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AGREEMENT

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY
between

Bay County

Bay County
Board of Commissioners

and

United Steelworkers
of America

Local 15157
Bay City, Michigan

January 1, 1972



*County of Bay
Bay County Bldg.
Bay City, Mich. 48706*

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AGREEMENT

This Agreement entered into this day of, 1972 by and between the County of Bay (hereinafter referred to as the "Employer") and the United Steelworkers of America, AFL-CIO-CLC, (hereinafter referred to as the "Union").

Witnesseth:

That in consideration of the mutual and reciprocal promises of the parties hereto, the parties covenant and agree as follows:

Article I — Recognition

The Employer recognizes the Union as the sole and exclusive collective bargaining agent for the purposes of collective bargaining in regards to wages, hours, and other terms and conditions of employment, for all maintenance and custodial employees and cooks (in the Sheriff's Department) all maintenance and custodial employees and Cooks, including the Department of Public Works, Drain Commission, all County employees of the Juvenile Division and Home, all clerical employees in the Probate Court, Register of Deeds, Treasurer's Office, County Clerk's office, Tax Equalization Department, Supply Department, Co-op Extension, Retirement and Pension Fund, Regional Planning, Prosecuting Attorney's Office, Circuit Court, Adult Probation, Friend of the Court, Probate Court including the Juvenile and Detention Divisions, all Mail Clerks, all employees in the Animal Shelter and Health Department, and all Janitors, but excluding the Sheriff, Under-Sheriff, Deputy Sheriffs and all Department Heads and elected officials; all Nurses in the Health Department, the Chief Deputy Clerk Probate Court, Chief Deputy Clerk Treasurer's Office, Chief Deputy Register of Deeds and Chief Deputy County Clerk, Circuit Court Administrator, all Assistant Prosecuting Attorneys, and other employees serving in administrative capacity, subject to mutual agreement of Union and Employer. The bargaining unit shall also include all employees, except department heads and their Chief deputies, of departments to come under County jurisdiction.

Article II — Aid to Other Unions

The Employer will not aid, promote or finance any 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.

Article III — 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 nor discriminate against any employee in regard to such matters.
- B. Membership in the Union is separate, apart and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.
- C. In accordance with the policy set forth under paragraphs A and B of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees and its regular and usual dues. For the present regular employees such payments shall commence thirty (30) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty (30) days following the date of employment.
- D. If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Article IV — Check-Off

The Employer agrees to deduct from the pay of all employees covered by this Agreement, the dues and initiation fees of the Union and agrees to remit to the Union all such deductions prior to the end of the month for which the deduction is made. Where laws require written authorization by the employees the same is to be furnished in the form required.

The Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Union in one lump sum. The Employer shall add to the list submitted by the Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on check-off is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

Article V — Stewards and Alternate Stewards

- A.** Stewards will be elected by the rules of the Union.
- B.** A steward, during working hours, without loss of time or pay may in accordance with the terms of this Section investigate and present grievances to the Employer upon having advised his department head of same. The department head will grant permission and provide sufficient time to the steward to leave his work for these purposes. The privilege of stewards 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. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein. Any alleged abuse by either party will be a proper subject for a special conference.

Article VI — Special Conferences

Special conferences for important matters will be arranged between the Union President and the Employer or its designated representative each month, upon request of either party and agreement of both parties. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union, with a limitation of three (3) for the Employer and three (3) for the Union. Arrangements for such special conferences 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.

Article VII — Grievance Procedure

Section I — Time of Answers

The Employer will answer in writing any grievance presented to it in writing by the Union:

- A.** By the department head within three (3) working days.
- B.** By the designated representative of the Employer within seven (7) working days from the date of the meeting at which the grievance was discussed.

Section II — Presenting a Grievance

- A.** Any employee having a grievance in connection with his employment shall present it to the Employer as follows:

Step I:

- (a) If an employee feels he has a grievance he shall discuss the grievance with the steward of the department at the beginning and/or end of the shift. Total time not to exceed one-half hour per day.
- (b) The steward shall discuss the grievance with the department head.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the Steward to the department head. The grievance must be presented in writing by the Steward to the department head within thirty (30) days after its occurrence in order to be a proper matter for the grievance procedure.

Step II:

- (a) If the department head's answer is not satisfactory the grievance may be referred to the Union President who may submit his appeal on an agenda to the Employee Relations Committee of the

Bay County Board of Commissioners. A meeting between the Union Bargaining Committee, Steward and aggrieved employee or employees, and representatives of the Employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the Employer, or his designated representative.

- (b) The Union representatives may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the meeting with the representatives of the Employer for which a written request has been made.
- (c) The Union President or his representative shall be allowed time off his job without loss of time or pay, not to exceed four (4) hours per week to investigate a grievance he is to discuss with the Employer. The department head will grant him permission to leave his work for this purpose. Any additional time needed will be granted without pay.
- (d) The International Union Representative may attend grievance hearings.

Step III — Time of Appeal:

- (a) Any grievance not appealed from an answer at the first step of the grievance to the second step of grievance within five (5) working days after such answer, shall be considered settled on the basis of the last answer and not subject to further review.
- (b) A grievance may be withdrawn, without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. within thirty (30) calendar days reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of a representative grievance. In such event, the withdrawal without prejudice will not affect financial liability.

Step IV — Grievance to Board of Commissioners:

If a grievance has not been satisfactorily settled at the Step III level, the Union shall have the option to take said grievance to the Board of Commissioners. The Board of Commissioners shall hear said grievance at their next regularly scheduled session.

Step V — Grievance to State Labor Mediation Board:

Grievance not satisfactorily settled in Step IV may be taken by either party to the State Labor Mediation Board.

Step VI — Arbitration Clause:

Grievances not satisfactorily settled in the above steps may be taken by either party to an arbitration panel. This panel to be composed of two (2) persons selected by the Union, two (2) persons selected by the County Board of Commissioners, and one (1) mutually agreeable fifth party. None of the panel members shall be members of the Union or the Bay County Board of Commissioners. The decision of the arbitration panel shall be final and binding. Costs to be shared equally by the Union and the County.

