

**AGREEMENT BETWEEN THE
GRATIOT COUNTY BOARD OF COMMISSIONERS
AND THE
CLERK, TREASURER, REGISTER OF DEEDS,
DRAIN COMMISSIONER, AND PROSECUTING
ATTORNEY
AND THE GRATIOT
COUNTY
GOVERNMENTAL EMPLOYEES LABOR COUNCIL
EFFECTIVE
OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2020**

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THIS AGREEMENT is made and entered into this 1st day of October, 2018 by and between Gratiot County Board of Commissioners, Clerk, Treasurer, Register of Deeds, Drain Commissioner and Prosecuting Attorney (hereinafter referred to as the "County") and the Gratiot County Governmental Employees Labor Council (hereinafter referred to as the "GELC").

For the purpose set forth, and in consideration of the mutual promises of the parties contained herein, the parties do hereby covenant and agree as follows:

1. INTENT AND PURPOSE

It is the intent and purpose of this Agreement to promote a friendly and economic relationship between the GELC and the County, and to set forth herein the rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

2. GELC WILL COOPERATE

The GELC, therefore, agrees that it will cooperate with the County and support its efforts to improve the quality of workmanship; conserve supplies; and strengthen good will between the County, the GELC and the public.

3. COUNTY WILL COOPERATE

The County accepts the process of negotiation and will cooperate with the GELC to improve rates of pay, fringe benefits and working conditions of the employees within economic limits of good business management.

4. GOOD FAITH

It is the mutual desire of both the County and the GELC that at all times their respective representatives act in good faith to advance the best interest of the public, the County, all of its employees, and the GELC as the designated bargaining agency.

5. RECOGNITION

The County hereby recognizes the GELC as the sole and exclusive bargaining agent of all the employees current and future, paid by the County, non-management, serving in the positions in the following departments or offices:

Animal Control
Building and Grounds
Commission on Aging
Equalization Department
Office of Community Corrections
Permits Office

Clerk's Office
Drain Commission Office
MSU Extension Department
Parks & Recreation
Prosecutors Office*

Register of Deeds
Treasurer's Office

Sheriff's Department**
*excluding Assistant Prosecuting
Attorneys
**unless covered by another contract

The effects of any creation of new or reorganization of existing departments shall be negotiated with the GELC with regards to GELC membership and classification level of the affected position(s); provided, however, that MERC shall resolve issues as to unit placement if not mutually agreed by the County and the GELC.

The County shall have the right to amend, supplement, or add to its County or departmental rules and regulations during the term of this Agreement, provided, however, the Department and/or the County shall notify the GELC of any such amendments, supplements or additions in advance of their effective date. All new rules or rule changes shall be given to the Unit President for the Unit's information and shall be posted for a five (5) day period prior to their effective date unless health reasons necessitate immediate implementation. If there is concern regarding the fairness of the rule or rule change, the GELC may request a special conference to discuss the reasonableness of the rule. In no case will a rule change or new rule become subject to the grievance procedure unless such rule change or new rule conflicts with the collective bargaining agreement.

In order to be taken out of the GELC, the member's job description must meet the qualifications listed below:

Positions requested by the County to be removed from the GELC must go before the Executive Board of the GELC to be negotiated and must be accompanied by the position's job description.

The position must exercise the day-to-day duties of the elected official or department head in their absence.

The position has the authority to exercise disciplinary action.

The position has the authority to issue reprimands for personnel files.

The position is deemed "confidential", i.e., a senior clerical position that is responsible for processing confidential management duties which involve labor-related issues.

If not mutually agreed by the County and the GELC, MERC shall resolve issues as to unit placement.

6. GELC SECURITY

The GELC's representation is limited to the employees in the bargaining unit and not to the work they perform. They are sometimes herein collectively referred to as "employees" or individually as the "employee".

Upon completion of thirty (30) calendar days of employment, membership in the GELC or compliance with payment of the representation fees shall be voluntary. If an employee voluntarily submits a dues/fees deduction form, the County agrees to deduct GELC dues/fees to become effective the first payday of the month following the Employee's successful completion thirty (30) calendar days of employment.

This section shall be reopened in the event 2012 PA 349 is repealed.

7. DISCRIMINATION

There shall be no discrimination, coercion, interference or restraint by the County or the GELC against any employee because of membership or non-membership in the GELC; nor will the County or the GELC discriminate against any employee who chooses to pay, or not pay, dues/fees to the GELC. It is mutually agreed that there shall be no discrimination because of race, religion, color, sex, age, disability, national origin, height, weight, or marital status. The County also agrees to provide an environment that is free of unlawful harassment of any kind, including that which is sexual, age-related, or ethnic.

This section shall be reopened in the event 2012 PA 349 is repealed.

8. CHECK-OFF

The County agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member or who voluntarily authorizes the payment of representations fees, subject to all of the following conditions:

(1) The GELC shall obtain from each employee who voluntarily agrees to become members or pay a representation fee a completed Check-Off Authorization Form which shall conform to the respective State and Federal law(s) concerning that subject.

(2) All Check-Off Authorization Forms shall be filed with the County, who may return an incomplete or incorrectly completed form to the GELC's Treasurer and no check-off shall be made until such deficiency is corrected. Deduction shall be made commencing with the first full pay-period in the month immediately after the completed authorization form is received by the County.

(3) The County shall check-off obligations which come due after the effective date of check-off, and will make check-off deduction only if the Employee has enough pay due to cover such obligation. If an employee withdraws his/her check-off authorization form, in writing to the County and the GELC, no deduction shall be made commencing with the first full pay-period more than thirty (30) days after the withdrawal authorization is received by the County. The County is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the GELC.

(4) The County 's remittance shall be deemed correct if the GELC does not give written notice to the County within two (2) calendar weeks after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

(5) The GELC shall provide at least thirty (30) days' written notice to the County of the amount of GELC dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the County at least thirty (30) days prior to its implementation.

