

**ORIGINAL FOR EXECUTION**  
**July 14, 2011**

## **AGREEMENT**

**By and Between**

**THE CLARE COUNTY BOARD OF COMMISSIONERS  
AND THE CLARE COUNTY DRAIN COMMISSIONER,  
TREASURER, CLERK-REGISTER OF DEEDS AND  
PROSECUTING ATTORNEY**

**AND**

**THE INTERNATIONAL UNION UAW and its  
LOCAL 1974, UNIT 1  
Non-Supervisory Unit**

**October 1, 2010, through September 30, 2013**

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## AGREEMENT

**THIS AGREEMENT** shall be effective upon execution by the parties, except as otherwise stated herein, and is by and between the **CLARE COUNTY BOARD OF COMMISSIONERS**, hereinafter referred to as the "**BOARD**" and the **CLARE COUNTY DRAIN COMMISSIONER, TREASURER, CLERK-REGISTER OF DEEDS, and PROSECUTING ATTORNEY**, hereinafter referred to as "**ELECTED OFFICIALS**", and sometimes referred to together as "**EMPLOYER**", and the **INTERNATIONAL UNION UAW and its LOCAL 1974, UNIT 1**, hereinafter referred to as the "**UNION**".

## NON-DISCRIMINATION

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

## ROLE AND RELATIONSHIP OF BOARD AND ELECTED OFFICIALS

The Board and the Elected Officials each retain and reserve to themselves individually, without limitations, all the powers, rights, authorities and duties conferred upon them by the constitution and the laws of the State of Michigan.

## ARTICLE 1 RECOGNITION

**Employees Covered.** Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time Non-Supervisory employees, including all secretaries in the Veteran's Affairs Office, Prosecuting Attorney's Office and Building Department Clerks, Deputy Clerks, and Deputy Registers in the County Clerk's/Register of Deed's Abstractor's Office, Drain Department, Treasurer's Office, Building Department and Equalization Department and Gypsy Moth secretary; the Deputies in the Treasurer's Office; the Register of Deeds' and Abstractor's Offices; Cooperative Extension Secretary; all Custodians, the Animal Control Officer, Clerk-Field Appraiser Level 2, and the Crime Victim Rights Advocate, EXCLUDING, all elected public officials, supervisors, confidential secretaries, casual employees and executives, as defined by the Act.

## ARTICLE 2 NO STRIKE CLAUSE; PAST PRACTICE; WAIVER PROVISION; DUES CHECKOFF

**Section 1.** The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer. The Employer will not lock out employees.

**Section 2.** This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

**Section 3.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

**Section 4. Union Dues, Representation Fees.**

1. The Employer agrees to deduct Union dues or Union representation fees from employees paychecks to become effective the first payday of the month, following the employee's successful completion of thirty (30) days of full-time or regular part-time (over 18.75 hrs./week) employment as outlined in this section. The thirty (30) day deduction shall not be applied retroactively nor shall it affect any other provision in this contract. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes thirty (30) days of full-time or part-time (over 18.75 hrs./week) employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of thirty (30) days of full-time or part-time (over 18.75 hrs./week) employment. The thirty (30) day deduction shall not be applied retroactively nor shall it affect any other provision in this contract.

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

2. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

- A. The Union shall obtain from each of its members a completed and signed authorization form, which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.
- B. All check-off authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no check-off shall be made until such deficiency is corrected.
- C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.
- D. The Employer shall only check-off obligations, which come due at the time of check-off, and will make check-off deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- F. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

3. **Continued Employment.** The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

4. **Hold Harmless and Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certifica-

tion or authorization furnished under this section or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

### **ARTICLE 3** **EMPLOYER RIGHTS**

#### **Section 1.**

A. **Operation.** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

B. **Overtime.** The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous.

C. **Work Schedule.** The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

D. **Discipline and Discharge.** The Employer or its designee reserves the right to discipline and discharge.

E. **Retention of Right.** The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc. All rights, functions, powers and authority, which the Employer has not specifically abridged, delegated, or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

F. **Delegations.** No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

G. All bargaining unit employees within the Prosecuting Attorney's office shall be subject to the "Clare County Prosecutor Office Plan for Criminal History Background Check of Existing Employees and New Employees," and any revisions of such policy as may be required by law, regulation and grant agreement conditions. (A copy of such policy is attached to this Agreement as Attachment D). Such policy shall include, but not be limited to, employee disclosure requirements, required criminal background checks and certifications, and potential disciplinary actions.

### **ARTICLE 4** **REPRESENTATION**

#### **Section 1. Bargaining Committee.**

A. The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall be paid their straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to



start subsequent to the start of their normal schedule. Employees must receive the approval of their supervisor if they wish to meet with a Union representative before or after negotiations.

**Section 2. Committee Persons.** The Employer recognizes the right of the Union to designate a Committee person and an alternate from the seniority list.

The authority of the Committee person and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances.

**Section 3.** The Committee person, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Committee person leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The supervisor may require the Committee person to investigate and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the workforce cannot be adequately covered during the time that the Committee person desires to investigate and present grievances. The alternate Committee person may take the place of the Committee person only if he/she is not available.

**Section 4. Union Leave.** The Employer agrees to grant time off without pay for union related business. Union leave shall be granted without discrimination or loss of seniority and without pay, to any employee (not to exceed one (1) employee per department at a time) designated by the Union to attend a labor convention or serve in a capacity on other official Union business. The Union will specify the name of the employee(s) and the length of time they will be off work as far in advance as possible, but no later than twenty-four (24) hours notice. Any concerns the Employer has should be addressed with the Union before the leave will take place. The Union agrees not to abuse this Union Leave section.

## **ARTICLE 5** **SPECIAL CONFERENCES**

**Special Conference Procedure.** The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons, however, employees shall be paid while attending a special conference, but only if held during normal work hours.

## **ARTICLE 6** **DISCHARGE AND DISCIPLINE**

**Section 1. Discharge Notice.** The Employer agrees, upon the discharge or suspension of an employee, to notify in writing the employee and the Unit Chairperson of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

**Section 2.** For all non-probationary employees, discipline and/or discharge shall be for just cause. The employer shall apply the principles of progressive discipline except in such circumstances such as, but not limited to, fraud, intentional misrepresentation, assault, theft, sabotage, misconduct and sexual harassment.