Section III — 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.

Article VIII — Seniority

Section I — Probationary Employees

- A.** New employees hired in the department shall be considered probationary employees for the first 180 days of their employment. The 180 day probationary period shall be accumulated within no more than one (1) year. When an employee finishes the probationary period, by accumulating 180 days of employment within not more than one year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day 180 days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.
- B.** The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article I of this agreement.
- C.** Seniority shall be on a Countywide basis, in accordance with the employee's last date of hire.

Section II — Seniority Lists

- A.** Seniority shall not be affected by the race, sex, marital status or dependents of the employee.
- B.** The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- C.** The Employer will keep the seniority list up to date at all times.
- D.** All officers and the bargaining committee shall exercise the highest seniority in the bargaining unit for the purpose of lay-off. This preferential seniority can be used to hold a job in the bargaining unit as long as there is work they can do.

Section III — Loss of Seniority

An employee shall lose his seniority for the following reasons only:

- A. He quits.
- B. He is discharged and the discharge is not reversed through the grievance procedure.
- C. When he retires or reaches age sixty-five (65).
- D. He is absent for five (5) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made by the Employer. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

Section IV — Layoff of Employees

Any layoff of employees shall be made by inverse order of their seniority within the county, except when normal operations of the various departments would be jeopardized. In the event of a layoff, the Employer agrees to negotiate these exceptions with the Union Bargaining Committee. No permanent employee shall be laid off from any position while any probationary, temporary or seasonal employee is still employed.

Section V — Notice of Layoff

The County shall give written notice to the permanent employee and the Union on any proposed layoff. Such notice shall state the reasons therefore and shall be submitted at least five (5) work days before the effective date thereof.

Section VI — Recall from Layoff

Permanent employees to be recalled from layoff, shall be called on the basis of required classifications and their seniority. The County shall notify them by certified mail.

Section VII — Transfers

- A. If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while transferred under the above circumstances and shall retain all right accrued for the purpose of any benefits provided for in this Agreement. He shall have a right to return to the original position within ninety (90) days of such transfer.
- B. The Employer agrees that in any movement of work not covered above in Section 7 (A), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

Section VIII — Promotions

Promotions within a bargaining unit shall be made on the basis of qualifications in each department with seniority to rule, when equally qualified. Where ability is relative-

ly equal, seniority will be the governing factor. In determining ability, the senior employee shall not be compelled to show that he has the highest ability. It will be only necessary for him to show that he has the qualification for the position applied for.

Section IX — Job Posting

When a job vacancy occurs in any department, the Employer will post a notice on the bulletin boards giving all employees an opportunity of making application for the job by filing the appropriate application form. Said notice shall be posted for a period of seven (7) working days. The job posting notice will show the classification and rate of the job vacancy. All posted vacancies shall be filled by the senior qualified bidder within three (3) days of the close of the job posting period. During the bidding period the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a change of classification shall be given ninety (90) days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, or wishes to withdraw from said job, he shall be returned to the previous or equal position without loss of seniority.

Article IX — Veterans

Section I

It is the full intention of the parties hereto to comply wholeheartedly with the national policy of expediting the veteran's re-employment. An employee returning from the Armed Forces who qualifies for re-employment rights under federal law shall have all rights and privileges provided by such law, but shall be covered only for one period of induction or enlistment by all the provisions. Upon completion of his initial period of active service, he shall be re-employed with full accumulated seniority, provided he is honorably discharged. His application for re-employment must be within ninety (90) days after he is released from such active service, and if the circumstances have not so changed as to make it impossible or unreasonable to re-employ him.

Section II

Honorably discharged veterans who apply for reinstatement as above provided, and who request additional leave, may receive reasonable leave of absence so agreed to by Local 15157 Bargaining Committee and Employer, and will be re-employed as above provided at the expiration of said leave.

Article X — Leaves of Absence

Section I

Leaves of absence, if mutually agreed upon by the Union and the Employer, for reasonable periods not to exceed one (1) year will be granted without loss of seniority for good cause, and such leave may be extended for like cause.

Section II — Maternity Leave

A. The County grants maternity leave without pay to regular full-time employees who are pregnant and who have at least one (1) year of continuous uninterrupted service in the employ of Bay County immediately preceding application for maternity leave.

B. An employee must submit a letter of application for maternity leave at least two (2) weeks prior to the start of the maternity leave. Maternity leave must start not later than the end of the seventh month of pregnancy and end not sooner than two (2) months after termination of pregnancy. Employee must furnish a substantiating statement, signed by her attending physician, stating her physical ability and fitness to return to work and to perform the duties of the job.

C. Employees must notify the County in writing at least one (1) week prior to any contemplated change in a maternity leave termination date. Any change in such termination date must be worked out and approved by the County and doctor of the employees choice.

D. If an employee fails to return to work within a six (6) month period after termination of pregnancy her employment is terminated.

E. The balance of vacation days not taken, are paid the employee at the start of maternity leave. This choice to be an option of the employee.

F. Fringe benefits will be retained but not accrued or paid during maternity leave. At the employee's option, she may carry Blue Cross-Blue Shield at her own expense during maternity leave.

G. Seniority will not accrue during maternity leave.

H. At the termination of a maternity leave, the employee will be, if possible, returned to work at the same or similar job held immediately prior to the leave. If such job is not open or available, the employee will be offered such job as may be available for which she is duly qualified. In the event no job is available maternity leave will be extended until the County has a position to offer for which the employee is qualified. Said employee then becomes eligible for unemployment compensation.

Article XI — Union Leave

Leave for Union Business. Members of the Union elected to Local Union positions or selected by the International Union positions or selected by the Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return shall be reemployed at work with accumulated seniority.