(6) The GELC Checkoff Form for new hires shall substantively conform to the following:

CHECK-OFF AUTHORIZATION FORM

I, _____, hereby request and authorize the County of Gratiot to deduct from my wages hereafter earned by me, while in the County's employ, my:

- GELC Union dues of \$ _____ per month; or
- GELC representation fee of \$ _____ per month.

The amount deducted shall be paid to the Treasurer of the GELC, according to the Agreement reached between the County and the GELC. I recognize that by executing this Authorization form, I will be bound to the GELC Security and Check-Off unless and until I provide the GELC and County with written notice of the withdrawal of this Authorization Form. Such a withdrawal shall be effective the first full pay period more than thirty (30) days after the County receives the written withdrawal.

(7) The GELC agrees to defend, indemnify and save the County harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of GELC dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article. The GELC assumes full responsibility for the disposition of the deductions so made, once they have been sent to the GELC.

This section shall be reopened in the event 2012 PA 349 is repealed.

9. MANAGEMENT RIGHTS

The County retains the sole and exclusive responsibility for the management of the County business and the direction of the work force, and complete authority to exercise those rights and powers incidental thereto including the right to make unilateral changes, except as specifically modified by this Agreement, including by the way of general example and

not by limitation, exclusive authority to determine the nature and location of operations. Management reserves the right to require employees to observe departmental rules and regulations, to decide the services to be provided to the public, work standards and the procedures by which such work is to be performed. Management retains the sole right to hire, discipline, discharge, layoff, recall, assign, promote and transfer employees; and to determine the starting and quitting time and number of hours to be worked, subject only to the restrictions and regulations governing the exercise of these rights as are expressly provided in this contract.

The County retains the right, based upon economic and/or program needs, to subcontract or relocate work performed by unit employees. The County also retains the right to use volunteers who receive no compensation from the County to perform work, or assist in work, performed by unit members; but, the use of volunteers shall not result in layoff of unit members nor shall they do the work of laid-off employees.

The foregoing enumeration of the rights of the County is not intended to exclude other management rights not specifically enumerated. The only limits of any management right shall be express limitation by a specific provision of this Agreement.

The foregoing enumeration of rights of the County is not intended and nor shall it be construed as a waiver of any contractual or legal right of the GELC with regard to its representation of the bargaining unit or its members.

Only the Board of Commissioners shall specifically retain the right to establish new departments and employees assigned to such departments shall be paid in accordance with the provisions of the section of wages of this Agreement.

The County may implement rules and requirements relating to reasonable suspicion drug testing and requiring employees in safety sensitive positions to disclose prescription drugs where there is a reasonable suspicion that said drug may be affecting the employees performance of the essential functions of the employee's position. The Parties agree that if an employee who has not engaged in attendant workplace misconduct voluntarily self-reports a drug or alcohol problem prior to a request for a drug test, the employee will be permitted to seek treatment.

All employees shall fully disclose to their supervisor any criminal felony or work related misdemeanor convictions. Any employees that work directly with minors or who will have access to minor's records that are convicted of a felony or misdemeanor, including expressly any law relating to drugs or other controlled substances, or are charged with a felony, or are placed on the CPS Central Registry as a perpetrator, shall notify in writing their supervisor immediately, and in all cases, no later than five (5) days after such conviction, charge, or placement on the CPS Central Registry. An employee must disclose to the Employer any conviction resulting from such pending charges as described in this Section. However, as required by Federal regulation, employees working with minors must disclose any arrests or charges related to child sexual abuse, child abuse, or child neglect and the disposition of such arrest or charges, and may also be required to certify that no case of child abuse or neglect has been substantiated against them. In every case,

employees in positions that work directly with minors or who will have access to minor's records, shall undergo the background checks, and, if they have not resided or lived in Michigan for each of the previous ten (10) years, they must also sign a waiver attesting to the fact that they have not been convicted of a felony or identified as a perpetrator. The Employer may, at its cost, conduct a criminal history search periodically on all employees when required to insure compliance with grants, licensing requirements, and performance standards.

10. GRIEVANCE PROCEDURE

Grievance Procedure - A grievance is a dispute, a claim, or a complaint by employee or GELC concerning the application and interpretation of this Agreement. An employee who believes he/she has a grievance is encouraged to informally discuss his/her complaint with his/her immediate supervisor. In the event the complaint is not satisfactorily settled at this point, it may be filed as a grievance and the following procedure shall become effective. All Grievances shall be handled in the following manner:

Step 1.

An employee and/or his/her GELC Representative who believes that he/she has a grievance and wishes to enter it into the grievance procedure, may do so by submitting the written grievance to his/her Elected Official or Department Head within ten (10) working days following the events which caused the grievance or within ten (10) working days following the date the employee first reasonably should have known of the events giving rise to the grievance. Within five (5) working days after receiving the written grievance from the employee, the Elected Official or Department Head shall give his/her written response to the grievance to the grievant and the GELC with a copy to the Union Steward. The Elected Official or department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

Step 2.

If the answer is not satisfactory to the grievant, the grievance and the answer shall be presented in writing by the grievant to the County Administrator within seven (7) working days of receipt of the Elected Official's or Department Head's answer or the date due in Step 1. The County Administrator shall sign and date the grievant copy. The County Administrator shall respond to the grievant in writing within seven (7) working days after receipt of the grievance.

Step 3.

If the Union is not satisfied with the answer of the County Administrator, it may appeal to the County Board of Commissioners within seven (7) working days after the receipt of the County Administrator's answer or its date due. The appeal shall be filed in writing with the County Administrator, with a copy also filed with the Elected Official or Department Head. A meeting shall then be held within thirty (30) calendar days of the appeal between the County Board of Commissioners (or the Board's designated representatives), the Elected

Official or Department Head, the County Administrator, the employee, and up to three (3) representatives of the Union. The Employer and the Union may also have outside representatives present if desired. Such outside representation shall be limited to the Union's attorney and/or Business Representative, and the County's attorney. The County Board of Commissioners shall then answer the grievance in writing within fifteen (15) work days of the appeal meeting.