**ARTICLE 7**  
**GRIEVANCE PROCEDURE**

**Section 1. Definition of Grievance.** The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provisions(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced according to the time limits established in Section 3. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

**Section 2. Time Limitation.** The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure and shall not be considered "calendar days." The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

**Section 3. Procedure for Grievances.**

- A. Grievances shall be processed in the following manner within the stated time limits.
- B. **(Step 1)**. If an employee has a grievance, he/she has the right to discuss the grievance with his/her immediate supervisor/Department Head, within five (5) days of the occurrence of the circumstances giving rise to the grievance or within five (5) days that the employee should have reasonably known of the occurrence, with the object of solving the matter informally. He/she may request that their Union representative be present at this meeting. If the employee does not wish to meet with their supervisor or fails to reach an agreement with the supervisor, the grievance will be advanced to Step #2.
- C. **(Step 2)** The Union shall present the grievance in writing to the employee's Department Head or his/her designated representative and a copy to the Chair of the Board of Commissioners within ten (10) days of the failure to reach an agreement with the Department Head/Supervisor.
- D. The Department Head or their representative shall have five (5) calendar days to answer. The Department Head or their representative does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Department Head or their representative shall not act as precedent.
- E. **(Step 3)**. If the Union is not satisfied with the answer of the Department Head, it may appeal to the County Board of Commissioners within five (5) calendar days of receipt of the Department Head's answer. The appeal shall be filed in writing and a copy also filed with the Department Head. A meeting shall then be held within thirty (30) calendar days of the appeal between the County Board of Commissioners, the Department Head, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Union's attorney and/or Business Representative, and the County attorney. The County Board of Commissioners shall then answer the grievance in writing within ten (10) work days of the appeal meeting.
- F. **(Step 4)**. If the Union is not satisfied with the answer of the County Board of Commissioners, it may appeal the grievance to arbitration by notifying the Department Head and County Board of Commissioners of its desire to arbitrate within ten (10) calendar days of receipt of the answer of the County Board of Commissioners. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.
- G. The fees and expenses of the Arbitrator and FMCS shall be shared equally by the Employer and the Union.
- H. The County Board of Commissioners does not have the authority to alter the decision of the Elected Officials on a disciplinary matter for employees working for those elected officials. If there is a disagreement between the Elected Officials and County Board of Commissioners on an answer to a grievance on an

employee disciplinary matter for the employees working for the elected official, the answer of the Elected Official shall prevail. The decision of the Elected Officials may be appealed by the Union to arbitration as provided hereunder. The Board of Commissioners does have the authority to make a decision on a disciplinary matter for all other employees, i.e. those not working for elected officials.

**Section 4. Arbitration.**

A. In accordance with the procedures of FMCS, the Union may file a demand for arbitration specified above within ten (10) calendar days after receiving the Employer's answer.

B. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

C. The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.

D. Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing.

**Section 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 utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

**ARTICLE 8**  
**PROBATIONARY PERIOD**

All employees shall be considered probationary employees until the employee has completed six (6) months of work. The Department Head or his/her designee has the right to extend the probationary period of an employee up to an additional thirty (30) days upon agreement with the Union representative prior to the extension of the probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

**ARTICLE 9**  
**SENIORITY**

**Section 1. Definitions.**

A. **Seniority.** Seniority shall be defined as the length of an employee's continuous full time service with the Department where they are employed since the employee's last date of hire excluding unpaid leaves of absence of more than ten (10) consecutive days.

**Section 2. Seniority List.** The seniority list shall contain the names of all seniority employees and their length of service. The Employer will provide the Union, upon request, with copies.

**Section 3. Loss of Seniority.** An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. He/she resigns or quits.
- B. He/she is discharged or terminated and not reinstated.
- C. He/she retires.
- D. He/she is convicted of a felony.
- E. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.
- F. Two (2) unexcused absences on a regularly scheduled work day within a twelve (12) month period.
- G. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave).
- H. Intentionally falsifies his/her employment application.
- I. Failure to return to work when recalled from layoff as set forth in the recall procedure.

**ARTICLE 10**  
**LAYOFF AND RECALL**

**Section 1.** In each department (examples of "department" are the following offices; Treasurer, Drain, Prosecuting Attorney, Clerk-Register of Deeds, Veteran Affairs, Equalization, Building, Animal Control, Custodian, etc.), seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights for employees who are laid off.

**Section 2.** In the event of a layoff, an employee so laid off shall be given ten (10) calendar days' notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

**Section 3.** An employee in a UAW bargaining unit who is transferred outside the UAW bargaining units and is therefore transferred to a nonunion position within the County shall not continue to accumulate departmental seniority while working outside the UAW bargaining units, but will continue to accumulate County seniority. The employee who is transferred back to the UAW bargaining unit(s) shall maintain the seniority rank he/she had at the time of his/her transfer/promotion.

**Section 4.** If a "vacancy" exists in another department within the bargaining unit for which the laid off employee has the qualifications, the laid off employee shall be given up to a thirty (30) calendar day probationary period to determine if he/she can satisfactorily perform the work of that position. The employee shall be notified if he/she will be retained in that position. It shall be within the sole discretion of the Department Head to determine whether or not that individual can satisfactorily perform the work and remain in the position. The decision by the Department Head shall be final and binding on all parties and shall not be subject to the grievance procedure contained in this contract. If the employee is not retained in that position, he/she will be returned to layoff status. The word "vacancy" does not include a vacancy resulting from a layoff but refers to a position which is vacant due to resignation, death, retirement, or newly created position, and the position is authorized to be filled by the Board of Commissioners.

If the employee is retained by the Department Head, he/she shall have his/her seniority transfer to the new position. In the event a laid off employee who is subsequently re-employed through the process contained in this section has had their retirement funds which they contributed to MERS refunded to them, that employee must return the monies and pay any other required sum if the employee desires to be credited with prior retirement service.

If two or more employees are on layoff, the most senior employee having the required qualifications shall be given the opportunity for the trial period for the vacant position. All laid off employees shall apply, if interested, within three (3) days of the occurrence of the vacancy. If they do not apply within that three (3) day period, they waive all rights for a trial period for that position. A Union representative shall be notified of a vacancy. Laid off employees shall have the responsibility to determine if there are any vacancies. If the laid off employee does not satisfactorily complete the probationary period as noted above, he/she will not be eligible for another position of the same or similar nature. The above rights of laid off employees shall last for the length of the employee's seniority or two (2) years from the date of layoff, whichever occurs first.

**Section 5.** The Union will have the right to meet and discuss a layoff with the Employer prior to the layoff going in to effect.

#### **ARTICLE 11** **TRANSFERS**

Clare County Local 1974 UAW Units 1 and 2 employees may transfer between Units 1 and 2 on the following terms:

1. No additional probationary period will be required.
2. Department seniority will be the same as outlined in the applicable Seniority Article.
3. Sick days, vacation days, personal days, and longevity shall continue to be earned by County Seniority under the respective provisions outlined in UAW Local 1974 Unit 1 and 2 contracts.
4. Previously earned sick days, vacation days, and personal days shall be transferred day to day into new position with UAW Local 1974 Unit 1 and 2.

#### **ARTICLE 12** **SUPPLEMENTARY EMPLOYMENT**

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- (a) That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- (b) Upon request, the employee shall inform his/her Department Head of their supplemental employment.

**ARTICLE 13**  
**JOB POSTINGS**

Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit. The person selected, if not currently employed, shall be on probation the same as a new hire pursuant to Article 8 provisions. If the person selected is currently in the bargaining unit, they shall be on a thirty (30) calendar day probation. Within that thirty (30) days the employee may elect to return to their former position or the Employer may require them to return to their former position. If an employee is required by the Employer to return to their former position as provided above, it shall not be grievable.

**ARTICLE 14**  
**GRANT FUNDED POSITIONS, TEMPORARY EMPLOYEES, WORK ASSIGNMENTS**

**Section 1.** The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, Youth Corp., prisoner work release persons, etc. Also, the Employer may use jail inmates to do bargaining unit work. Such persons shall not be covered by this contract unless specifically required by the funding source.