Article XII — Sick and Funeral Leave

Section I

Sick leave for each permanent employee shall be one (1) work day with pay for each month of service. For the purposes of this section, a month of service is complete when the employee has worked eleven (11) days in any one month. Any permanent employee who renders part-time services shall be entitled to sick leave pro-rated for the time actually worked at the same rate as that granted full-time employees. Unused sick leave may be accumulated up to a maximum of one hundred twenty (120) days. Any employee who is on sick leave shall be entitled to all fringe benefits as if he were working. An employee who is eligible for retirement and retires from County service and is entered on the Retirement or Pension Roll of the County, shall upon retirement be paid for one-half of his unused sick leave at the time of retirement.

An employee who dies while employed by the County shall upon death be paid for one-half of his unused sick leave at the time of death.

- (a) Any sick leave agreed to and/or accumulation which an employee has standing to his credit as per date of this Contract will be honored and accumulation will build from that date.
- (b) A probationary employee may accrue sick leave while on probation but may not use it until he has completed 180 days of service.

Section II

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 a permanent member of the employee's family.

One, day paid leave will be allowed for a sister-in-law, brother-in-law, aunt, uncle, niece or nephew of the employee.

Additional time shall be granted for extenuating circumstances. In any case, total leave not to exceed five (5) working days.

Article XIII — Working Hours

Hours of work for members of Local 15157 Bargaining Unit as of January 1, 1972 shall remain in effect. Change in hours of work shall be subject to negotiations between the Employee Relations Committee and Local 15157 Bargaining Committee.

When changes of hours of work are necessary, said change must be approved by the Employee Relations Committee and Local 15157 Bargaining Committee.

Article XIV — Holidays

The following holidays are recognized by the County:

½ day before New Years	Labor Day
New Years Day	Columbus Day
Washington's Birthday	Veteran's Day
½ day of Good Friday	Thanksgiving Day
Memorial Day	½ day before Christmas
Independence Day	Christmas Day
General Election Day (even years)	

plus three (3) personal holidays

Since Washington's Birthday was elected to be a holiday in the year 1972, this day may be taken as a personal holiday but not as pay.

- A. Each full-time employee shall be paid for these holidays at his regular straight time rate of pay, under the following eligibility requirements: He must have worked his last scheduled working day prior to the holiday, and his next scheduled working day after the holiday.
- B. County employees called on to work on a holiday shall be paid idle holiday pay and one and one-half (1½) times their regular hourly rate for all hours worked. By mutual consent an employee may take compensatory time off at time and one-half (1½) in lieu of the aforementioned time and one-half (1½) pay for hours worked.
- C. Whenever one of the designated holidays falls on a Saturday, it shall be celebrated on Friday; if the holiday fall on a Sunday, it shall be celebrated on Monday.

Article XV — Vacations

- A. After twelve (12) consecutive months of employment, each employee shall receive twelve (12) paid working days of vacation each year. Vacation leave is earned from the commencement of employment, but may not be used until an employee shall have completed one (1) year of continuous service. Vacation for an employee on staff less than one (1) year shall be based on one (1) day per month.
- B. Vacation for regular part-time employees will be prorated on the basis of forty (40) hours per week.
- C. In addition to regular vacation, merit vacation is credited for consecutive years of service and computed from January 1st of the first full year of service as follows:
- | | | |
|----------|--------------|--------------------|
| 1 year | 12 days | |
| 2 years | 12 days plus | 1 merit |
| 3 years | 12 days plus | 2 merit |
| 4 years | 12 days plus | 3 merit |
| 5 years | 12 days plus | 4 merit |
| 6 years | 12 days plus | 5 merit |
| 7 years | 12 days plus | 6 merit |
| 8 years | 12 days plus | 7 merit |
| 9 years | 12 days plus | 8 merit |
| 10 years | 12 days plus | 9 merit |
| 11 years | 12 days plus | 10 merit (Maximum) |
- D. Recognized County holidays falling within the vacation period are not considered vacation days.
- E. Vacation may be taken in any unit from one-half ($\frac{1}{2}$) day up to the maximum earned for that year.
- F. Employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation, provided that all employees must take at least six (6) vacation days each and every calendar year. However, no employee shall take more vacation leave than has been accumulated.

Article XVI — Overtime

- A. A fair distribution of overtime will be allocated to perform the work most efficiently and to afford all employees a fair portion of the overtime within classification whenever practicable, on departmental basis.
- B. Time and one-half 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, holidays, vacation days, funeral leave and sick time designated in this contract shall be considered as days worked, provided these days fall within the regular scheduled work week.
- C. When the employee's work schedule is changed for the convenience of the County, he shall be paid one and one-half ($1\frac{1}{2}$) times for the hours worked. If shifts are adjusted, it shall be by mutual consent.

Article XVII — Hours of Negotiations

Hereafter all contract negotiations will be held between the hours of 2:00 P.M. and 8:00 P.M., or at other times convenient to the County and to the Union.

Article XVIII — Stand-By Pay (Animal Shelter)

Two (2) hours stand-by pay at the regular hourly rate for one man, Monday through Saturday; three (3) hours for Sundays and Holidays.

Stand-by pay to be over and above any pay collectible under the terms of this Agreement for call-in of any nature.

Article XIX — Severability

If any of the provisions of this contract are found to be illegal by a Court of competent jurisdiction or the State Labor Board, said illegal portion may be stricken and all other provisions shall remain in full force and effect.

Article XX — General

- A.** The County shall furnish at no cost to the employee and dependents for the duration of the contract, the following benefits: Michigan Hospital Services, Inc. Blue Cross, Comprehensive Hospital Care Certificate, Semi-Private room accommodations, Michigan Medical Care Services, Inc. (Blue-Shield) MVF-1 preferred benefit care certificate with riders ML and Master Medical, and the Family continuation rider. (Option 4)
- B.** The Employer shall provide and maintain all required special uniforms. The Employer shall also provide and maintain foul weather gear" for recreational and maintenance department personnel where needed.
- C.** The Employer shall pay twelve (12) cents per mile for all County employees who are required to use their own vehicles for County business. The Employer shall purchase blanket liability insurance coverage covering any County employee who uses his private vehicle for County business. Such coverage shall indemnify the employee against any third-part action arising out of an accident or injury occurring in the course of County employment.
- D.** When an employee is called for extra work outside of his regular shift, he shall receive the applicable rate with a minimum guarantee of one and one-half hours pay.