10.1 ARBITRATION

Step 4. Arbitration - Selection of Arbitrator.

If the grievance is not satisfactorily resolved in Step 3, the GELC will notify the County within ten (10) working days of the County's written answer if the matter is to be referred to Arbitration. No employee may invoke the arbitration step of this procedure without the consent of the GELC.

The GELC and the County shall attempt resolution of the matter and/or shall attempt to select an arbitrator by mutual agreement. The GELC may request an arbitration panel from the Federal Mediation and Conciliation Service. The parties will follow the rules of the FMCS in the selection of the arbitrator.

The labor Arbitration Procedures of the Federal Mediation and Conciliation Service shall apply to Step 4 of the grievances.

The arbitrator shall schedule a prompt hearing and shall have the power to make determination of facts on the questions submitted and apply them to the provisions of this Agreement alleged to have been violated so long as the grievance is submitted in accordance with the provisions, limitations, and procedures specified in this Agreement.

The arbitrator shall not have the jurisdiction or authority to add to, subtract from, nullify, or modify any of the terms of this Agreement.

The arbitrator shall be bound by the facts and evidence submitted and may not go beyond the terms of this Agreement in rendering a decision nor include or deal with any issues or matters which is not made subject to the terms of the Agreement. Any case appealed to the arbitrator on which the arbitrator has no power to rule shall be referred back to the parties without decision. The decision of the arbitrator shall be in writing and shall be final and binding upon the parties when rendered upon a matter within the authority of the arbitrator.

Further, no claim for back wages under this Agreement shall exceed the amount of straight time earnings the employee would have otherwise earned by working for the County, less any and all compensation, including unemployment compensation, the employee received from any other source.

Unless it is mutually agreed to otherwise, each grievance shall be handled as a separate hearing, except that grievances arising out of identical sets of facts or the same incidents may be heard together.

The cost and expenses of the arbitrator as a result of the arbitration hearing shall be borne equally by the parties. All other expenses incurred by either party shall be paid by the party incurring such expenses.

10.2 TIME LIMITS

Time limits may be extended by mutual agreement between the parties. Any time limits set forth which are not maintained by the GELC shall result in the settlement of the grievance on the basis of the County's last answer. Any time limits set forth which are not maintained by the County shall move the grievance to the next step of the grievance procedure, except arbitration.

For the purpose of computing time limits set forth in the steps of the grievance procedure, the term ("working day") shall not include the weekend or any paid holidays.

10.3 GRIEVANCE TIME

The County shall grant necessary and reasonable time off with pay for representatives to be present and participate in the adjustment of grievances.

10.4 DISCIPLINE AND DISCHARGE

The County shall have the right to discipline, up to and including discharge, any employee for just cause. The County shall give written notice, to the GELC, of the complaint against the employee and the action taken by the employer. The employee shall be required to provide written acknowledgment of all discipline by signing the notice of discipline form. Such acknowledgment shall not signify approval or disapproval of the action taken. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason.

10.5 ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a Veteran's Preference Hearing, Civil Rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently elects to pursue the issue(s) in another forum, then the grievance shall be

deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

11. WORKDAY

An employee's workday shall be defined as a consecutive twenty-four hour period beginning with 12:01 a.m.

12. WORKWEEK

12.1 FULL TIME EMPLOYEE

The workweek shall be from 12:01 a.m. Sunday to 12:00 p.m. midnight Saturday. The normal workweek shall consist of five (5) working days of eight (8) hours each, exclusive of unpaid ½ hour lunch period. An employee hired to render continuous, classified service for the County of at least 40.0 hours per week or 2,080 hours annually, shall be classified as a full-time employee. Any definition of an employee's normal workweek and workday stated in this Agreement shall not constitute a guarantee by the County of any number of hours per workday or per workweek. The County specifically reserves the right to reduce the normal workweek or workday for any or all employees whenever conditions require such a change. If furlough days become necessary during the term of this Agreement, the County will provide written notice to the GELC Unit President regarding the number of furlough days to be employed and the anticipated savings projected to be realized from such furlough. The County will, upon request, meet with the GELC to discuss the manner of scheduling/distribution of such furlough days. Further, the GELC may suggest cost savings alternatives to such furlough.

12.2 REGULAR PART-TIME EMPLOYEE

An employee rendering continuous classified service to the County, who is budgeted to work an average of 20 hours or more, but less than 40 hours per week, shall be classified as a regular part-time employee, and shall be eligible for paid time off, holiday, funeral, hospitalization and life insurance on a prorated basis, based on the part-time employee's normal work week. Seniority shall accrue at the same rate for regular part-time employees as it does for full-time employees. (2,080 hours=1 year)

12.3 LIMITED PART-TIME EMPLOYEE

A limited part-time employee is an employee who does not work a regular schedule, or works a regular schedule of less than twenty (20) hours per week. Limited part-time employees shall not be covered by the terms of this agreement. Special part-time employees shall not be used to replace laid off regular full-time or regular part-time employees.

12.4 SUBSTITUTE EMPLOYEES

An employee who is hired to replace an employee on a leave of absence (paid or unpaid) or on workers' compensation shall be considered a substitute employee. Substitute employees may be retained for the duration of the regular employee's absence but shall not attain seniority and are not covered under this Agreement. These employees shall not be used to replace laid off regular full-time or regular part-time employees.

12.5 TEMPORARY/SEASONAL EMPLOYEE

A temporary/seasonal employee is an employee hired to augment the work force and work for a specific project or time period that works on a full-time or part-time basis and whose employment position will last no longer than one thousand forty (1040) hours of work in any one calendar year. Temporary/seasonal employees shall not be covered by the terms of this agreement. Temporary/seasonal employees shall not be used to replace laid off regular full-time or regular part-time employees.

