

**UNITED STEELWORKERS
AFL-CIO-CLC – LOCAL 15157-14**

IOSCO COUNTY UNION CONTRACT

JANUARY 1, 2011 THROUGH DECEMBER 31, 2011

**UNITED STEELWORKERS OF AMERICA
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THIS AGREEMENT, commencing the 1st day of January 2011, and remaining in force and effect through the 31st day of December, 2011, except as otherwise stated herein, by and between the IOSCO COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as the "BOARD" and the IOSCO COUNTY PROSECUTING ATTORNEY, TREASURER, CLERK, REGISTER OF DEEDS, AND DRAIN COMMISSIONER, hereinafter referred to as "ELECTED OFFICIALS", and sometimes referred to together with the BOARD OF COMMISSIONERS as "Employer", and the UNITED STEELWORKERS, AFL-CIO•CLC, hereinafter referred to as the "Union".

SECTION 1. RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective bargaining in regards to wages, hours and other terms and conditions of employment, for all full-time and regular part-time bookkeepers, microfilm operators, clerks, maintenance employees, building safety employees, secretaries, clerk typists, bookkeeper-clerk, secretary/accounts receivable clerk, description clerks, appraisers and all deputy clerks in the office of Treasurer, Clerk, Register of Deeds, Equalization, Prosecuting Attorney, MSU Extension, Data Processing, Drain Commissioner, Building & Safety, but excluding all supervisors as defined in the Act, elected officials, confidential employees, the administrative assistant to the Board of Commissioners, the secretary to the Board of Commissioners and the Building Official.

SECTION 2. AID TO OTHER UNIONS

The Employer will not aid, promote or finance any other labor group or organization, which supports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

SECTION 3. AGENCY SHOP

- A. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain, or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against any employee in regard to such matters.
- B. Upon completion of thirty (30) days of employment, membership in the Union or compliance with payment of the representation fees shall be a condition of continued employment. The Employer agrees to deduct Union dues or Union representation fees, designated by the International Secretary-Treasurer of the

Union and remit them to the International Secretary-Treasurer at the address which he authorizes for this purpose, effective the first payday of the month following the employee's successful completion of thirty (30) days of employment.

- C. The Union agrees to defend indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this contract or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.
- D. Minimum of \$5.00 dues to be taken from each Union Member (including part-time working at least fourteen (14) hours).

SECTION 4. CHECKOFF

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

- A. The Union shall obtain from each of its members a completed Check-Off Authorization Form, which shall conform to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof, and provide such forms to the Employer.
- B. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee equal to dues upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract and, if more, any additional sum not attributable to the above shall be subject to the Union's internal rebate procedure.
- C. The Employer shall only check-off obligations, which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation. In that event, payment will be deducted from the next available paycheck. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

- D. The employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- E. The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employer in the event that an increase in the Union dues or representation fee is made.

SECTION 5. MANAGEMENT RIGHTS

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

SECTION 6. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Unit President of the Union and the Employer or its designated representative, upon request of either party and agreement of both parties. Arrangements for such special conference shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the Agenda. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the International Union.

SECTION 7. GRIEVANCE COMMITTEE MEMBER AND ALTERNATE

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

SECTION 8. UNION BARGAINING TEAM

The Union Bargaining Team will consist of no more than three (3) County employees and an outside representative.

SECTION 9. GRIEVANCE PROCEDURE

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

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

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

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

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

- D. The fees and expenses of the Arbitrator and FMCS shall be shared equally by the Employer and the Union.
- E. The Personnel Committee and/or County Administrator do not have the authority to alter the decision of the elected officials on a disciplinary matter. If there is disagreement between the elected officials and personnel committee and/or county administrator on an answer to a grievance on an employee disciplinary matter, the answer of the Elected Officials shall prevail. The decision of the elected officials may be appealed by the Union to arbitration as provided hereunder.
- F. Arbitrator's Powers. The Arbitrator's powers shall be limited to the application and interpretation of this agreement as written. His powers shall be limited to deciding whether the Employer has violated the express Articles and Sections of this Agreement, it being understood that any matters not specifically set forth herein remain within the reserved rights of the Employer. The Arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the Arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. Any award of the Arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The Arbitrator shall have no power to establish wage scales or change any wage. The Arbitrator's decision, when made in accordance with his jurisdiction and authority established by the Agreement, shall be final and binding upon the Union, the employee or employees involved, and the County.
- G. Exclusive Remedy. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if any employee elects to pursue a legal or statutory remedy under Federal or State Civil Rights legislation or before the Federal or State Administrative Agency, such election will bar any further or subsequent proceedings for relief under the provisions of this Article.