- E. There shall be no difference between male and female employees with regard to wages paid for doing similar and equal work, it being specifically agreed that female employees receive the same wage rate as male employees for doing similar and equal work.
- F. The County of Bay, engaged in hiring, promoting, advancing or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of race, color, national origin, religious affiliation, sex age, marital status, Union membership or participation in the grievance procedure.
- G. The Employer shall provide for payroll deductions of U.S. Savings Bonds on request from the employee and shall provide all the necessary forms.
- H. No employee shall suffer a reduction in his basic weekly rate of pay as a result of the signing of this agreement.
- I. The Employer shall pay all of the costs for any courses related to an employee's job, with the written consent of the department head and Employee Relations Committee and upon successfully completing such courses.
- J. The Employer will provide bulletin boards for each floor of the County Building for the exclusive use of the Union.
- K. Jury and Witness Duty: The Employer will pay to an employee performing jury duty or witness duty requiring absence from the regularly scheduled work, the difference between the employee's regular rate of pay during such absence and amount received by the employee from such jury duty or witness duty.
- L. In the event of any dispute as to the provisions of this contract, they shall be subject to the grievance procedure of this contract.
- M. It shall be the policy of the Employer not to contract work out that Union employees can perform.
- N. Part-time employees: A part-time employee is hereby defined as one who works less than thirty (30) hours per week; a full-time employee is one who works thirty (30) or more hours per week. Part-time employees, will not receive fringe benefits. Summer help shall be considered part-time employees regardless of hours worked.
- O. The County shall provide adequate parking space for County employees.
- P. The County shall not hold back more than one (1) week's wages for the purpose of computing payroll.
- Q. All employees, covered by the terms of this contract, shall be afforded the opportunity of the following Health Program:
 - 1. Chest X-Ray
 - 2. Tuberculin Tests

3. Visual and Audio Examination
4. Small Pox Vaccination
5. Tetanus Toxoid series or booster
6. Infuenza Immunization
7. Diptheria series or booster
8. Polio series or booster

R. Shift Differential: Twelve cents (12¢) differential pay for all employees of routine working hours for afternoon or night shift.

Article XXI — Condition of Employment

Residency in the County shall be a condition of employment except for present employees who do not now reside in the county. New employees must be residents of the county within six (6) months of the date of hire.

Article XXII — Reclassification

Requests for reclassification will be considered during the regular annual bargaining sessions only.

Article XXIII

Emergency Employment Act Employees

Regular County employees, who have been re-hired under Section V and Section VI of the Federal Emergency Employment Act of 1971 shall retain all seniority and/or benefits as though they were employed directly by the County.

Article XXIV

The following are the hourly rates for the calendar/
fiscal year 1972:

Circuit Court

Court Reporters (2)	\$5.02
Legal Stenographers (2)	3.32
Administrative Clerk (1)	2.99

Friend of the Court

Court Investigator I (1)	3.32
Court Investigator I (1)	3.31
Account Clerk I (1)	2.99
Account Clerk II (1)	3.47
Clerk Typist I (1)	2.67
Clerk Stenographer II (1)	3.14

Probate Court

Registrar (1)	4.68
Clerk Typist III (1)	3.32
Legal Stenographer (1)	3.51
Account Clerk II (1)	3.32

Probate Court-Juvenile Division

Juvenile Probation Officers I (2)	4.60
Juvenile Probation Officer I	4.52
Juvenile Probation Officer I (1)	4.36
Legal Stenographer (1)	3.32

Adult Probation

Clerk Stenographer I (1)	3.14
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District Court Probation

Clerk Stenographer III	3.32
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Board of Auditors

Administrative Secretary (1)	3.47
Supply & Mail Clerk (1)	3.12

Cooperative Extension

Clerk Stenographer III (1)	3.32
Clerk Stenographer I (1)	2.99
Clerk Typist I (1) ½ by MSU	2.99

County Clerk

Circuit Court Clerks (2)	3.63
Account Clerk III (1)	4.02
Account Clerk II (1)	3.32
Clerk Typist II (2)	2.99

Court House and Grounds

Custodial Worker II (1)	3.63
Painter (1)	3.63
Custodial Workers I (7)	2.99

Drain Commissioner

Drainage Technician (1)	5.90
Account Clerk II (1)	3.14

Equalization Department

Appraiser (1)	5.36
Appraiser (1)	5.90

Regional Planning		
Planning Technician (1)		4.86
Foreign Trade Zone		
Account Clerk I (1)		2.99
Prosecuting Attorney		
Legal Stenographer (2)		3.32
Clerk Typist II (2)		2.99
Register of Deeds		
None		
Pension Fund		
Secretary (1)		3.32
Equalization-Property Description		
Description Officer (1)		5.51
Description Aide		3.47
Machine Operator		3.32
Treasurer		
Account Clerk I		3.14
Account Clerk II (1)		3.47
Account Clerk II (1)		3.32
Clerk Typist II (2)		2.99
Animal Shelter		
Assistant Dog Warden (2)		3.47
Civil Defense		
Director		3.67
Fairgrounds		
Custodian		3.14
Public Works		
Inspector and Maintenance (1)		4.61
Account Clerk II (1)		3.47
Sheriff Department		
Custodial Worker (1)		2.99
Cook (1)		2.59
Health Department		
Secretary to Director (1)		3.47
Sanitarians (5)		4.85
Account Clerk I (1)		3.13
Clerk Typist II (1)		3.13
Clerk Typist III (1)		3.63
Account Clerk II (1)		3.63
Lab Director (1)		4.20
Lab Technician (1)		3.63
Clerk Typist II (1)		2.99
Recreation		
Account Clerk III (1)		4.02
Clerk Stenographer III (1)		3.32
Motor Equipment Operator (3)		4.21
Park Maintenance Man (1)		3.63