13. PAY PERIOD

Employees shall be paid biweekly by direct deposit into employees' designated accounts. Each check shall cover a two (2) week period.

14. BREAK PERIODS

Employees shall have one fifteen (15) minute break period reasonably spaced during the first half of each shift worked and an additional fifteen (15) minute break during the second half of each shift worked. Said breaks may be combined with the lunch period at the discretion of each Elected Official or Department Head.

15. PROBATIONARY PERIOD

Employees hired into the bargaining unit shall be considered as probationary employees for the first one thousand forty (1040) hours of their continuous employment, during which time the Employer retains the sole right to terminate such employees with or without cause and with or without notice, without any recourse to the grievance procedure. After an employee has completed a probationary period of one thousand forty (1040) hours of their continuous employment, he/she shall obtain seniority from the first day of employment following his/her last date of hire.

16. SENIORITY

16.1. Seniority shall mean the length of continuous uninterrupted service of such employee since his/her last date of hire and shall be measured in compensated hours. The application of seniority shall be limited to the preferences specifically recited in this Agreement. If there are seniority ties, employees shall be placed on the seniority list as determined by adding up all of the numbers of the employee's social security number,

the highest having the greatest seniority, with each number shall be considered as a single number.

16.2 COUNTY SENIORITY

County seniority shall refer to the employee's length of continuous service with Gratiot County and the Gratiot County Courts since the employee's most recent date of hire into a County position. County seniority shall be used for determining annual leave accrual, longevity and pension credits.

16.3 DEPARTMENTAL SENIORITY

Departmental seniority shall refer to the length of an employee's continuous service with his/her respective Department or Court since the employee's most recent date of hire in a department position.

16.4 The seniority list prior to the effective date of this Agreement will be based on date of hire, with compensated hours being used after the effective date of this Agreement. A seniority list as of the Agreement's effective date will be attached to this Agreement as Appendix "D".

17. Anniversary Date

The "Anniversary Date" will be the same as the "Date of Hire." The "Anniversary Date" is the date used to determine when an employee will become eligible to seek a salary step increase and an increase in the rate of accrual of Paid Time Off (PTO).

18. SENIORITY--TERMINATION

Seniority and regular employee status shall terminate when the employee:

- A. Quits for any reason.
- B. Is discharged.
- C. If employee does not contact their Elected Official or Department Head within twenty-four (24) hours of being absent from work without prior authorization or notification, unless good cause can be shown for non-notification.
- D. Fails to return to work at the end of an authorized leave of absence.
- E. Has been on layoff for a period of time equal to seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Retires or receives a pension.
- G. He/she is declared mentally incompetent by a Probate Court of competent jurisdiction.
- H. An Employee makes a fraudulent and misleading statement on his/her employment application or a leave of absence request.
- I. An employee is convicted of, or pleads nolo contendere to, a felony, or a work-related misdemeanor.

- J. If he/she has been on leave of absence including for health reasons, for a period of one (1) year or for a period equal to the length of his/her seniority at the time such leave commenced, whichever is less; or if he/she has been on worker's compensation leave for a period of twenty-four (24) months or for a period equal to the length of his/her seniority at the time such worker's compensation leave commenced, whichever is less.
- K. The employee loses the required license or certification for his/her position.

19. LEAVES OF ABSENCE

19.1 JURY DUTY AND COURT WITNESS

A full-time employee who is assigned jury duty or subpoenaed as a witness shall be granted necessary time to serve as required. He/She shall be expected to be at work all hours when not serving as a witness or juror. Leaves of absence for witness or jury duty shall be with full pay with reimbursement to County for any compensation received.

19.2 MILITARY LEAVE FOR ACTIVE DUTY

The County will comply with applicable laws regarding active military leaves of absence.

19.3 MILITARY LEAVE FOR NATIONAL GUARD OR RESERVE TRAINING

The County will comply with applicable laws regarding national guard or reserve training leaves of absence.

19.4 MILITARY EMERGENCY DUTY

Any full-time employee who is called for emergency duty by any of the established Armed Forces, Reserve Training Units or by the Michigan National Guard in order to protect the rights of the citizens of the United States, shall be paid his/her full salary for a period not to exceed five (5) working days.

19.5 ADMINISTRATIVE LEAVE

An Administrative leave of absence may be granted by the respective Elected Official or by the County Administrator upon the recommendation of the respective Department Head on the basis of exceptional need. Such leave is without pay and is limited to a maximum leave of six months. Administrative leaves may be granted for such reasons as educational purposes when such education will be for the improvement of knowledge of skills required in the performance of the employee's work, settlement of an estate, and temporary leave of the employee or as an extension of leave after the employee's paid time off benefits have been depleted or for reasons not covered by other leave provisions in this Agreement. The requests for administrative or special leave must be made as soon as the need for the

leave is known to the employee.

- A. Administrative leaves shall be requested in writing by the employee to their Elected Official or Department Head for approval.
- B. An employee who is granted an Administrative Leave shall be permitted to continue his/her hospitalization benefits as a member of the County Group Plan during the authorized leave, provided that the employee pay the County, prior to each monthly due date, the premium for such coverage. The employee will be terminated from coverage under the County's Group Plan if payment is not received, or if the employee leaves the employment of the County.
- C. Upon returning to work, the employee shall be authorized the same continuous service (seniority) level as that earned prior to taking leave; and no continuous service (seniority) will accrue while on a leave without pay. Failure to report to work after the expiration of the authorized Administrative or Special Leave shall result in termination of employment.