**Section 2.** The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract. The maximum number of days that can be worked by such persons within a calendar year shall not exceed three hundred (300) working days in total. This section and the three hundred (300) working days limitation does not apply to the persons noted in Section 1 above. Further, the three hundred (300) working day maximum shall not apply where temporary employees are hired, as provided under this section, to replace an employee(s) who is off work due to vacations, sick leave, Worker's Compensation and/or any other leave authorized under this contract.

**Section 3.** The Employer may require an employee to work in any position or classification or to perform any duties within their department. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absence due to leaves of absences, or for any other reasons.

**Section 4.** Supervisors may perform bargaining unit work at any time.

**ARTICLE 15**  
**UNPAID LEAVE OF ABSENCE**

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

**Section 2.** An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or sooner if approved by his/her Department Head.

**Section 3.** An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time, include, but are not limited to, vacation, sick leave, health insurance, holidays, and retirement. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the Employer.

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

**ARTICLE 16**  
**NEW CLASSIFICATIONS**

The Board of Commissioners reserves the right to establish new bargaining unit classifications and rate structures for same. Under such circumstances, the Board shall notify the Union in writing prior to it becoming effective. If the Union does not object to the proposed rate within five (5) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within five (5) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the Union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay, subject to the outcome of the negotiations being retroactive to the date the position is filled. . In the event the parties cannot reach an agreement, the Board may implement its last best offer once impasse is reached.

**ARTICLE 17**  
**SUBCONTRACTING**

Notwithstanding any other contrary provision in this contract, the Board of Commissioners reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Board shall provide sixty (60) calendar days written notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall provide a summary of the subcontracting costs and/or will meet with Union officials to discuss the proposed subcontracting within the above sixty (60) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide three (3) weeks severance pay to that employee(s).

**ARTICLE 18**  
**JURY DUTY**

Full-time employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least three-fourths (3/4) hours remaining of scheduled work, except for jury duty at the Federal Court in Bay City. In such event (Bay City Federal Court jury duty), they shall return to work if released with three (3) hours left in their work day. Employees shall submit evidence of attendance at jury duty upon request.

**ARTICLE 19**  
**WORKING HOURS**

The starting and quitting times of employees may be changed by the Board of Commissioners. The Employer will provide ten (10) calendar days notice prior to such changes unless there are personnel shortages, employees absent from work, an emergency situation, weather problems, or for any unforeseeable circumstances.

- A. Currently, the normal work week for permanent full-time employees is five (5) consecutive days, thirty-seven and one-half (37 1/2) hours per week, seven and one-half (7 1/2) hours per day. An employee is entitled to one (1) hour unpaid lunch unless other arrangements are approved by the employee's Department Head. The Department Head shall determine what time employees can take their lunch break which will be between 11:30 and 1:30.
- B. Overtime Pay: Employees will be paid for time worked beyond 37.5 hours weekly, upon the approval of their Department Head, as follows:
  - (1) Straight time up to forty (40) hours.

- (2) Over forty (40) hours of time worked shall be paid at 1.5 the regular rate of pay. Time worked does not include vacation pay, or sick pay, or personal days off from work. All "overtime" must be approved by the Department Head prior to the hours worked in order for the employee to be eligible for such pay.
- C. Work Breaks: An employee working a seven and one-half (7 1/2) hour day will be allowed a ten (10) minute break in the morning and a ten (10) minute break in the afternoon. However, breaks require the approval of an employee's supervisor. In the event that the employee does not or cannot take a break, the breaks do not accumulate.

**ARTICLE 20**  
**SICK LEAVE**

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

- a) Each employee, after completion of the Probationary period, shall earn one (1) sick leave day per month for Employer compensated work. He or she may carry forward to their next anniversary date all unused days to a maximum of seventy (70) days.
- b) After accumulation of seventy (70) days on the employee's anniversary date, the employee shall be paid at the rate of sixty-five percent (65%) of their regular daily rate on all sick days accumulated in excess of seventy (70) days.
- c) Employees must verify the number of days accumulated by completing and signing a form for the number of days accumulated and submit it to bookkeeping with the time voucher for the end of the month for payment the first pay of the following month.
- d) Employees must notify their Department Head or his/her designee at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.
- e) In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Workers' Compensation Law, accrued sick leave may be utilized to maintain the difference between the workers' compensation payment and the employee's net regular salary or wage. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Workers' Compensation Law, if any. Sick leave does not accrue while an employee is receiving Workers' Compensation.
- f) After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and longevity. Sick leave does not accrue when an employee is off of work on sick leave.
- g) Abuse of sick leave is cause for dismissal.
- h) Sick leave time shall be used only in the event of the employee's illness or injury; or doctor and dental appointments as provided in Section 2 below. However, an employee may use up to five (5) days of their sick time to attend to their spouse, child, dependent, parent or parents-in-law for medical reasons or for family medical, dental or vision appointments provided at least three (3) days advance notice is given, when possible, to the department head and for temporary illnesses that prevent the dependent from being taken to school or day-care. An employee may use sick days for a family member qualifying under FMLA.



- i) If terminated by the Employer and not reinstated through the grievance procedure, no accrued sick leave benefit will be paid to the employee. If an employee resigns or is laid off, retires or dies, he/she will be paid one-half (1/2) of his/her accumulated sick leave.
- j.) In the event of an employee's death arising out of, or in the course of, an employee's performance of duty with the County for which the employee's beneficiaries are entitled to a duty-death retirement under the Michigan Municipal Employees Retirement Systems and survivor benefits under the Michigan Worker's Compensation law, the deceased employee's spouse and/or dependents shall be entitled to payment for 50% of the deceased employee's unused sick leave.

**Section 2.** Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

**Section 3.** Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

**Section 4.** All sick leave used shall be verified by the employee with evidence as his/her Department Head may require which could include a doctor's verification. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

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

**Section 6.** The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of leave of absence including but not limited to vacation, sick leave, or layoff. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may terminate the employment of the employee.

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

## **ARTICLE 21** **FUNERAL LEAVE**

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

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

All full-time employees will be granted, with pay, up to three (3) consecutive days in the event of death of any of the following family members:

·Grandparents, Grandparents-in-law, Aunts, Uncles, Nieces and Nephews.

These days shall not accumulate.

## **ARTICLE 22** **PART-TIME EMPLOYEES**

Employees hired to work less than 37.5 hours per week, excluding those stated in Article 14, shall be considered part-time employees. If they are hired to work a normal schedule of eighteen and three-quarters (18-3/4) hours or less per week, they shall be paid between the mandatory minimum wage per hour and Eight and No/100ths (\$8.00) Dollars per hour, as determined by the Board of Commissioners in its sole discretion. If they are hired to work a normal schedule between eighteen and 76/100ths (18.76) hours and thirty-seven and 49/100ths (37.49) hours per week, they shall receive the same hourly rate as a full-time employee in that position. Part-time employees shall not receive any fringe benefits such as but not limited to, vacation, holiday pay [except as provided in Article 26, Subsection 2(h)], sick leave, life insurance and health insurance.