EEA — Section 5

Account Clerk II (2)	3.32
Custodial Worker II (1)	3.14
Custodial Worker I (3)	2.99
Elevator Operators (2)	2.73
Clerk Typist II (8)	2.99
Clerk Typist I (4)	2.84
Clerk Stenographer II (1)	3.32
Part-time Clerk Typist (1) 32 hrs.	2.84
Lab Aide I (1)	2.99
Park Maintenance (7)	3.63
Motor Equipment Operator (1)	4.21
Assistant Dog Warden (2)	3.47
Assistant Ground Keeper (1)	3.42

EEA — Section 6

Account Clerk II (1)	3.32
Clerk Stenographer II (1)	3.14
Appraiser Trainee (3)	3.28
Clerk Typist II (3)	2.84
Probation Officer I (1)	4.52
Laborer (5)	3.63
Planning Aide (1)	4.41
Assistant Probation Officer (1)	4.84

Article XXV — Duration

This agreement shall be and remain in full force and effect from January 1, 1972 and shall continue in full force and effect until January 1, 1975, and thereafter for successive one (1) year periods unless one of the parties hereto on or before the ninetieth (90th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same.

Wages, pensions and monetary items shall be subject to annual negotiations during the tenure of this contract with negotiations to begin on or after August 1 of the year preceding the County's next fiscal year.

For the determination of terminology of this contract, the following definitions shall be in effect:

Employer: As per Article I - Recognition.

Employees: The entire working force of all Bay County general fund departments except those specifically exempted by terms of this contract and as per Article I - Recognition.

Union: Local 15157, ~~District 58, Allied and Technical Workers of the United States and Canada~~ United Steelworkers of America

Seniority: Status established by length of service with the County from the date of hire regardless of the department in which the status is acquired.

Probation: The service time with the County required to establish qualifications for permanent employment as per terms of this agreement.

Jurisdiction: Those County general fund departments as described in Article I - Recognition.

Exclusion: Those departments and persons specifically exempted under Article I - Recognition.

Classification: Job specification status established by the County Board of Auditors and/or personnel department or terms of this contract.

Work Week: Any five (5) consecutive days of the week, excluding Sunday, whose total work hours do not exceed either thirty-seven and one-half (37½) or forty (40) hours as determined by specific provisions of the contract.

Temporary Employee: Any general fund employee of the County hired on less than a full-time basis for specific periods including summer replacement hires, generally not to exceed ninety (90) working days.

This Contract is retroactive to Jan. 1, 1972 and executed this 22nd day of May, 1972 by Local 15157 and 13th day of June, 1972 by the Bay County Board of Commissioners.

For The: UNITED STEELWORKERS OF AMERICA ON
BEHALF OF LOCAL 15157

Richard Sass, President
Barbara Clerc, Recording Sec.
Rowena Charlebois, Barg.
Mary Kay Wackerle, Barg.
William Mc Parlin, Barg.
Dale Purtell, Barg.

For The: BAY COUNTY BOARD OF COMMISSIONERS

Robert M. Decker, Chrm.
Francis Voisine, Chairman, Ways and Means
Edgar Feinauer
Gerald Redmond

UNITED STEELWORKERS OF AMERICA AFL-CIO-CLC

Bay County Employees
Bay County Building
Bay City, Michigan 48706

August 11, 1972

Minutes of meeting with Local 15157 and Employee Relations Committee:

Present: Dale Purtell, International Rep.
Richard Sass, President Local 15157
Frances E. Voisine, Employee Relations
Committee Chairman
Edgar Feinauer, Employee Relations
Committee Member
Barbara Clerc, Recording Secretary Local 15157
William McParlin, Barg. Comm. Local 15157
Mary Kay Wackerly, Barg. Comm. Local 15157

Date: August 10, 1972 2:30 P.M. Veterans Office

Mr. Francis Voisine stated he would adjust wages rather than hours.

Supervisors now earning \$37.87 a day would be paid an additional \$3.79 a day for call out. \$3.79 for 7 days pay would be \$26.53 additional a pay check, or \$689.78 a year, 26 pay days.

The cook now earning \$21.29 would be paid an additional \$2.13 a day, or \$14.91 a 7 day pay check or \$387.66 for a year, 26 pay days.

It was also mentioned that the cook was not to work seven consecutive days. It was to be called to the attention of her department head that a consecutive seven day work week was not in the agreement.

Mr. Voisine also stated that there would be no recognition of overtime for call outs at the Juvenile Detention Home.

Barbara Clerc,
Recording Secretary

BAY COUNTY BOARD OF COMMISSIONERS

August 27, 1971

To Whom It May Concern:

This is to state that, Whereas The Bay County Board of Commissioners have prepared a list for the layoff of County employees, said list having been prepared on the basis of reverse seniority and other conditions, and

Whereas, The local union has agreed to this list with the proviso that certain additional conditions be mutually accepted, to-wit:

1. The Bay County Board of Commissioners will take all necessary steps legally possible to insure that the laid off employees will receive all benefits normally accruing to employees who would have been employed by an eligible employer under the rules of the Michigan Employment Security Commission as of January 1, 1971.

2. It is the intent of the employer to:

a. Call back all employees thus laid off prior to new hires as soon as they are eligible under the terms of the recently enacted "Emergency Employment Act".

b. In the event the aforementioned laid off employees are not eligible for call back under the "Emergency Employment Act", then the call back will be on the basis of seniority within the limits of their qualifications for positions being filled by the County within the next 12 month period (September 1, 1971 to September 1, 1972).

3. Any employee taking a voluntary layoff, said employee not being eligible for layoff on the basis of reverse seniority, shall be returned to employment as soon as it is determined that they are or are not eligible under the "Emergency Employment Act", and said volunteer employee is further guaranteed all of his/her accumulated rights and benefits, including seniority as set forth in the working agreement.

4. The County will assume the cost of Blue Cross-Blue Shield for furloughed employees for at least 30 days from date of this layoff, and for a longer period of time at the employer's option.

5. That employees who return to the employ of the County under the terms of the "Emergency Employment Act" shall retain all of the benefits described in the aforementioned working agreement and for all intents and purposes will be considered as County employees under the terms of the existing or future contract between this Local Union and the County of Bay.