SECTION 10. NO STRIKE CLAUSE

The Union shall not cause or permit its members to cause nor shall any member of the Union take part in any sit-down, stay-in or slow-down, curtailment of work, concerted use of paid or unpaid work time, restriction of work, or interference with the operations of the Employer. The Union shall not cause nor permit its members to cause nor shall any member of the Union engage in any strike or restriction of work or picketing or refusal to perform work because of a labor dispute between the Employer and any other labor organization whether or not the other labor organization establishes a picket line. The Union agrees it will take prompt affirmative

action to prevent or stop strikes, work stoppages, slow-downs of work, picketing or work interference of any kind by notifying the employees that it disavows these acts. The Union further agrees that the Employer shall have the right to discipline (including discharge) any or all employees, who violate this section, provided that the discipline may be the subject of grievance under the Grievance Procedure. In addition, the Employer shall have the right to obtain injunctive relief in any court of competent jurisdiction in addition to any other remedies it may have. The Employer in consideration of the Union and employees observance of the above agrees not to lockout employees. This provision shall not apply in the event of any violation of the No Strike Clause set forth above.

SECTION 11. COMPUTATION OF BACK WAGES

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

SECTION 12. PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed ninety (90) working days of the employment. During the probationary period and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the Grievance Procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason by the Department Head. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire.

SECTION 13. LOSS OF SENIORITY

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

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

- D. If he/she fails to return to work within three (3) working days from the specified date following the termination of any leave of absence or vacation, unless otherwise excused.
- E. If he/she is on continuous layoff for a period of two (2) years or the length of his/her seniority, whichever is less.
- F. Length of service, for the purpose of this Agreement, shall be defined to mean the length of an employee's continuous service with the Employer from his/her hire date. Length of service for employees hired on the same date shall be determined by alphabetical order of surnames. The Employer shall furnish a current list of employees (full and part time) which shall include the employee's name, hiring date, county and departmental seniority date, classification and rate of pay. Such lists shall be revised (if changes or additions occur) every year and a copy given to the Local Unit President of Local 15157 and International Representative. The Union shall have the right to protest the accuracy of such lists within thirty (30) days from date of the Agreement or from any future revisions.

SECTION 14. NOTIFICATION TO LOCAL UNION UNIT PRESIDENT

The Employer (Board) agrees to notify Local Union Unit President of all hires, layoffs, promotion/transfers, discipline, suspensions or discharges within any Department covered by this agreement.

SECTION 15. LAYOFF PROCEDURE

- A. In each department, strict seniority shall prevail in the layoff and recalling of employees. The Board of Commissioners shall determine layoffs. In reducing the work force, the last employee hired or transferred into the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights outside a department for employees who are laid off. If an employee is laid off under this provision, he shall be afforded an opportunity to demonstrate his ability to perform in another classification within the department occupied by an employee with less departmental seniority than the employee so laid off if in the determination of the Department Head the employee requesting such trial opportunity possesses the minimum qualifications for the position.
- B. In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person. In the event of recall, two- (2) weeks notice mailed to his/her last known address shall be made. In the event the employee fails to make himself/herself available for work at the end of said two (2) weeks after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

- C. The Unit President of the Union shall be granted super seniority for purposes of layoff and recall only, provided he/she is able to do the required work.

SECTION 16. PROMOTIONS

- A. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the five- (5) day posting period. The Employer reserves the right to hire and/or promote the person who it believes is best suited for the position from either within or outside of the bargaining unit.
- B. Following promotion or transfer of an employee in the bargaining unit, a ninety (90) day trial period will be observed under the same conditions as in the case of new employees.
- C. Employees of Iosco County not covered by this Agreement who are promoted or transferred into the bargaining unit covered by this Agreement shall retain their anniversary date for purposes of vacation and longevity determination under this Agreement. In no event shall such benefits exceed those allowable under this Agreement.
- D. Vacant Positions. Any position not filled will remain at its current pay grade and shall be considered open for a period of twenty-four (24) months at which time it shall be considered a non-position.

SECTION 17. PROGRAMS FUNDED BY STATE OR FEDERAL GOVERNMENT

The Employer reserves the right to hire or use the services of persons whose positions are funded by a State or Federal grant and those persons shall not be subject to the terms and conditions of employment set forth herein nor covered by this Agreement unless such employee is continuously employed in excess of one year.

SECTION 18. CO-OP STUDENTS

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

SECTION 19. EMPLOYEE TRANSFERS

- A. Temporary transfers within or between Departments are those which are for a period of less than thirty (30) working days. Permanent transfers within or between Departments are those which are for a period in excess of thirty (30) working days.
- B. Temporary transfers of employees may be made by the Employer within or between Departments without making pay adjustments.
- C. In case of permanent transfer to a higher grade, the employee will advance to the step in the new grade which will result in a wage increase of at least twenty-five cents (\$.25) and will there-after progress in steps by the length of service indicated on the pay schedule between the new pay grade and the next pay grade step.