19.6 FUNERAL LEAVE

An employee will be allowed an absence of three days with pay as funeral leave days not to be deducted from accrued paid time off for the death of any member of his/her immediate family. Immediate family is defined as follows: Mother, Father, Brother, Sister, Wife or Husband, Son, Daughter, Mother-in-law, Father-in-law, Grandparents, Son-in-law, Daughter-in-law, Brother-in-law and Sister-in-law. One day shall be granted for the death of an Aunt or Uncle. Two additional days shall be allowed in cases in which the deceased is a member of the employee's household. One extra day shall be allowed in cases in which the deceased resided out-of-state and funeral services are held outside the State of Michigan. Equivalent funeral leave days shall be granted to employees who have "Step" relatives of the same relation as provided above.

19.7 PAID TIME OFF

19.7.1 PURPOSE

The purpose of Paid Time Off (PTO) is to provide unit members with the opportunity to take time away from work without loss of compensation. The PTO program is an inclusive time off program intended for use in connection with vacations, illnesses, personal business, family care, and other needs which may require time off from work.

19.7.2 ELIGIBILITY

Regular full time unit members are eligible for PTO. Regular part-time unit members are eligible for PTO but the accrual of such PTO is governed by Article 12.2.

19.7.3 ACCRUAL OF PTO

PTO for regular full time unit members will accrue at the rate of two (2) days per month. Additional PTO days will be awarded on the first pay day following members' employment anniversary date and will accrue according to the following schedule:

Year From Date of Hire	# of Additional Days Per Year
6 through 10	2
11 through 15	4
16 through 20	6
21 & over	8

Staff members will earn PTO for scheduled hours when absent from work in connection with: PTO, holidays, furlough days, paid leave of absence, bereavement leave, and jury duty. Staff members will not earn PTO for scheduled hours when absent from work in connection with: excused or unexcused absences without pay, including unpaid leaves of absence; salary continuation for short-term disability; worker's compensation leaves; or long-term disability leaves.

19.7.4 PTO ACCOUNT BALANCE AND CARRY FORWARD LIMITS AND PAYOUT

A 240 hour limit is imposed on the amount of PTO that can be carried forward from one calendar year to the next

Unit members' whose PTO account balances exceed 240 hours at the end of the calendar year will forfeit all hours in excess of this limit. Two hundred forty (240) hours of an employee's unused PTO balance may be converted to cash upon termination, retirement or death at the employee's current rate of pay.

19.7.5 PTO SCHEDULING

To the extent possible, PTO is to be requested and approved by the Elected Official or Department Head in advance. In the event of illness or emergency preventing the staff member from requesting PTO in advance, the unit member must notify the Elected Official or Department Head no later than the start of the shift and obtain approval for unscheduled time off. Except for reserved time set forth in the FMLA provisions of this Agreement, unit members carrying PTO balances may not opt to take excused absences/leave without pay in lieu of PTO for purposes of saving accrued PTO time.

If a PTO is requested and approved for an illness or injury, the respective Elected Official or Department Head may require each employee requesting or returning from more than three (3) days absence to file with said Elected Official or Department Head the following: a physician's statement of the condition of the employee relative to ability to perform the duties of his/her position, diagnosis and other relevant information pertaining to the employee's condition. The Human Resources Department will properly notify the respective Elected Official or Department Head and the employee when an employee's accrued PTO has been depleted and it shall be the obligation of the employee to request a leave of absence if one is desired. Failure to request such leave after proper

notification may result in termination of employment. Requests by the County for medical information or medical examinations shall be limited to the extent permitted by law.

19.7.6 TRANSFER OF PTO

Upon written authorization by the executive board of the GELC to the Human Resources Department, members of the unit may voluntarily transfer PTO time to another unit member. Said transfer shall only take place if both of the following criteria are met:

- A. The member receiving the donated PTO time has one of the following situations:
 - When an exposure to a contagious disease would endanger the health of others by attendance of work. A physician's statement recommending absence from work shall be required.
 - An employee's illness or injury. A physician's statement recommending absence from work shall be required.
 - Sick leave may be used for doctor and dentist appointments, as well as illness in the employee's immediate family. Documentation may be required.
- B. The unit member receiving the donated time has exhausted all of their accumulated, unused paid time off.

Said written authorization must have the signatures of the employee(s) agreeing to transfer the PTO hours and the specific number of hours they are willing to transfer. PTO hours transferred to one employee during a rolling two year period shall not exceed 160 hours. Both parties agree that this transfer program is solely managed by the unit, and that the only activity of the Human Resources Department is to perform the transfers as directed by the unit.

19.8 FAMILY AND MEDICAL LEAVE

An employee who has worked at least 1,250 hours in the preceding twelve (12) month period is eligible for a leave of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). Such leave shall be granted (1) to care for a newborn son or daughter; (2) because of the placement of a son or daughter with the employee for adoption or foster care; (3) in order to care for the spouse, son, daughter or parent of an employee who has a serious health condition; or (4) because of a serious health condition that makes the employee unable to perform the functions of his or her job. Any eligible employee will be granted up to twelve (12) unpaid workweeks of leave during a rolling twelve (12) month period for leaves granted under FMLA.

For any FMLA qualifying purpose, accrued paid time off must be used until exhausted. However, if a qualified employee is placed on a FMLA leave for purposes of a serious health condition related to maternity, or to care for a newborn son or daughter, the

employee shall have the option of reserving up to ten days of paid time off for use after they return to work from FMLA Leave. However, the ten (10) reserved days shall not be deemed to nor used to extend the duration nor statutory limits of a FMLA leave. No paid time off will be reserved by the Employer unless the employee provides written notice of the reservation to the County Administrator not later than the first day of FMLA leave. When an employee has used accrued paid time off for a portion of the FMLA leave, the employee may have an additional period of time off so the total of paid and unpaid leave does not exceed twelve (12) weeks. Any request for time off for a reason qualifying as FMLA shall be applicable to time off requested under this Agreement except as otherwise specifically set forth in this Agreement.

19.8.1 SERVICE MEMBER FMLA LEAVE

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service member FMLA"). This policy supplements the County FMLA policy and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by our existing FMLA policy.