COUNTY OF BAY:

Robert M. Decker, Chr. of Board of Commissioners

Francis E. Voisine, Chr. of Ways and Means

Steven Toth, County Clerk

LOCAL UNION 15157, ~~AWW~~ U.S.A.

Dale Purtell, ~~District #30 AWW~~ Int'l. Rep. U.S.A.

Richard Sass, President

Kenneth R. Toth, Vice-President

Barbara Clerc, Recording Secretary

APPENDIX "A"

WAGES — 1973

Pay Grade	Rate/ Hour	Pay Grade	Rate/ Hour
3	2.47	13	4.17
4	2.63	14	4.37
5	2.79	15	4.58
6	2.95	16	4.80
7	3.11	17	5.03
8	3.27	18	5.27
9	3.43	19	5.53
10	3.59	20	5.80
11	3.75	21	6.08
12	3.91		

LONGEVITY

Using \$8,000.00 as a base at 1%, 2%, 3% and 4% per year after completion of 5, 10, 15 and 20 years, longevity payments will be made in a lump sum, payable in the first full pay period following anniversary date.

5 - 10 years	\$ 80.00 per year
11 - 15 years	\$160.00 per year
16 - 20 years	\$240.00 per year
21 years upwards	\$320.00 per year

WHEREAS, under the direction of the Ways and Means Committee, the County Administrator's office has conducted wage negotiations with the membership of Local 15157, United Steelworkers of America and Canada, and

WHEREAS, it appears that an acceptable agreement has been reached:

NOW THEREFORE BE IT RESOLVED that the Labor Agreement between Bay County Board of Commissioners and United Steelworkers of America, Local 15157, Bay City, Michigan, dated January 1, 1972, be and hereby is revised as follows:

1. Article III, Agency Shop, is reaffirmed pursuant to recent State legislation.
2. Article X, Leaves of Absence, shall read as follows:

A. Leaves of Absence, if mutually agreed upon by the Union and the Employer for reasonable periods not to exceed 1 year, will be granted for good cause and such leaves may be extended for like cause.

B. The County grants maternity leave without pay to regular full-time employees who are pregnant and who have at least one (1) year of continuous uninterrupted service in the employ of Bay County immediately preceding application for maternity leave.

Paragraphs B, C, D, E and F will become sub-paragraphs to Paragraph B and marked 1, 2, 3, 4 and 5, respectively.

New Paragraph C shall read: At the termination of a leave, the employee will be, if possible, returned to work at the same or similar job held immediately prior to the leave. If such job is not open or available, the employee will be offered such job as may be available for which he/she is duly qualified. In the event no job is available, said leave will be extended until the County has a position to offer for which the employee is qualified. Said employee then becomes eligible for unemployment compensation.

D. During a leave of absence, seniority will be maintained but shall not accrue except as provided for in Article XX, Paragraph A.

3. Article XV, Vacations: Paragraph A shall be changed to read: After the words "may not be used until" January 1st following date of employment. Vacation earned in one year shall be used the following year. The Payroll Department will notify each employee of their cumulative vacation as of December 31st, on the 1st pay period following January 1 of each year. In the event of termination, all unused, earned vacation will be paid, including current year.

4. Article XX: Paragraph A shall be changed to read: The County shall furnish at no cost to the employee and dependents for the duration of the contract the following benefits: Michigan Hospital Services, Inc., Blue Cross, Comprehensive Hospital Care Certificate, Semi-Private Room Accomodation, Michigan Medical Care Services, Inc., (Blue Shield) MVF-2 with riders ML and Master Medical (Option 4). Upon written confirmation of attending physician and/or County physician of serious illness, hospitalization insurance payments may be continued for a period of one year or longer subject to the results of a yearly review, providing all insurance carrier requirements are met. When this extended coverage is in effect, seniority will accrue to the involved employee.

5. Appendix A - Wages 1974:

<u>Pay Grade</u>	<u>Rate/Hour</u>
3	\$2.70
4	2.86
5	3.02
6	3.18
7	3.34
8	3.50
9	3.66
10	3.82
11	3.98
12	4.14
13	4.40
14	4.60
15	4.81
16	5.03
17	5.26
18	5.50
19	5.76
20	6.03
21	6.31

Pay increases, for employees who are presently being compensated in excess of their pay grade rate, shall be decreased by 25% of the difference between their present rate of pay and present pay grade; however, no employee will receive less than a \$.15 per hour increase.

6. Longevity:

Inserted after the word 'following' will be: effective date of hire. Longevity will be prorated on termination of employment.

7. Article XX, Paragraph C: The employer shall pay 15¢ per mile for all county employees who are required to use their own vehicles for county business. The employer shall purchase blanket liability insurance coverage covering any county employee who uses his private vehicle for county business. Such coverage shall indemnify the employee against any third-party action arising out of an accident or injury occurring in the course of county employment.

AND BE IT FURTHER RESOLVED that the following wage schedule will apply for the employees of the Juvenile Detention Facility:

Juvenile Detention Aide II	\$32.25 per day
Juvenile Detention Aide I	\$47.00 per day
Juvenile Detention Cook	\$27.00 per day

When Easter Sunday is worked as a regularly scheduled work day, a premium of \$13.00 will be paid. This daily rate and Easter Sunday premium is in lieu of all other overtime considerations.

AND BE IT FURTHER RESOLVED that in the case of the Fairgrounds caretaker, the pay grade be retained at pay grade 14, and that the hourly rate be changed to \$3.51 per hour, plus a continuation of "in lieu of wage" considerations. This hourly rate and "in lieu of wage" considerations shall preclude payment of overtime pay except for vacation "call-in".

Gerald M. Redmond, Chairman
and Committee

BAY COUNTY

PERSONNEL POLICY

1.0 GENERAL:

1.1 Purpose:

These rules are for the guidance and benefit of department heads, deputies, and other supervisory personnel excepting elected officials.