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

## **ARTICLE 23** **LIFE INSURANCE**

The Employer shall maintain during the term of this Agreement, life insurance for full-time non-probationary employees in the amount of Twenty Thousand and no/100 Dollars (\$20,000.00) and Thirty Thousand and no/100 Dollars (\$30,000.00) accidental death.

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

## **ARTICLE 24** **RETIREMENT/PENSION**

The Employer shall continue the retirement program in effect as of January 1, 1986 for full-time employees in the bargaining unit. This program is provided through the Municipal Employees' Retirement System, Plan C-2 (B-1 base); F55 with twenty-five (25) years of service. Effective October 1, 1994, the B-2 program shall be implemented. The Employer and employees shall continue to make the same financial contributions to the retirement plan as in effect on January 1, 1986.

Effective September 1, 1997 the Employer shall provide the B-3 program. The Employer and employees shall continue to make the same financial contributions to the retirement plan as noted above.

**ARTICLE 25**  
**VACATION LEAVE**

**Section 1.** Full-time employees shall be eligible for paid vacation days after six (6) months of service is completed (No paid vacation in the first six months of employment).

If time off is permitted to be taken by the Employer during the first six months, the wages SHALL BE DEDUCTED from the employee's check.

**Section 2.**

**Years Completed**

**Vacation Days**

After completion of six (6) months

Full-time employees shall be entitled to three (3) days paid vacation upon their six month Anniversary Date.

After completion of one (1) year.

Full-time employees shall be entitled to an additional three (3) days paid vacation upon their Anniversary Date.

The maximum number of days full-time employees shall be entitled during their first year of employment shall not exceed six (6) days paid vacation upon their Anniversary date.

After completion of two (2) years

Full-time employees shall be entitled to twelve (12) days paid vacation upon their Anniversary Date.

After completion of five (5) years

Full-time employees shall be entitled to eighteen (18) days paid vacation upon their Anniversary Date.

After completion of fifteen (15) years

Full-time employees shall be entitled to twenty (20) days paid vacation upon their Anniversary Date.

After completion of twenty-five (25) years

Full-time employees shall be entitled to twenty-two (22) days paid vacation upon their Anniversary Date.

**Section 3.** A maximum of five (5) vacation days may be carried over into the next anniversary year and must be used within the next anniversary year. However, it shall be within the Department Head's sole discretion whether or not to allow the up to five (5) days of vacation to be carried over. In the event the Department Head or his/her designee doesn't allow the employee to carry over these days, the unpaid portion will be paid to the employee within 30 days of their anniversary date.

**Section 4.** All vacations must be approved by the Department Head as to the time and length of vacation.

**Section 5.** Holidays falling within a vacation period shall not be counted as a vacation day, but shall be a paid holiday.

**Section 6.** Upon termination of employment or duty death as defined in Section 7, accrued vacation will be prorated for time earned and paid accordingly. An exception to the above vacation payout shall be that no accrued vacation shall be paid upon termination of employment for misconduct or conviction of a felony.

**Section 7.** In the event of an employee's death arising out of, or in the course of an employee's performance of duty with the County for which the employee's beneficiaries are entitled to a duty-death retirement under the Michigan Municipal Employees Retirement Systems and survivor benefits under the Michigan Worker's Compensation law, the deceased employee's spouse and/or dependents shall be entitled to payment for unused accumulated vacation time.

**Section 8. Vacation Scheduling.** Requests for vacation of five (5) days or longer shall be made to the Department Head at least twenty (20) working days prior to the beginning of the requested vacation. The Department Head shall approve or deny the request within five (5) working days. Department Heads may grant vacations at their discretion, considering the employee's wishes and efficient operation of the Department. If an employee has not requested and had approved vacation time requests in a sufficient amount to use their vacation accumulations and there are forty-five (45) or less days prior to the employee's anniversary date, the Department Head may require the employee to use such vacation time; and if the employee and the Department Head cannot mutually agree to a schedule for such use, the Department Head may assign a vacation period. A vacation may not be waived by an employee and extra pay received for work during that period. An employee may use vacation only with the prior approval of his/her Department Head.

## **ARTICLE 26** **HOLIDAYS**

**Section 1. Holiday Schedule.** Full-time non-probationary employees shall receive seven and one-half (7-1/2) hours pay at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

1. New Year's Day (January 1)
2. Martin Luther King Day (3rd Monday in January)
3. President's Day (3rd Monday in February)
4. Good Friday
5. Memorial Day (Last Monday in May)
6. Independence Day (July 4)
7. Labor Day (1st Monday in September)
8. Columbus Day (2nd Monday in October) – Effective 2012
9. Veteran's Day (November 11)
10. Thanksgiving Day (4th Thursday in November)
11. Friday following Thanksgiving
12. December 24 - Effective 1988
13. Christmas Day (December 25)
14. December 31 - New Years Eve

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

- a) An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- b) The employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday.
- c) The employee must not be on a leave of absence, layoff, or disciplinary suspension.
- d) No employee will be eligible for holiday pay prior to his/her completion of the probationary period.
- e) If the holiday falls on Saturday, employees will celebrate the holiday on Friday. If the holiday falls on Sunday, Monday shall be observed as the holiday.
- f) An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.
- g) In the event that an employee is scheduled and/or required to work on any holiday, such employee shall be compensated at one time his or her rate plus the regular rate of pay (2 times the rate of pay) for all Holiday hours worked. To be eligible for this benefit, the employee must work his/her regular schedule the day before and the day after the holiday.

- h) Part-time employees shall be paid one and one-half (1-1/2) times their regular pay when working a holiday.

**Section 3.** Department Heads may require employees to work on paid holidays.

**ARTICLE 27**  
**MEDICAL COVERAGE**

**Section 1. Medical Insurance.** Full-time, regular employees and their spouse and their dependants are eligible for medical insurance as stated below. Health insurance shall commence for new hires approximately ninety (90) days after employment excepting that health insurance shall commence upon the date of hire as a regular full-time employee if that employee was previously employed performing bargaining unit work as a temporary employee for a minimum of sixty (60) days of work immediately prior to being hired as a regular full-time employee. The Employer's obligation to pay the premiums on the medical insurance does not include nor cover children of the employee over age nineteen (19), unless required by law.

**Section 2. Plans.**

- A. The County health insurance plan upon ratification of this Agreement shall be the plan set forth in Attachment C.
- B. The County will not offer dual health insurance to county employees so an employee is covered both as an employee and as a dependent under the County's health insurance plans. The carrier of the health insurance will be at the employee's discretion.

**Section 3. Premiums.**

- A. The Employer agrees to pay the premium for eligible full-time employees, their spouse and their dependents for the above medical and hospitalization coverages outlined in subsection #2 above through July of 2012, and thereafter, up to the premium rates in effect in July of 2012. If there are any premium costs above the premium rates in effect in July of 2012, the employee shall pay fifty percent (50%) through payroll deductions and the Employer shall pay fifty percent (50%) of the costs above the July 2012 premium rates.
- B. If the County becomes aware that the insurance premium costs will increase so that the premiums may require additional employee co-pays, the County will notify the union, and the Union shall have the right to meet and review with the Employer options they could avoid or reduce such co-pay costs.
- C. If an employee selects a Plan for which the premium costs are below the Employer's cost for the plan set forth in Attachment C, the employee shall receive 50% of the difference through contributions in the County 125 Plan.
- D. **Health Care Cost Containment Committee.** The Employer and the Union recognize the rapidly escalating health care costs, including the cost of medically unnecessary services and inappropriate treatment, have a detrimental impact on the health benefit program. 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 two (2) representatives from the Employer, from the non-union/elected officials, and from each participating union.
  - 2. The Union representatives shall be granted time off as is reasonably necessary to complete the foregoing.