- A. Employee Entitlement to Service member FMLA
Service member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:
1. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
 2. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.
 3. Duration of Service member FMLA
When Leave Is Due to A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period. When Leave Is to Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
 4. Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

20. NO STRIKE/NO LOCKOUT

The grievance procedure set forth herein provides a remedy for the settlement of grievances arising under this Agreement. Therefore, no employee or employees shall take part in or cause or attempt to cause any strike against the County, stoppage of work, or other similar action which could jeopardize the treatment and welfare of the public during the term of the Agreement. Any employee who engages in any of such prohibited conduct shall be subject to discipline up to and including discharge and such discipline shall not be subject to the grievance or arbitration procedures. Neither party gives up any other rights that they may have by law.

The GELC agrees that neither they nor any of their representatives or members shall authorize, participate in, or lend support to any of the conduct which is prohibited by this Agreement and agree that they will use their best efforts to prevent any of the conduct which is prohibited by this Agreement.

The County agrees that it will not lockout the employees of the GELC during the term of this Agreement.

21. TRANSFER/RECLASSIFICATION

21.1 SAME LEVEL TRANSFER

An employee who has been transferred inter-departmentally or intra-departmentally into a position with the same classification level, will be given full credit for years of service (2,080 hours = 1 year)

21.2 DIFFERENT LEVEL TRANSFER

An employee who has been transferred inter-departmentally or intra-departmentally into a position with a different classification level will be given full credit for years of service and will be compensated at his/her new classification level including those years of service. (2,080 hours = 1 year).

21.3 POSITION RECLASSIFICATION

The following procedure shall be followed for requests for reclassification to a higher pay grade during the term of this Agreement:

- A. Employee submits a request, in writing, to the Department Head/Elected Official with a copy to the GELC by June 1st.
- B. Elected Official/Department Head shall meet with the employee within fifteen (15) business days to review the request. The GELC may attend the meeting.
- C. If the Department Head determines the request has merit, the request shall

be forwarded to the Human Resources Officer, along with a current position description. Position descriptions must be approved by the County Administrator.

- D. If the Department Head determines the request is not merited, they may deny that request. In the event of a denial, the employee shall be notified in writing, within ten (10) business days.
- E. The employee may, once a request is denied by the Department Head, submit a second written request, within fifteen (15) business days of the first denial, to the County Administrator with a copy to the GELC.
- F. Upon receipt of the written request, the County Administrator shall, within fifteen (15) business days, meet individually with the Department Head, GELC Representative and the employee to review the request.
- G. If the County Administrator determines the request has merit, the request shall be forwarded to the Board of Commissioners for the Board's decision.
- H. If the County Administrator determines the request is not merited, they may deny that request. In the event of a denial, the employee and the GELC shall be notified in writing, within ten (10) business days. No further action shall be taken.
- I. All decisions of the Board of Commissioners are final.
- J. All pay adjustments shall be effective on the dates selected by the Board of Commissioners, but no later than the beginning of the next fiscal year.

22. LAYOFF AND RECALL PROCEDURES

In the event that the county determines that a layoff is necessary for any reason, such layoff will be from departments selected by the County and positions selected by the affected Elected Official or Department Head subject to the terms and conditions specifically provided for in this agreement.

- A. Layoff of employees shall be by department, and the following order shall be followed; provided that the employees who remain are capable of performing the work available:
 - 1. Temporary/seasonal, limited part-time and substitute employees within the affected position.
 - 2. Newly hired probationary employees in the affected position.
 - 3. Inter-Departmental transferee still on probation in the affected position to be reduced.
 - 4. Remaining employees within the department affected shall then be laid off in the order of inverse departmental seniority within the affected position.

- B. The order of recalling of laid off employees shall be in the reverse order in which the employees were laid off and shall be subject to the same conditions of layoff.
1. The County shall send two (2) notices of recall by restricted delivery, certified mail, return receipt requested to the employee's last known address as shown on the County's records. The second notice of recall shall be sent two (2) weeks after the date of return of the first notice of recall, if the first notice of recall is not received by the recalled employee. Failure of the employee to respond to the second notice of recall shall result in immediate termination of employment and all future rights to recall shall be forfeited. It shall be the obligation of the employee to provide the County with a current address and telephone number.
 2. A recalled employee shall respond to the recall within five (5) consecutive work days or shall return within seven (7) calendar days from the date of actual notice of recall, unless good cause for failing to do so is shown by notifying the County Administrator in writing within fourteen (14) calendar days from date of actual notice of recall. Such good cause letter must state a reasonable return to work date. Failure to meet the above stated requirements shall result in immediate termination of employment, and all future rights to recall shall be forfeited.
- C. The County is not required to recall any employee who has been laid off for an uninterrupted period of time equal to seniority at the time of his/her layoff or two (2) years, whichever is lesser.

23. COMPENSATORY TIME/OVERTIME PAY

When an Elected Official or Department Head requires an employee to be at work in excess of 40 hours in a week, or on a holiday as defined in Section 23, said employee will be granted compensatory time or overtime pay equal to one and one half times said hours worked. Each Elected Official or Department Head shall adopt either a compensatory time or overtime pay policy, which shall apply to all their respective employees. Should an Elected Official or Department Head fail to adopt a policy, hours worked in excess of 40 hours in a week shall be taken as compensatory time. Compensatory time earned shall be taken with the prior approval of the Elected Official or Department Head. However, compensatory time must be used within six months. Compensatory time not taken within six months shall be paid to employee as overtime pay.

The County agrees to comply with all applicable State and Federal laws pertaining to compensatory time and overtime pay.

24. HOLIDAYS

Employees shall be entitled to holiday leave with pay at straight time for the following observed holidays:

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday Afternoon (4 hrs.)
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

If a holiday occurs on Saturday, the leave will be taken on Friday. If a holiday occurs on Sunday, the leave will be taken on Monday.