1.2 Adoption and Amendment:

These rules shall become effective upon adoption by the Bay County Board of Commissioners at a regular session and can be amended only by formal action of said Bay County Board of Commissioners. For purposes of the benefits contained herein, computation will be made from existing records and agreement with the County Administrator's office.

1.3 Administration of these rules will be the responsibility of the County Administrator's office.

1.4 Acceptance and Compliance:

Benefits of this policy are available only if they are acceptable to the department head/elected official in total and are adhered to by the employees of the department.

2.0 WAGES:

2.1 Wages shall be established by the Bay County Board of Commissioners in their annual budget sessions and as amended by the Bay County Board of Commissioners from time to time.

2.2 The wage plan will include a probationary employment period of

six (6) months for new employees. To complete a month of probation it will be necessary to be present for at least eleven (11) scheduled working days during a thirty (30) day period. To complete the probationary period it will be necessary to have worked for six (6) consecutive months.

- 2.3 Wages will be paid every two weeks on the Friday following the end of pay period, i.e., the previous Sunday.
- 2.4 For authorized use of an employee's personal car for county business the employee will be compensated at the rate of twelve cents (12¢) per mile.
- 2.5 In order to receive pay and/or other authorized compensation, it will be necessary to file the necessary forms with the County Administrator's office (i.e. payroll, vacation, sick leave, attendance records, etc.)
- 2.6 Any employee called on by the Court as a witness or juror shall be paid the difference between the fees collected for such duty and the normal lost time pay.
- 2.7 No overtime will be paid for employees under this policy except as outlined in paragraph 3.2-B following.

3.0 BENEFITS:

3.1 Vacation:

- A. Personnel covered under this policy shall receive four (4) weeks vacation per year in lieu of all other considerations. One additional week will be earned after ten (10) years of service.
- B. Vacation for regular part-time employees will be pro-rated

on the basis of forty (40) hours per week.

- C. Recognized County holidays falling within the vacation period are not considered vacation days.
- D. Vacation may be taken in any unit from one-half ($\frac{1}{2}$) day up to the maximum earned for that year.
- E. Vacation for less than one (1) year of service shall be pro-rated.
- F. Employees may accumulate vacation up to and including thirty (30) days, provided that all employees must take at least six (6) vacation days each calendar year if earned.

3.2. Holidays:

The following holidays are recognized by the County:

- | | |
|------------------------------------|------------------------------------|
| $\frac{1}{2}$ day before New Years | Labor Day |
| New Years Day | Columbus Day |
| Washington's Birthday | Veteran's Day |
| $\frac{1}{2}$ day of Good Friday | Thanksgiving Day |
| Memorial Day | $\frac{1}{2}$ day before Christmas |
| Independence Day | Christmas Day |
| General Election Day (even years) | |

plus three (3) personal holidays. Departments who follow a different holiday schedule than that listed above will make adjustments in the number of personal holidays allowed.

- A. Each full-time employee shall be paid for these holidays at his regular straight time rate of pay, under the following eligibility requirements: He must have worked his last scheduled working day prior to the holiday, and his next scheduled working day after the holiday.

- B. County employees called on to work on a holiday shall be paid idle holiday pay and one and one-half ($1\frac{1}{2}$) times their regular hourly rate for all hours worked. By mutual consent an employee may take compensatory time off at time and one-half ($1\frac{1}{2}$) in lieu of time and one-half ($1\frac{1}{2}$) pay for hours worked.
- C. When a holiday falls on a Saturday, it shall be celebrated on Friday; if the holiday falls on a Sunday, it shall be celebrated on Monday.
- D. Personal holidays shall be taken in the year earned but in case of severance, on the basis of one (1) personal holiday for every four (4) months worked in that calendar year.

3.3 Sick and Funeral Leave:

- A. Sick leave for each permanent employee shall be one (1) work day with pay for each month of service. For purposes of computing sick leave, a month of service is complete when the employee has worked eleven (11) days in any one month. Any permanent employee who renders part-time services shall be entitled to sick leave pro-rated for the time actually worked at the same rate as that granted full-time employees. Sick leave may be accumulated up to a maximum of one hundred twenty (120) days. An employee on sick leave shall be entitled to all fringe benefits as if he were working. An employee eligible for retirement having attained 60 years of age or more and who retires from County service shall upon retirement be paid for one-half ($\frac{1}{2}$) of his unused sick leave, but in no case shall this amount exceed Three Thousand Five Hundred Dollars (\$3,500.00).
- B. The estate of an employee who dies while employed by the County shall be paid for one-half ($\frac{1}{2}$) of his unused sick leave but in no

case shall this amount exceed Three Thousand Five Hundred Dollars (\$3,500.00).

- C. 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 a permanent member of the employee's family.

- 1. One (1) day paid leave will be allowed for a sister-in-law, brother-in-law, aunt, uncle, niece or nephew of the employee.
- 2. Additional time may be granted for extenuating circumstances. In any case, total leave not to exceed five (5) working days.

3.4 Maternity Leave:

- A. The County grants maternity leave without pay to regular full-time employees who are pregnant and who have at least one (1) year of uninterrupted service immediately preceding application for maternity leave.
- B. An employee must submit a letter of application for maternity leave at least two (2) weeks prior to the start of the maternity leave. Employee must furnish a statement, signed by her attending physician, stating her physical fitness to return to work and to perform the duties of the job.
- C. An employee must notify her department head in writing at least one (1) week prior to any change in a maternity leave termination date. Any change in such termination date must be approved by the department head.

- D. If an employee is not returned to work within a six (6) month period after termination of pregnancy, her employment is terminated.
- E. At the employee's option, the balance of vacation days may be paid at the start of maternity leave. No sick time will be paid.
- F. Fringe benefits will be retained but not accrued or paid during maternity leave. At the employee's option, she may carry Blue Cross-Blue Shield at her own expense during maternity leave.

3.5 Leaves of Absence:

Leaves of absence, if mutually agreed upon by the employee and the County, for reasonable periods not to exceed one (1) year may be granted for good cause, and such leave may be extended for like cause.

