Employees are expected to avoid unjustifiable absences and should notify their immediate supervisor of any necessary absence from work.

Section 7: Worker's Compensation - The Employer will provide Worker's Compensation coverage for all employees. Time lost due to a compensable injury will be considered as time worked.

Section 8: Mileage and Travel Allowance - Employees required to travel in the performance of their duties shall be reimbursed for mileage in the use of their private automobile, lodging and meals in accordance with the then current reimbursement schedule of the State of Michigan used for its employees.

ARTICLE XI - HOLIDAYS

Section 1: Recognized Holidays - The following shall be recognized as paid holidays:

Day before New Years Day	Martin Luther King Day
January 1, New Years Day	Lincoln's Birthday
Washington's Birthday	Good Friday
Memorial Day	4th of July
Labor Day	Columbus Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Day before Christmas Day
	Christmas Day

Employees shall not be paid for holidays which fall during an unpaid leave.

Holidays which fall on Sundays will be observed on the following Monday. Holidays which fall on Saturday will be observed on the preceding Friday. When New Year's Day and/or Christmas Day fall on Saturday or Sunday and are observed on either Friday or Monday, the two paid holidays, the day before New Year's Day and the day before Christmas Day will not be in effect.

Section 2: Personal Holidays - Employees will be granted three (3) personal holidays per anniversary year. Employees shall give the Employer two (2) days notice prior to use of any personal day. Personal Days may be used in one-hour increments, but may not accumulate. Days not taken in the anniversary year shall be lost.

ARTICLE XII - VACATIONS

Section 1: Vacation Schedule - The amount of paid vacation employees are eligible for shall be determined on their anniversary date in each calendar year except that employees are eligible for their first paid vacation leave if they have completed six months of employment. Thereafter the following schedule shall apply:

6 months to 1 year employment	3 working days
1 year through 4 years employment	10 working days
5 years or more employment	15 working days plus 1 day for each year in excess of 5 years seniority up to a maximum of 23 days.

Section 2: Scheduling Vacation - Scheduling vacation is a mutual responsibility of the employee and the supervisor. Vacation may be taken all at once or scheduled throughout the calendar year, but vacation may not be used for less than a one-half day period. Vacation schedules must be approved by the supervisor who will give consideration to the employee's request and the need to maintain service. In no case shall an employee forfeit paid vacation leave eligibility due to a lack of approval by supervision. Seniority shall prevail in the event of schedule conflicts between employees.

Section 3: Miscellaneous Vacation Rules - Vacation days may not accumulate from year to year and any unused vacation days will be paid at the employees regular rate of pay on each and every anniversary date in a separate check. If employment is terminated due to death or retirement or the employee terminates as a voluntary quit with 21 days advance written notice, such employee will be paid for all unused paid vacation leave. If a paid holiday falls within the vacation period, the employee shall be eligible for an additional day of paid vacation leave. Should an employee become ill while on vacation, said employee shall be placed on sick leave and allowed to take their vacation at a later date.

ARTICLE XIII - INSURANCE

Section 1: Hospitalization - The County will pay in full hospitalization (Blue Cross) and (Blue Shield) including Master Medical, Prescription Drug Program \$2.00 co-pay, and Rider FAE-RC, for all employees and their families.

Employees presently not enrolled in the Plan will be paid

the difference between \$200.00 and the pro-rata amount already paid in 1986 through normal payroll. Such payment will be made as soon as possible after the effective date of this contract. Beginning with the first full pay following the 1987 Blue-Cross/Blue-Shield open enrollment period, and each annual open enrollment period thereafter, employees not enrolled in the program will be paid the sum of \$400.00. In the event an employee receives payment and subsequently enrolls in the program before the next open enrollment period, said employee shall refund the entire \$400.00 to the County.

Section 2: Retiree Hospitalization

Beginning with the effective date of this contract, the County will pay full hospitalization (Blue Cross) and (Blue Shield), including Master Medical, Prescription Drug Program \$2.00 co-pay, and Rider FAE-RC for all former retired employees and all future retirees. Payment shall be limited to the retiree only. Retirees shall be responsible to pay for the difference between single, and 2-party or family coverage as the case may be. The County's liability for payment is further limited to the Blue Cross-Blue Shield rate in effect for retirees age 55 or older and retirees age 65 and older on the effective date of the contract. (For reference said rates are approximately \$72.80 and \$38.75 per month respectively).

Section 3: Optical Insurance - As soon as possible after the effective date of this contract, the County will provide all employees and their families with a Blue-Cross/Blue Shield Vision Care Program Series A-80.

Section 4: Life Insurance - Beginning January 1, 1987, the County will pay the full cost of term life insurance in the amount of Ten Thousand and NO/100 (\$10,000.00) Dollars for each employee.

Section 5: Dental Insurance - Beginning January 1, 1987, the County will pay the full cost of Michigan Blue Cross-Blue Shield Dental Plan for a single subscriber with the following dental benefits:

No Deductible: The Blue Cross and Blue Shield of Michigan Dental Plan pays reasonable charges for covered expenses with NO deductible.

Coinsurance

Class I: Diagnostic services, preventive services, and palliative treatment are covered at 75% of reasonable charges.

Class II: Restorative, endodontic, periodontic services, oral surgery, repairs, adjustments and relining of dentures and bridges and adjunctive general services are covered at 75% of reasonable charges.

Class III: Construction and replacement of dentures and bridges covered at 75% of reasonable charges.

Class IV: Orthodontic services are covered at 50% of reasonable charges.