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. Minutes of each meeting shall be taken.
4. This Committee may provide recommendations as to the Health Insurance Program options for each year of this Agreement after July 2012.

**Section 4. Waiver.** Full-time employees electing not to receive the above stated health insurance coverage shall receive the payment arrangements stated in Attachment A. Employees electing such payment may be required to sign a waiver form supplied by the Employer. No other benefits or payment shall be provide to employees receiving or electing not to receive health insurance benefits. Attached hereto labeled Attachment A, is the health insurance reimbursement policy which is incorporated into this contract

**Section 5. Carriers.** The Board of Commissioners reserves the right to change carriers, provided that the same basic coverage remains. The Employer shall give thirty (30) calendar days prior notice to the Union before it changes insurance carriers.

**Section 6. Health Insurance for Retirees.** The above health insurance may be continued by a person who retires from County employment by paying premiums quarterly, in advance, to the County Clerk's Office. Retiree is defined as being eligible under the MERS program guidelines to retire and receive retirement benefits from the County immediately. The County will contribute towards the retiree health insurance premiums for retirees, as defined above, that met the following criteria up to the specified amounts:

- 20 or more years of service with Clare County = up to \$150.00 per month
- 25 or more years of service with Clare County = up to \$175.00 per month
- 30 or more years of service with Clare County = up to \$200.00 per month

In the event Blue Cross Blue Shield does not permit retirees to remain on the Plan listed in Attachment C after leaving active County service, County will offer the Blue Cross Blue Shield CMM with \$250 deductible 80/20 with a \$1000 stop loss in lieu of the Attachment C coverage for retirees elected to obtain coverage through the County. When an "Active Employee retires" and becomes eligible for Medicare Parts A and B, the Clare County Employee Health Benefit Plan shall become secondary and Medicare shall become primary. This also applies to any covered dependent of the retiree who becomes eligible for Medicare.

**Section 7. Health Insurance Coverage for Laid Off Employees.** Health insurance will be continued by the Employer for a laid off employee for two (2) months following layoff.

**Section 8. Duty Death/COBRA.** In the event of an employee's death arising out of, or in the course of, an employee's performance of duty with the County for which the employee's beneficiaries are entitled to a duty-death retirement under the Michigan Municipal Employees Retirement Systems and survivor benefits under the Michigan Worker's Compensation law, the County, for 36 months after the employee's death, shall contribute towards the County group health insurance program premium for the deceased employee's spouse and dependents the same amounts provided active employees in the same classification as the deceased employee, subject to the following contingencies:

- (1) The continued health insurance coverage and premium contribution under the County's group health insurance plan shall be only for the spouse and dependents that were under the County's health insurance plan at the time of the employee's death.
- (2) The continued health insurance coverage and premium contribution will be permitted only if the covered dependents exercise their right to elect continued coverage under the federal COBRA legislation to permit their participation under the County group health insurance plan.
- (3) The continued health insurance coverage and premium contribution will be contingent upon the appropriate premium co-payments being made to the County by the covered dependents on the same basis as that required of active employees under the same insurance program.
- (4) The County's premium contribution shall cease as to any covered dependents if that dependent becomes eligible for health insurance coverage through another source.

- (5) The continued dependent health insurance coverage and employer premium contribution for such group insurance coverage shall be contingent upon the group health insurance carrier permitting the same.

**ARTICLE 28**  
**SAVINGS CLAUSE**

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

**ARTICLE 29**  
**WAGES**

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

Effective 10/1/2010	–	Current 10-1-2009 wages
Effective 10/1/2011	–	Current 10-1-2009 wages
Effective 10/1/2012	–	Increase wages the same amount as determined to be the allowable cost of living increase for 2012 on homestead properties under the State's property tax laws, as determined by the State of Michigan Department of Treasury, but not to exceed 3%.

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

If any County non-Act 312 eligible Bargaining Unit (excluding Court employee units) receives a wage increase during 2010-2011 or 2011-2012 (unless the cost is offset by other economic concessions), the UAW Unit #1 will be entitled to request a wage reopener for that year.

**ARTICLE 30**  
**HEADINGS**

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

**ARTICLE 31**  
**GENDER CLAUSE**

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

**ARTICLE 32**  
**INCLEMENT WEATHER**

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

**ARTICLE 33**  
**LICENSING AND DUES**

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

**ARTICLE 34**  
**LONGEVITY**

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

In calculating an employee's length of service, the probationary service shall be included after he/she successfully completes the same.

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

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

- After (3) years of continuous service - 2.5% of total Base Pay.
- After (7) years of continuous service - 5.0% of total Base Pay.
- After (10) years of continuous service - 7.5% of total Base Pay.
- After (15) years of continuous service - 10% of total Base Pay.

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

Longevity pay shall be paid on the pay period that includes the employee's anniversary date.

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

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

**ARTICLE 35**  
**TRANSPORTATION AND OTHER EXPENSES WHILE ON COUNTY BUSINESS**

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



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

Registration Fees            Bridge and Road Tolls

Parking Fees

Meals and Lodging

Lodging *See Note	Actual conference rate for single occupancy
Breakfast	\$8.00 (plus tax)
Lunch	\$12.00 (plus tax)
Dinner	\$15.00 (plus tax)

\*If the employee shares a room in an effort to save money, the reimbursement shall be no more than 50% of the shared occupancy rate.

Total meals not to exceed \$35.00 per day (plus tax)

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

Employees must fill out the "Clare County Travel and Expense Voucher".

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

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

All items must be approved by the Finance Committee of the Board of Commissioners.

**ARTICLE 36**  
**WORKERS' COMPENSATION**

**Section 1.** Employees are covered by workers' compensation insurance. Each employee shall report on the job injury to the Department Head immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred.

**Section 2.** If an employee is on workers' compensation, he/she shall be able to supplement their workers' compensation payment by using their accrued and banked sick leave and/or vacation so as to receive the same net salary (regular, non-overtime work schedule) they would have received if not on workers' compensation. Such employee shall not accrue vacation, holiday pay, and sick leave while on workers' compensation. No anniversary step increase shall be given to an employee receiving workers' compensation. Upon return to work, any step increase shall be given which the employee would have received if not on workers' compensation (no retroactive pay).

**ARTICLE 37**  
**PERSONAL LEAVE DAYS**

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

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

**ARTICLE 38**  
**COMPENSATORY TIME**

**Compensatory Time.** At the request of any employee eligible for overtime and with his/her Department Head's approval, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1-1/2) hours for each hour of overtime worked. Notice of this request must be given at the time the aforementioned time is worked. The comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or two (2) months following the calendar year the time was worked. If this notice of desire to take compensatory time is not noted on the Employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual. In the event that such time off is not taken within the limiting time by the employee, he/she shall be given cash payment at the rate based on his/her salary at the time the hours were worked. The maximum accumulated compensatory allowed is fifteen (15) hours at any one time.