25. GROUP INSURANCE

25.1 HEALTH INSURANCE

With respect to hospitalization, surgical and medical insurance, all employees shall be subject to statutory hard caps for health insurance premiums. The County shall pay the group premium, subject to the statutory hard caps, for hospitalization, surgical and medical insurance, semi private service for regular full time employees and their authorized dependents as defined by the insurance carrier, as provided for in Appendix A. The County shall offer two plans, at the Employee's discretion. It is understood, however that given the hard caps mandated by statute, each employee shall pay the difference between the hard cap, and said employee's health insurance premium to the extent the health insurance premium is greater than the cap. The County reserves the right to change carriers for reasons of cost or service by providing benefits equal or better in their totality.

Health Care Committee. The parties hereby establish a joint committee for the purpose of investigating health care cost containment issues which shall continue during the term of this Agreement. The Committee shall be subject to the following provisions:

1. The Committee shall be comprised of not less than one (1) or more than three (3) representatives from the Employer, from the non-union/elected officials, and from each participating union.
2. The Committee representatives shall be granted time off as is reasonably necessary for committee meetings with the approval of their respective supervisors.

3. The Committee shall meet as soon as projected new insurance rates are available at the mutually agreed upon times between the Employer and the Unions.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for any insurance coverage under this Agreement. Specifically, if both spouses are active employees of the County and eligible for health insurance coverage, the County will provide couple or, if appropriate, family coverage to one spouse; but if one spouse receives dual or family coverage the other spouse may not select any coverage and is not eligible to receive any health insurance buyout sum. If an employee receives health insurance coverage from an outside source, either as the sponsor or dependent, the employee shall not be eligible for County health insurance but is eligible to receive the health insurance buyout sum.

Regular part-time employees who are budgeted to work 20 hours or more per week may participate in the health insurance plan by paying on a pro-rated basis.

Any of the following changes to be made concerning health insurance shall be given to the Human Resources Department within 10 days in which the event occurred, i.e.:

- A. Marriage - add husband or wife
- B. Divorce - cancel husband or wife
- C. Birth - add newborn child
- D. Adoption - add legally adopted child or guardianships
- E. Marriage of child - cancel child who marries
- F. Military Service - cancel member of family entering Military Service
- G. Death - cancel insured member of family who dies
- H. 26th birthday of child

Failure to do so will require reimbursement to the County of any added premiums within ten (10) working days.

25.1.1 HEALTH INSURANCE BUYOUT

1. A full-time GELC member who is entitled to County health insurance benefits shall have the option of receiving compensation in lieu of the Employer's health care benefits.

2. Upon appropriate certification to the County that the employee has health care benefits coverage through a program other than the County, the County will compensate the employee for single, 2 person, or family coverage-which ever applies to any specific employee electing the buyout option according to the schedule listed below. The dollar amounts listed below are for a twelve (12) month period (October through September) and will be prorated based on the number of months the employee actually opts out of the County’s Group health insurance plan. A separate check will be issued by September 30th for the current fiscal year the employee’s elect this option.

	Per Year (October through September)
Single	\$900.00
2-Person	\$1,500.00
Family	\$2,000.00

3. A GELC member who chooses the compensation in lieu of health benefits has the right to reenter the County health benefits plan during the next open enrollment period which is September 1st through September 30th of each year, or upon a “Qualified Life Event” as allowed for by the insurance carrier and the IRS regulations.
4. Full-time employees are eligible for this buy out and part-time, as defined in 26.1 on a pro-rated basis.
5. No matter respecting the provisions of any of the insurance or pension retirement programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

25.2 DENTAL/OPTICAL INSURANCE

Each full-time employee will be provided with dental/optical insurance, as provided in Appendix "A". Regular part-time employees who are budgeted to work 20 hours or more per week may participate in the “in house” dental/optical insurance plan on a pro-rated basis.

25.3 DISABILITY INSURANCE

a. Long Term. Each full-time employee will be provided with long term disability insurance. Regular part-time employees will be provided with long term disability on a pro-rated basis. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 91st day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of income to a maximum benefit not to exceed \$5,000.00 per month.

b. Short Term. Each full-time employee will be provided with short term disability insurance. Regular part-time employees will be provided with short term disability insurance on a pro-rated basis. All payable benefits must meet insurance carrier requirements for eligibility and reporting. Payable benefits begin on the 8th day for accident and illness and are payable to the Social Security Normal Retirement Age. Employees will receive 60% of gross income (excluding overtime) to a maximum benefit not to exceed \$600 per week up to 13 weeks. Employees may use accrued PTO time to supplement the short and long term disability benefits, as plans allow, up to a maximum of their current pay rate.

25.4 LIFE INSURANCE

Each full-time employee will be provided with a \$20,000 Term Life Insurance Policy, which is reduced to \$5,000 at age 70. Each regular part-time employee will be provided with a \$10,000 policy. All regular part-time employees shall be given the option to pay the insurance premium to have a \$20,000 life insurance policy instead of the \$10,000 policy, if desired. Policy shall contain a double indemnity clause. Effective October 1, 2015, all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

25.5 RETIREMENT HEALTH INSURANCE

Retirees hired prior to November 1, 2006, who are less than 65 years old but are at least 60 years old with 10 years or more of service, or who have completed 25 years of service and attained the age of 55 immediately preceding retirement, will receive credit towards their health insurance premium in accordance with the following schedule, provided that the retiree does not owe the County for past premiums.

Years of Service	Annual Retiree Health Insurance Credit
10 Complete Years of Service	\$500
11 Complete Years of Service	\$700
12 Complete Years of Service	\$900
13 Complete Years of Service	\$1,100

14 Complete Years of Service	\$1,300
15 Complete Years of Service	\$1,500
16 Complete Years of Service	\$1,700
17 Complete Years of Service	\$1,900
18 Complete Years of Service	\$2,100
19 Complete Years of Service	\$2,300
20 Complete Years of Service	\$2,500

Credit shall in no event exceed actual annual premium. No cash will be paid in lieu of credits.