Annual Maximum - Each member is entitled to maximum benefits of \$1,000.00 every contract year.

Orthodontic Lifetime Maximum - Each member (up to age 19) has a lifetime maximum of \$1,000.00 available for orthodontic services.

Section 6: Employee Contribution to Insurance Costs -

Beginning January 1, 1987, any increase in the existing, or over the initial cost of insurance benefit (hospitalization, life, optical and dental) shall be paid by the employee up to a maximum employee contribution of \$5.00 per pay.

ARTICLE XIV - PENSIONS

Section 1: Retirement - All regular employee shall be

covered by the Michigan Municipal Employees Retirement System under the C-2 Plan with a B-1 Base and a F-55 (formerly 47F) Rider (full retirement at age 55 with 15 years service). Employee contributions to the Plan shall be made at the rate of 4% of payroll (rather than 3% on the first \$4,200.00 and 5% thereafter.)

ARTICLE XV - MISCELLANEOUS PROVISIONS

Section 1: Lunch Room - The County shall furnish the

employees with a room to be used for breaks and meals.

Section 2: Time Clocks - All employees covered by the

contract shall record their time into the County Building and out of the County Building by use of the time clock and their individual time card located across from the County Clerk's office.

Section 3: Bargaining Committee - The members of the

unit who are members of the Bargaining Committee shall be paid for time spent during working hours negotiating with the County or its representative.

ARTICLE XVI - WAGES

Section 1: Wages for 1986 - Will be in accordance with

the schedule attached hereto marked EXHIBIT A.

Section 2: Wages for 1987 - The hourly rates will be in-

creased by three (3) per cent over those shown on EXHIBIT A less

the initial hourly cost of the dental and life insurance coverages. Said costs shall be computed by dividing the total annual cost for said coverages by 1820 hours and rounding said hourly cost, i.e., (dental - estimated cost 8¢ per hour based on 1986 cost figures - 12.07 per month x 12 ÷ 1820).

ARTICLE XVII - DURATION

Section 1: Duration of Agreement - This Agreement shall become effective on the 15th day of January, 1986, and remain in full force and effect to and including the 31st day of December, 1987, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than 60 days prior to the expiration date of this Agreement, or not less than 60 days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Employees and the Union shall commence no later than thirty (30) days prior to the expiration date in the year in which the notice is given.

COUNTY OF QGEMAW

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

[Signature]
[Signature]

Wanda S. Mizik
Carol Poling
Howard W. Wilkins
Shirley Cromwell

... continuation ...

UNITED STEELWORKERS OF AMERICA
AFL-CIO-CLC

SALARY SCHEDULE

Salary Schedule for 1986

		<u>Per Hour Rounded</u>
<u>Clerical</u>		
Hire thru probation	10,920.00	6.00
Balance of 1st year	11,634.00	6.39
2nd year	12,605.00	6.93
3rd year	13,575.00	7.46
4th year	14,546.00	7.99
 <u>Fieldman</u>		
New thru probation	13,650.00	7.50
Balance of 1st year	14,427.00	7.93
2nd year	15,807.00	8.69
3rd year	16,028.00	8.81
4th year	16,247.00	8.93
 <u>Inspector</u>		
New thru probation	14,560.00	8.00
Balance of 1st year	15,445.00	8.49
2nd year	16,908.00	9.29
3rd year	17,128.00	9.41
4th year	17,348.00	9.53
 <u>Custodian</u>		
New thru probation	11,375.00	6.25
Balance of 1st year	12,245.00	6.73

SALARY SCHEDULE

PAGE 2 - Custodian continued ...

		<u>Per Hour Rounded</u>
2nd year	13,447.00	7.39
3rd year	13,667.00	7.51
4th year	13,888.00	7.63

An additional fifteen (15¢) per hour shall be paid to the Custodial Night Supervisor.

It is understood between the County of Ogemaw and the Court-house Employees Local Union No. 1569 that the above Schedule is effective for 1986 and the accompanying hourly rate is rounded off. The hourly rate is for informational purposes and is not to be used in computing overtime, etc..

JENNINGS AND ELLIAS, P. C.

ATTORNEYS AT LAW

575 COURT STREET

P. O. BOX 487

WEST BRANCH, MICHIGAN 49661

CHARLES W. JENNINGS
DEMETRE J. ELLIAS

April 15, 1986

(517) 345-5330

United Steelworkers of America
Local Union 8569

Attention: Robert Delaski
Bargaining Agent

Dear Mr. Delaski:

This letter of understanding is to clarify the County's position with respect to the F-50 Retirement Rider and benefits for part-time employees when they assume full-time status, and service date differences of five former part-time employees.

The County of Ogemaw will examine the cost of implementing the F-50 Rider for the next contract renewal, and if the Union then desires to have the Rider added to the Plan, the County will take the steps necessary to add the Rider.

Part-time employees who subsequently assume full-time status without a service break will be granted benefits in accordance with their initial date of hire.

Five present full-time employees who were formerly part-time shall have their service date adjusted to their initial hire date and shall be paid in accordance with such date. The employees and their dates are as follows: Gerald Adcock, 7-84; Thomas Mikolaiczik, 10-83; Joyce Pfliffer, 1-85; Leslie Wangler, 9-85; Vickie Willy, 10-83.

This letter shall be attached to the 1986 contract between the parties.

Yours very truly,

OGEMAW COUNTY

By: 
Charles W. Jennings

CWJ:emb
cc: file