**ARTICLE 39**  
**MILITARY LEAVE**

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

B. The Employer shall continue health insurance benefits for employees and their dependents within the National Guard or Reserves that are called to active duty for up to three (3) months or until the employee's dependents are enrolled in military health insurance coverage, whichever occurs first. Benefits for employees and dependants are to be reinstated upon employees return to work.

C. **Military Re-Employment Rights.** The Employer and the Union agree to fully implement all State and Federal re-employment rights concerning employees returning from active military duty, including expressly, all rights relating to return to employment, compensation and seniority.

**ARTICLE 40**  
**FAMILY AND MEDICAL LEAVE**

The employer will allow the employees to select paid or unpaid leave under FMLA event.

As required under FMLA, the Employer selects the 12-month period measured forward from the date an employee's first FULL DAY FMLA leave begins.

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act. The parties also recognize any benefits expressly granted in excess of FMLA in this contract shall remain in full force and effect.

In the event an employee is off on an approved Family Medical Leave Act and has or will be expiring his/her accrued leave, including sick leave; a voluntary donation of employee sick leave will be approved that would continue the affected (receiving) employee to receive compensation while off duty subject to the following:

1. Employees may donate banked sick leave. Such employee-donated sick leave will be converted to the receiving employee's hourly rate of pay and donations may continue through the period of time that receiving employee remains off under the FMLA.

2. Any employee who terminates employment from Clare County within the subsequent 90 days may not apply any of their donated leave time.

**ARTICLE 41**  
**BULLETIN BOARD**

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

**ARTICLE 42**  
**TERMS OF THIS AGREEMENT**

**Section 1.** This Agreement shall become effective upon execution by the parties, and it shall continue in full force and effect until 11:59 p.m. on the 30th day of September, 2013.


**Section 2.** Upon the written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

**Section 3. Local Governmental and School District Fiscal Accountability Act.**


A. To the extent required by MCL 423.215(7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Governmental and School District Fiscal Accountability Act.


B. Inclusion of the language required under Section 15(7) of the Public Employment Relations Act does not constitute an agreement by the Union or the Employer to the substantive or procedural content of the language. In addition, inclusion of the language does not constitute a waiver of the Union's or the Employer's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

**FOR THE UNION:**

  
 \_\_\_\_\_ 7-18-11  
 WILLIAM O. MASON, Chairperson Date  
 UAW Local 1974, Unit 1

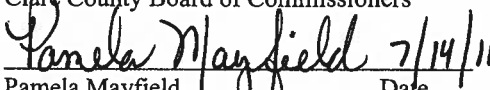
\_\_\_\_\_, Committeeperson Date  
 UAW Local 1974, Unit 1

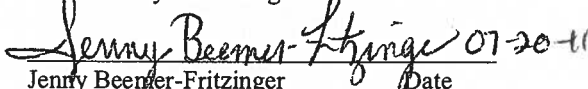
  
 \_\_\_\_\_ 7/16/11  
 Chad Wurtzel Date  
 UAW International Representative


  
 \_\_\_\_\_  
 GERALD KARIEM Date  
 UAW Regional Director, Region 1-D 8-5-11


**FOR THE EMPLOYER:**

  
 \_\_\_\_\_  
 Don David, Chairperson Date  
 Clare County Board of Commissioners

  
 \_\_\_\_\_ 7/14/11  
 Pamela Mayfield Date  
 Clare County Clerk-Register of Deeds

  
 \_\_\_\_\_ 07-20-11  
 Jenny Beemer-Fritzinger Date  
 Clare County Treasurer

  
 \_\_\_\_\_ 7/26/11  
 Michelle Ambrozaitis Date  
 Clare County Prosecuting Attorney

  
 \_\_\_\_\_ 7-27-11  
 Carl Parks Date  
 Drain Commissioner



**ATTACHMENT A**

**HEALTH INSURANCE REIMBURSEMENT POLICY**

A Regular Full-time Employees employed under this agreement who elect not to take health insurance shall be eligible to receive Two Hundred Sixty-Seven and No/100ths Dollars (\$267.00) per month for each month they waive all medical insurance coverages.

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



**ATTACHMENT B**  
**WAGES**

**UAW 1 WAGES FY 2011 & 2012**

**EFFECTIVE OCTOBER 1, 2010 – SEPTEMBER 30, 2012**

<b>Title</b>	<b>Start</b>	<b>After 1 Year</b>	<b>After 2 Years</b>	<b>After 3 Years</b>
General Fund Account Clerk Deputy Clerk-Register of Deeds, Abstract	\$ 28,374.65	\$ 29,292.81	\$ 31,128.57	\$ 32,964.91
Asst. Gen. Fd. Account Dep. Clerk- Register of Deeds, Abstract	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Deputy Clerk, Register of Deeds/abstract	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Deputy Treasurer	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Asst. Veterans Affairs Counselor	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Secretary	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Clerk Animal Control Officer	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Computer Coord. Clerk-Field Appraiser	\$ 26,345.57	\$ 27,263.75	\$ 29,099.51	\$ 30,935.86
Paralegal	\$ 26,345.57	\$ 27,263.75	\$ 29,099.51	\$ 30,935.86
Clerk-Field Appraiser	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Custodian	\$ 23,792.94	\$ 24,711.08	\$ 26,546.85	\$ 28,383.20
Crime Victim Rights Advocate (May be full or part -time)	\$ 24,534.41	\$ 25,452.67	\$ 27,288.44	\$ 29,124.78
Clerk-Field Appraiser 2	\$ 27,804.26	\$ 29,699.34	\$ 31,824.35	\$ 33,645.20
Kennel/Office Worker - Animal Control	\$ 21,567.27	\$ 22,393.10	\$ 24,044.75	\$ 25,696.40
Clerk-Field Assistant/Mapping Technician	\$ 26,334.13	\$ 27,252.29	\$ 29,088.05	\$ 30,924.39

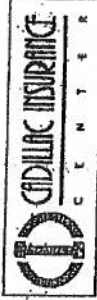
Employees are paid on a bi-weekly basis.

Effective October 1, 2012, increase wages the same amount as determined to be the allowable cost of living increase for 2012 on homestead properties under the State's property tax laws, as determined by the State of Michigan Department of Treasury, but not to exceed 3%.