Retirees who have reached the age of 65 with 10 years or more of service will receive health insurance credit at the 1989 cap of \$55.60 per month. Any premium amount over the \$55.60 per month will be split equally between the retiree and the County.

Upon death of a retiree, the monetary amount of the plan the retiree was on, will be reduced by one half to the surviving spouse.

Any employee who has worked for the County for a minimum of 10 years may choose, upon retiring from the County, to remain on the county's health insurance plan provided he/she pays the entire premiums.

Employees and retirees of Gratiot County shall not be eligible for dual coverage as both a sponsor and dependent for retiree health insurance coverage under this Agreement.

The County has approved the application of retiree health credits to other than County health plans. The retiree must provide proof of personal payment for health insurance whereupon the County will reimburse the retiree the amount of their monthly credit. In no case will the amount of reimbursement exceed the monthly credit authorized to the retiree based on years of service or the actual personal out of pocket cost of insurance. Receipts for the year will need to be turned into payroll by December 31st and reimbursements will be paid by January 31st. In no case shall the retiree's reimbursement amount exceed the documented out-of-pocket expenses. Once a retiree decides to terminate enrollment in any County group health insurance plan, that retiree forfeits all future rights of enrollment in any County group health insurance plan.

Effective November 1, 2006, all new hires to the unit will not be eligible for any retirement health insurance benefit from the County.

25.6 RETIREMENT LIFE INSURANCE

Retirees who are at least 60 years old with 10 years or more of service, or who have completed 25 years of service and attained the age of 55 immediately preceding retirement, will be provided with a \$5,000 term life insurance policy.

Effective November 1, 2006, all new hires to the unit will not be eligible for any retirement life insurance benefit from the County.

26. RETIREMENT PLAN

26.1 MERS PLAN

For full time and regular part time employees hired prior to October 1, 2000, who qualify pursuant to the MERS Plan Document for Defined Benefit Plans, the County will provide the MERS B-3, F55/25, V-10, FAC 5, E-2 Retirement Defined Benefit Plan, with a 2.6% of compensation employee member contribution.

26.2 DEFINED CONTRIBUTION PLAN

Effective October 1, 2000, all new hires to the unit will become members of the Gratiot County Defined Contribution Plan managed by the MERS. The following shall be the employee and Employer contributions based on a percentage of the employee's current compensation as defined by the MERS Plan Document:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
3%	0%	3%
6%	9%	15%

The employee must select one (1) of the above contribution plans initially upon being hired and shall not be eligible to change the selected contribution. Under the Gratiot County Defined Contribution Plan, the employee will be provided with maximum portability of both employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings and a percentage of the employer contributions, on a sliding scale based on the years of service as scheduled below:

<u>Service Time</u>	<u>Retained By Employee</u>
0-2 Years	0%
2 Years	25%
3 Years	50%
4 Years	75%
5 Years or more	100%

The County shall be responsible for coordinating the Gratiot County Defined Contribution Plan with the MERS and shall hold the GELC harmless for employees liability related to the new program.

27. PRIOR AGREEMENTS AND UNDERSTANDING

It is the intent of the Parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern hereto the entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.

28. AMENDMENTS

The provisions of this Agreement can be amended, supplemented, rescinded, or altered otherwise only by mutual agreement in writing hereafter expressly signed by the parties hereto.

29. LEGALITY OF CONTRACT

Should any individual Section of this Agreement be held to be illegal and, therefore, invalid in whole or in part, such illegality and invalidity shall not affect the legal and valid provisions of the Agreement.

30. DURATION OF AGREEMENT

This Agreement shall become effective as of the 1st day of October, and shall remain in force for two years, until 11:59 p.m. of the 30th day of September, 2020 and thereafter from year to year unless written notice of termination or desired modification is given at least sixty (60) days prior to expiration date by any party hereto.

31. COPIES OF AGREEMENT

The County and the GELC are desirous that each employee should be familiar with the provisions of this Agreement and their rights or responsibilities as set forth herein. For this reason, the County shall post this Agreement on the county website, excluding Appendices, to ensure access by all members at any time.

32. WAGES AND POSITIONS

Listed in "Appendix B" and incorporated herein are the base rates of pay for the respective positions for fiscal years 2018-2020.

On or before October 15, 2018, employees shall receive a cash payout of 1.5 percent of base pay (pay prior to negotiated increases for 2018-2019).

Wages for fiscal year 2018-2019 shall be increased by two percent.

Wages for fiscal year 2019-2020 shall be increased by two percent.

The level/step wage scales for fiscal years 2018-2020 is listed in "Appendix C" and incorporated herein.

Additional compensation for cross training and/or additional training may be awarded to employees deemed eligible within the sole direction of the supervising department head or elected official, provided funds are available.

Executed this 1st day of October, 2018 by the undersigned on behalf of their respective principals.

FOR THE COUNTY

Date: _____

George Bailey Chairperson
Board of Commissioners

Date: _____

Keith Kushion, Prosecuting Attorney

Date: _____

Bernie Barnes, Drain Commissioner

Date: _____

Angie Thompson, County Clerk

Date: _____

Michelle Thomas, Treasurer

Date: _____

Mary Merchant, Register of Deeds

FOR THE GRATIOT COUNTY GOVERNMENTAL EMPLOYEES LABOR COUNCIL

Date: _____

Date: _____

Date: _____

Union Representative
Governmental Employees Labor Council

Representatives of Gratiot County and of the Governmental Employees Labor Council agree that the edits inserted in this document fully and accurately reflect the Tentative Agreement of the negotiating entities and that each representative will, in good faith, support ratification by their members and elected officials. Further, the parties have authorized the parties shown below to memorialize this agreement.

For Gratiot County:

Tracey Cordes, County Administrator

Date

Amanda LeBaron, President
Gratiot County Governmental Employees Labor Council

Date