3.6 Hospitalization Insurance:

The County shall furnish at no cost to the employee the following benefits: Michigan Hospital Services, Inc., Blue Cross, Comprehensive Hospital Care Certificate, Semi-Private room accommodations, Michigan Medical Care Services, Inc., (Blue Shield) MVF-1 preferred benefit care certificate with riders ML and Master Medical, and the Family continuation rider. (Option 4). Upon written confirmation of attending physician and/or County physician of ^{correct diagnosis} permanent disability or terminal illness, hospitalization insurance payments may be continued for the employee ~~only~~ for a period of one year or longer subject to the results of a yearly review.

3.7 Health Program:

Employees covered by this policy shall be afforded the opportunity of an annual physical exam within 30 days of his birthday provided through the Bay County Health Department, on a no-charge basis. The result may be forwarded to his personal physician at his option.

3.8 Benefits shall cease upon termination of employment. In the case of maternity leave or leave of absence, the employee may continue in the hospitalization insurance program at his own expense if the carrier requirements are met.

3.9 The County will pay all of the costs of job related courses taken by an employee upon successful completion of the course. Approval by the department head and the office of the County Administrator is a prerequisite before courses are undertaken.

4.0 MISCELLANEOUS:

4.1 Any party covered by this policy who feels the terms contained herein are not being met shall consult with his immediate supervisor, or in the case of Department Heads, with the County Administrator's office for satisfaction.

4.2 If any section of this policy is found to be in conflict with any law, that section only shall become null and void. All other provisions of this policy shall remain in force.

4.3 For purposes of determining benefits, a base of forty (40) hours per week shall be used. Any employee working a schedule of less than thirty-seven and one-half (37½) hours per week shall have all benefits pro-rated on a base of forty (40) hours per week.

4.4 Residency in the County shall be a condition of employment except for present employees who do not now reside in the County. New employees must be residents of the County within six (6) months of the date of hire.

4.5 The County hiring policy is a part of this policy.

AFFIRMATIVE ACTION PLAN

For

Bay County Government

It has been the expressed intent of the Bay County Board of Commissioners that department heads follow employment practices conducive to equal employment opportunity and an efficient productive work force, and we believe that this intent has for the most part been the practice in the various departments of this county. Recent legislative action and court decisions coupled with the county's role in the so called "New Federalism" approach to funding and operating programs previously assigned to the federal and state governments and their requirements for proper control procedures at the county level to insure equal employment opportunities, dictates the adoption of an "Affirmative Action Program". For this reason the following affirmative action program must be placed into effect immediately:

1. The County Administrator's office will be notified of all vacancies as soon as it is known that a vacancy will occur. Notice will be submitted in writing by the department head or his designee. The department head will then be furnished all applications on file, dated within the past twelve months, that meet the requirements of the vacated position. If the number of eligible applicants on file is in excess of ten, only ten applications will be submitted. The department would have the right to review the balance of the applications if he so desired. The applications of the persons not selected must be returned to the County Administrator's office for consideration in future openings. If qualified applicants are available in the application file then selection of new employees must be made from those applications filed prior to the notice of vacancy and within the most recent twelve month period. This procedure is not intended to abrogate our agreement with the various bargaining units relative to posting and departmental promotion to fill vacancies. This procedure is for finally vacated positions only.

- a. All applications for employment will be made on the standard county application form.

New employees will not be added to the payroll until certified by the department head and requirements are met including the requirement of a physical, and the signing of the various retirement and tax deduction forms.

b. All vacancies will be posted on the bulletin boards located throughout the county building, the county clerk's office and at various other locations as the board shall determine. The purpose of such posting is to satisfy the posting requirements of the various bargaining agreements and to create a public awareness of county employment opportunities. The phrase "AN EQUAL OPPORTUNITY EMPLOYER" shall appear in bold print in a prominent place on such postings/ and/or advertisements for vacancies. Department heads will insure that their own employees are aware of any vacancy in their respective departments.

2. The validity of written tests have been seriously questioned and shall not be used to determine future job performance. Tests such as typing may be given to determine the validity of job applicant claims as to their ability to type but will generally not be used to determine the rate of speed the prospective employee might achieve under normal work conditions. Other job related tests may be given in the same spirit as the aforementioned typing test.

3. In selecting employees qualifications should be related to the job description only. Department heads should review the job description in detail prior to interviewing an applicant. Age, race, sex, marital status, number of children and religion are not normally job-related and should be ignored in the selection process.

4. An employee evaluation shall be submitted annually by the department head to the County Administrator's office on an evaluation form provided by the administrator's office. In the case of probationary employees, this evaluation shall be submitted additionally at each three month interval of the probationary period and prior to the wage increment periods provided for in the county probationary pay policy. Annual employee evaluations shall be submitted in the month of January of each year and by the 15th of the month. These evaluations will then become a part of the employee's record.

5. Disciplinary actions taken against employees shall be reported to the administrator's office in writing and will include the type of sanction imposed. This will also become a part of the employee's record.

6. All terminations will be reported to the administrator's office in writing, stating the specific reason for termination and any other pertinent facts, if applicable.

7. Affirmative action must be taken to insure that minorities are aware of vacancies as they occur. All advertising will include the phrase "An Equal Opportunity Employer." Recognized minority group organizations within the community will be notified of this policy and will be kept informed of vacancies and the types of employees the county is interested in.

8. Any agency acting as a subcontractor for Bay County for the purpose of offering employment must provide the administrator's office with a certified copy of an acceptable affirmative action plan or agree to abide by this plan as adopted and as may be altered from time to time by action of the Bay County Board of Commissioners.

9. It is the intent of these policies to promote the hiring and promotion of minority employees to reflect parity with the general population of Bay County as soon as possible. It is not intended that one group be given special treatment at the expense of another; however, there must be a degree of minority preference in hiring decisions if we are to reach our stated population parity goal. The total cooperation of each department head is essential if this plan is to be successful and we are to keep our commitments to the various funding agencies and in keeping with our aforementioned intent.

Dated: This _____ day of _____, 1974.

George D. Middleton, Chairman
Bay County Board of Commissioners

Steven Toth, County Clerk