ATTACHMENT C



**Clare County - (Active & Retirees)**  
Health Benefit Summary Sheet - with HRA

Community Blue PPO 15		HRA Plan
Deductible	\$5,000 - single/\$10,000 family in-network deductible*	None
% Co-pay	20%	0%
20% Copayment Out-of-pocket maximum	\$2,500 - single/\$5,000 family in-network copayment*	None
Office Visit	\$40	Reimburse down to \$10
Emergency Room Copay	\$150*	Reimburse down to \$50
Prescription Drugs	\$10 Generic \$60 Brand Name Mail Order \$10 Generic/\$60 Brand Name	\$10 Generic (no reimbursement on generic) \$40 Brand Name Mail Order \$10 Generic/\$40 Brand Name
Other Riders	Contraceptives included Lifestyle Drugs included	Contraceptives included Lifestyle Drugs included
Vision BCBS	Eye Exam - every 24 months Lenses/Contacts - every 24 months Glasses - every 24 months	See Benefits at a Glance for further coverage information on vision allowance & out of network coverage
Dental Delta	Preventative-50% coverage Restorative-50% coverage Major Services-50% Coverage \$800 Maximum	See Benefits at a Glance for further coverage information on vision allowance & out of network coverage
Lincoln Financial** Life and AD&D		

\* See Benefits-at-a-Glance for a complete benefit listing  
\*\* Retirees not eligible for this benefit



**ATTACHMENT D**

**PROSECUTOR OFFICE PLAN FOR CRIMINAL HISTORY  
BACKGROUND CHECKS**



**CLARE COUNTY  
PROSECUTOR OFFICE  
PLAN FOR CRIMINAL  
HISTORY  
BACKGROUND CHECK  
OF  
EXISTING EMPLOYEES  
AND NEW EMPLOYEES**

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## **CRIMINAL BACKGROUND CHECK FOR EXISTING EMPLOYEES**

### **PURPOSE:**

This policy implements the state contractual mandate for a plan to conduct criminal history background checks for existing employees of the Clare County Prosecutor Office (CCPO) funded in whole or in part by the cooperative reimbursement contract (CRP). It also provides factors to consider as criminal history background checks are conducted for existing employees.

The CCPO intends to provide basic safeguards in making a safe environment for all who use or provide services, as well as maintain the integrity of our office through this policy.

### **SCOPE:**

This policy includes all current employees of the CCPO who were employed as of October 1, 2008, as well as any subcontractors, subcontractor employees, and volunteers regardless of date of hire. This policy only applies to positions funded in whole or in part by the CRP.

The term "existing employee" is used throughout this document, and includes only those currently-employed direct employees for the CCPO who were working for the CCPO as of October 1, 2008, and any volunteers, regardless of the volunteer's start date. The term is further limited only to those individuals currently working in positions funded in whole or in part by the CRP.

The term "vendor" is used in place of "subcontractors and subcontracted employees" throughout the rest of this document. Use of this term is for convenience, and does not mean any group of individuals different than those specified in the CRP. A "vendor employee" is an employee who works for the vendor.

### **GENERAL REQUIREMENTS:**

The CRP between the state and the CCPO requires the CCPO to submit a plan no later than September 30, 2009, to the Office of Child Support that includes a description of how the office will implement criminal history background checks on existing employees and a timeline when this process will be completed.

**EXISTING EMPLOYEES REPRESENTED BY A COLLECTIVE BARGAINING UNIT (UNION):**

The CCPO does not have a policy for conducting background checks on existing employees represented by a collective bargaining unit. Therefore, the CCPO is providing a written policy and timeline for completing the Internet Criminal History Access Tool (ICHAT) and DHS Central Registry (CR) check for all existing union employees.

The CCPO is under union contract with certain existing employees. The existing union contract is scheduled to be renegotiated on or before the date indicated on the table below. As part of the renegotiation process, the union contract will include a mandatory clause that all existing employees will be subject to a criminal history background check and the DHS Central Registry check.

The CCPO is under union contract for the following positions:

Association/Union Collective Bargaining Unit	Positions Represented	Contract Expires MM/DD/CCYY	Renegotiation Date MM/DD/CCYY	Employees work with Children (C), Public (P), Both (B), or Neither (N)
UAW, Local 1974, Unit 1	Child Support Specialist	09/30/2010	TBD	B
	Victim Advocate			B
	Legal Secretary (x2)			P,P

As the CCPO modifies these union contracts to comply with the CRP requirements for a criminal history background check, the OCS will be provided a copy of the proposed contract to ensure compliance with the terms of the CRP.

Within 60 days after the contract is renegotiated, the CCPO will require the existing union employees in positions that work with children to provide authorization and identification, as specified by MCL 722.627j(3), to allow the Clare County Prosecutor to conduct a CR search. The Prosecuting Attorney will promptly conduct the CR search after receiving the authorization and identification.

Within 60 days after the contract is renegotiated, the CCPO will conduct an ICHAT check on all individuals in appropriate positions.



**EXISTING EMPLOYEES NOT REPRESENTED BY A UNION AND VOLUNTEERS:**

The CCPO will begin obtaining background checks for existing employees not represented by a union and volunteers no later than September 30, 2009, and plans to complete criminal history background checks on all existing non-union employees and volunteers no later than December 1, 2009.

The CCPO has determined that existing direct employees not under union contract in the following positions listed below work with the public or have access to client information and may from time to time work directly with children. Existing direct employees and volunteers in these positions are subject to an ICHAT background check and a CR check:

- Prosecuting Attorney
- Chief Assistant Prosecuting Attorney
- Assistant Prosecuting Attorney

The CCPO has determined that the following list of potential volunteers would work with the public or have access to client information, but do not work directly with children. Thus, these individuals would be subject to an ICHAT background check only:

- Legal Secretary Intern
- Law Student Intern

Employees and volunteers in any positions not listed in the above two paragraphs do not work with children, do not work with the public, and do not have access to client information, and therefore are not subject to an ICHAT or CR check.

Within 30 days after the policy start date, the CCPO will request the existing employees to provide authorization and identification, as specified by MCL 722.627j(3), to allow the Clare County Prosecutor to conduct a CR search. This search will promptly be conducted after receiving the authorization and identification.

The ICHAT background check will be conducted within 60 days of the policy start date.

**VENDOR STAFF:**

The CCPO does not have an existing policy for vendor staff. Therefore, the CCPO is providing a written policy and timeline for completion of the ICHAT and CR check for all existing vendor staff as well as to establish an ongoing policy for vendor staff hired after this plan becomes effective.

The CCPO is currently NOT under contract with vendors funded in whole or in part by the CRP. In the event the CCPO does contract with an outside vendor, the contract will include a mandatory clause that all existing and newly hired vendor staff will be subject to a criminal history background check (if the vendor staff will work directly with clients or have access to client information) and a CR check (if the vendor staff work directly with children) and documentation of such checks will be provided to the county/CCPO by the vendor.

As the CCPO acquires contracts to comply with the CRP requirements for a criminal history background check, the OCS will be provided a copy of the proposed contract to ensure compliance with the terms of the CRP.

For vendor staff working with children, the CCPO will ask the vendor to have the employee submit authorization and identification, as specified by MCL 722.627j(3), to allow the CCPO to conduct a CR search within 15 days after the contract is negotiated. If the vendor staff member refuses, the CCPO will require the vendor to replace the employee with another employee willing to provide the CR background check. The CCPO will promptly conduct the CR search after receiving the authorization and identification.

**ACTIONS TAKEN ON RESPONSE RECORD FOR ICHAT and CR REVIEWS:**

1. **Negative Response Record:** A negative response record indicates that the name of the existing employee or vendor employee was not found in the source's database. The CCPO relies on this information and no other research of the existing employee's or vendor employee's criminal history will be made. A copy of the ICHAT report will be printed out and placed in the employee's personnel file for auditing purposes.