SECTION 20. VETERANS

- A. The Employer shall adhere to all Mandatory State and Federal laws dealing with military leaves of absence.
- B. Non-probationary employees who are in a branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is permitted under this provision.

SECTION 21. UNPAID LEAVES OF ABSENCE

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

SECTION 22. PHYSICAL AND MENTAL EXAMINATION

The employer reserves the right to require an employee, at the Employer's expense, if not covered by insurance, to take a physical or mental examination (1) If it should appear that said employee is having difficulty in performing his/her duties, or (2) If following return from sick leave it appears that the employee is having difficulty in performing his/her duties. A doctor selected by the Employer shall give the physical or mental examination. 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 Employer and the employee shall share the expense of the third party equally if not covered by the employee's insurance.

SECTION 23. MATERNITY LEAVE

- A. Maternity leave will be subject to the provisions of Sections 20, 21, and 24.
- B. An employee may request extended leave by submission of a written request to the Personnel Committee. The leave will be granted upon approval of the Board of Commissioners. The employee may utilize vacation and earned sick leave credit during such leave. The leave shall be for a period up to ninety (90) days subject to extension upon approval of the Board of Commissioners. The County will continue to provide health insurance coverage during that time the employee is receiving normal pay due to the employee's utilization of vacation and earned sick leave credit. The County reserves the right to cover the vacancy with temporary employee(s) and will notify the Union in advance of its intent to do so. Insurance coverage shall terminate upon cessation of the employee's normal pay. If the employee wishes to continue health insurance, the employee shall pay the premium.
- C. At least thirty (30) days prior to the expiration of the leave, the employee shall notify the County in writing of her intent to return to work. Upon expiration of the leave, the employee will be returned to her former classification, providing her seniority so entitles her and she can perform the available work. Upon return, the employee will be placed on the same position of the current salary schedule that was held at the start of the leave.

SECTION 24. UNION LEAVE

Members of the Union elected to Local Union positions or selected by the International Union to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary unpaid leaves of absence for periods not to exceed the ten (10) days per year and upon their return shall be re-employed at work with accumulated seniority and no loss of benefits.

SECTION 25. SICK HOURS

- A. All employees shall be granted sixty-three (63) hours of sick leave annually. For all new employees sick time will be pro-rated on a monthly basis, with any time worked in a month counting as a full month.
- B. Sick leave shall be kept track of in terms of hours.
- C. There will be no accumulation of sick hours; however, no employee will lose any accumulated sick leave hours which were earned prior to January 1, 2007. Hours which are now banked can be used in addition to those granted in "A" above and are also subject to the provisions of paragraph "D" below.
- D. Upon retirement, death, or voluntary termination after five (5) years service, an employee (or heirs in the event of death) shall be paid all unused sick leave up to 420 hours at the employee's average salary rate over the preceding five (5) years of employment.
- E. Sick days may not be used for vacations but may be used for medical or dental appointments. Not less than one (1) hour shall be used for these purposes on each occasion.

SECTION 26. DOCTOR'S CERTIFICATE

In the event that an employee's absence charged to sick leave exceeds five (5) consecutive days, or in cases of suspected abuse, the employee shall provide a certificate from a doctor confirming illness at the request of the Department Head and/or Elected Official. In the event of an abuse of sick leave, a denial of paid sick leave shall occur and the Employer may take other appropriate disciplinary action.

SECTION 27. FUNERAL LEAVE

In the event of death in the immediate family, an employee shall be allowed three (3) days paid leave. The immediate family means wife, husband, child, brother, sister, father, mother, father-in-law, mother-in-law, stepchildren, grandparents, grandchildren, or permanent member of the employee's family. One (1) day paid leave will be allowed for the day of the funeral for a sister-in-law, brother-in-law, aunt, uncle, niece or nephew of the employee. Additionally, time shall be granted for extenuating circumstances with the approval of the Department Head and/or Elected Official. In any case, total paid leave is not to exceed five (5) consecutive working days.

SECTION 28. HOLIDAYS AND PERSONAL LEAVE DAYS

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

New Year's Eve Day	Labor Day
New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving
President's Day	Day after Thanksgiving
Good Friday	Day before Christmas
Memorial Day	Christmas Day
Independence Day	

- B. In addition to the above, after completion of the probationary period, each employee shall be granted three (3) personal days and shall be given on each anniversary date, which may be taken in one (1) hour increments with the approval of the Elected Official/Department Head. These days are to be used within an eighteen (18)-month period and may not be accumulated and used for an additional vacation week.
- C. Each full-time employee who does not work on a holiday shall be paid for these holidays at his regular straight time rate of pay. A part-time employee shall be paid for a holiday if it falls on a day he would have worked and the part-time employee shall be paid for such holiday the amount he would have received at his straight time hourly rate working his regular hours on that day.
- D. County employees who work on a holiday shall receive pay at one and one-half (1 ½) times their regular hourly rate for all hours worked.
- E. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day, Independence Day, Veterans' Day or Christmas Day falls on Sunday, the following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve

or New Year's Eve falls on Saturday or Sunday, the preceding Friday shall be a holiday.