2. **Positive Response Record:** A positive record response indicates that the name of the existing employee or vendor employee was found in the source's database. The background check for individuals with a positive response record will be conducted as follows:

The CCPO will allow an existing employee or vendor employee to explain or otherwise refute the positive response records. The method that CCPO provides for the existing employees to refute includes:

- a. Informing the existing employee of positive response record
- b. Verifying information through other means, as necessary. If the existing employee or vendor employee refutes or explains the positive response record, the department manager will conduct independent research to validate the positive response record in conjunction with the existing employee's refutation or explanation.

3. **Considering Information:** The employee's manager will, in consultation with the Clare County Prosecutor, make a decision as to what (if any) action should be taken after examining a number of factors. The employee's union representative (if represented), or a human resources staff member with labor relations experience will be allowed input into the decision. For vendor employees, the Clare County Prosecutor will make the determination based on input from the vendor. The office management will look at each factor, and give it the appropriate weight based on all the circumstances. These factors include:

- a. **Accuracy of the refuted information provided:** Was the existing employee or vendor employee able to successfully refute or explain the positive response record?
- b. **Prior disclosure of information:** Did the existing employee or vendor employee disclose this information, if such an inquiry was made prior to conducting the background check?
- c. **Relation to position held:** Do the facts and circumstances that resulted in the positive response record substantially relate to the work that the existing employee or vendor employee currently holds?
- d. **Length of time since reported offense:** Did the offense occur recently? Has the incident been repeated since then? Has the employee committed other offenses or is this the only record?
- e. **Nature of the offense:** Was the offense directed against co-workers, supervisors, customers, or anyone else the existing employee or vendor employee had a duty to serve or protect? Was the offense a felony or misdemeanor? Was the offense a violent crime or nonviolent crime?



## **CRIMINAL BACKGROUND CHECK FOR NEW EMPLOYEES**

### **PURPOSE:**

This policy implements a Michigan contractual mandate for criminal history background checks for prospective employees of the Clare County Prosecutor Office (CCPO). This policy also provides factors to consider when hiring someone with a criminal history.

The CCPO intends to establish basic safeguards to create a safe environment for those individuals who use or provide services, as well as to maintain the integrity of our office through this policy.

### **SCOPE:**

This policy applies to all new or prospective direct employees of the CCPO. This policy does not apply to existing direct employees, nor does it apply to existing and newly hired subcontractors, subcontractor employees, and volunteers starting on or after October 1, 2008. The CCPO will submit a plan to DHS no later than September 30, 2009, regarding the process to conduct Criminal History Background Checks for these existing employees, subcontractors, subcontractor employees, and volunteers.

### **NOTIFICATION TO PROSPECTIVE EMPLOYEES:**

Notification of the CCPO intention to complete a background check for potential employees will be placed in the job posting or advertisement. The CCPO will then reaffirm our intent during the face-to-face interview process.

### **AUTHORIZATION FORMS:**

The CCPO will require prospective employees to execute a written authorization for a criminal history background check at the time of the face-to-face interview. The authorization will request the individual's: first name, last name, gender, full birth date.

The CCPO will require prospective employees who will work directly with children to obtain a clearance from the DHS Central Registry as a precondition of employment.

Individuals must submit a REQUEST FOR CENTRAL REGISTRY CLEARANCE (DHS-194) to DHS, or provide appropriate authorization and identification to allow the CCPO to submit a Central Registry Clearance request on the individual's behalf, per MCL 722.627j(3). DHS will send a CENTRAL REGISTRY CLEARANCE RESPONSE LETTER (DHS-1910) to the requestor within several days of the request if the individual is not on the CR. If provided to the

prospective employee, the prospective employee should retain that response until requested to provide it to the CCPO.

Failure or refusal to agree to a background check, to provide authorization for a CR check, or to provide a DHS 1910 response when requested shall automatically result in the removal of the prospective employee from consideration for a position at the CCPO.

#### **CONDUCTING THE BACKGROUND CHECK:**

The CCPO will submit all appropriate prospective employees to a Michigan Criminal History Background Check through the Michigan State Police Internet Criminal History Access Tool (ICHAT).

Appropriate prospective employees subject to the ICHAT are those individuals who, if hired, would fill a position with direct contact with persons served by the CCPO.

All direct employee positions of the CCPO have direct contact with the public and are therefore subject to ICHAT.

The Clare County Prosecutor or their designee will contact the top candidate for the position after the interview and ask for a copy of the DHS-1910, CENTRAL REGISTRY CLEARANCE RESPONSE LETTER.

#### **ACTIONS TAKEN ON RESPONSE RECORD:**

1. **Negative Response Record (no criminal history found):** The CCPO relies on this information and no other consideration of the prospective employee's criminal history will be made.
2. **Positive Response Record (criminal history found):** The CCPO will allow a prospective employee to explain or otherwise refute the positive response record(s).
3. **Inform the prospective employee of positive response record:** Upon receipt of a positive response record, the hiring manager will inform the prospective employee of the positive response record, and that the CCPO will use the positive response record to make a hiring decision.

4. **Verify information through other means if necessary:** If the prospective employee refutes or explains the positive response record, the Clare County Prosecutor or their designee, may conduct independent research to validate the positive response record in conjunction with the prospective employee's refutation or explanation.
  
5. **Considering Information:** The Clare County Prosecutor will make a hiring decision after examining a number of factors. The Prosecutor will look at each factor and give it the appropriate weight based on all the circumstances. These factors include:
  - a. **Accuracy of the information provided:** Was the prospective employee able to successfully refute or explain the positive response record?
  - b. **Prior disclosure of information:** Did the prospective employee disclose this information, if such an inquiry was made during the application and interview process?
  - c. **Relation to position being filled:** Does the positive response record report information that substantially relates to the work that the prospective employee would be hired for?
  - d. **Length of time since reported offense:** Did the offense occur recently? Is there a series of offenses?
  - e. **Nature of the offense:** Was the offense work-related, or did the offense occur at the workplace? Was the offense a felony or a misdemeanor? Was the offense a violent crime or non-violent crime? Did the offense involve the breach of fiduciary trust?
  - f. **Public Trust:** Would the public's trust in the executive branch be diminished by hiring this prospective employee?
  
6. **Documenting the decision:** If a positive response record is received, but the CCPO decides to hire the individual, the CCPO's rationale for the decision will be documented and placed in the employee's personnel file. The documentation will include the following statement:

"The CCPO received a positive response record for this applicant before hire. The CCPO reviewed the positive response record and determined that the positive response record did not indicate that the applicant posed a significant risk to the safety of the office, staff, or general public."

If a positive response record is received and the CCPO decides not to hire the individual, the individual will be informed in writing of the CCPO decision not to hire the individual based in part on that positive response.

**STORING THE RESPONSE RECORD:**

All documents generated through the background check for prospective employees are retained as part of the employment record for the individual (if hired) or as part of the application materials (if not hired and if the CCPO maintains such a file). If the CCPO does not maintain such a file, the documents will be shredded.

**POST-HIRE REPORTING:**

The CCPO will require direct employees hired after October 1, 2008, to notify the Clare County Prosecutor if, while employed by the CCPO, the employee is charged with a criminal offense and then to report if that charge resulted in a conviction and whether that conviction was for a felony or a misdemeanor.