- F. An employee must actually work the regularly scheduled day before and after a holiday to be eligible for holiday pay unless otherwise excused by their Department Head.
- G. Those employees having worked at least six (6) months continually at forty (40) hours per week be compensated for personal days at eight (8) hours per day. The formula will be based on the percent of the year worked at forty (40) hours per week.

SECTION 29. VACATIONS

- A. Vacation pay is a benefit granted to employees who successfully complete one (1) year of employment. Vacation leave will be credited to an employee on his/her anniversary date after completing one (1) year of employment.
- B. Vacation for a regular part-time employee shall be as follows:

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

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

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

Upon the employees 1 yr anniversary	5 working days
Upon the employees 2 nd yr anniversary thru the 4 th yr anniversary	10 working days (annually)
Upon the employees 5 th yr anniversary thru the 10 th yr anniversary	15 working days (annually)
Upon the employees 11 th yr anniversary thru retirement	15 working days (annually) plus one day per year for each additional year after 10 years of employment

Example:

Employees Date of Hire: August 24, 1987

- 1 year – (8/24/1988) 5 working days**
- 2 year – (8/24/1989) 10 working days**
- 5 year – (8/24/1992) 15 working days**
- 11 year – (8/24/1998) 15 working days plus one day per year for each additional year after 10 yrs of employment
(Example: 16 days)**

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

- D. Recognized County holidays falling within the vacation period are not considered vacation days.**
- E. Vacation may be taken in a minimum of one-half (1/2) day increments with the approval of the Department Head and employee.**
- F. Full-time employees may, at their option, accumulate a maximum accrual of up to and including thirty (30) days vacation at any given time. Said maximum limit shall not reflect or include vacation credits available as a result of being earned on the most recent anniversary date. In no event, however, shall the accrued limit exceed thirty (30) days. Consequently, vacation credits earned on the most recent anniversary shall be lost if not used within the subsequent twelve (12) month period where a combination of the accrued and unused earned credit exceeds thirty (30) days. Employees must take at least five (5) earned vacation days each anniversary year. However, no employee shall take more vacation leave than has been accumulated.**
- G. In the event an employee becomes disabled on vacation and provides a doctor's certificate verifying the number of days sick, he/she shall be placed on sick leave accordingly and the vacation shall be rescheduled.**
- H. Those employees having worked at least six (6) months continually at forty (40) hours per week be compensated for vacation days at eight (8) hours per day. The formula will be based on the percent of the year worked at forty (40) hours per week.**

SECTION 30. WORKWEEK, WORKDAY, WORKING HOURS AND BREAKS

- A. Working Hours. The working hours for all full-time employees shall remain at thirty-five (35) hours per week. If a justifiable need arises that would require an office to work more than thirty-five (35) hours, but not to exceed forty (40) hours per week, on a regular basis, the Board of Commissioners will notify the Union before such a change is put into effect.
- B. Workweek and Workday. The workweek shall be Monday through Friday. The workday shall be 9:00 a.m. to 5:00 p.m., with the exception of those offices that have complied with Section 30D of this Agreement.
- C. Breaks. Each employee shall be entitled to a mid-morning and mid-afternoon break of fifteen (15) minutes each. Timing of employee breaks shall be at the discretion of the Department Head. Employee shall utilize no accumulation of breaks.
- D. Flex-time. Elected Officials/Department Heads may use flex time within their office, for Steelworkers bargaining unit members, when the Department Head/Elected-Official initiates and feels there is a justification for doing so and their office hours are maintained for the convenience of the general public. Flex time is defined as a regular work day, but something other than 9 to 5: 8 to 4 or 10 to 6 could be used, NOT 7 to 11 and 2 to 5 in the same day, but four (8) hour days and one (3) hour day... example 8 to 5 for four days and 9 to 12 the fifth day. The union to be notified in writing prior to the utilization of flex time. Subject to Board of Commissioner's approval.
- E. Call in Procedure. Should an employee be unable to come to work he/she shall notify their Employer that they are unable to work not later than fifteen (15) minutes after their scheduled start time. Failure to do so could result in disciplinary action. Unless otherwise notified by a Doctors excuse, employees shall be expected to call each day that they are unable to come to work.

SECTION 31. PART-TIME EMPLOYEES

- A. Regular part-time employees shall be those who normally work at least fourteen (14) hours per week. Regular part-time employees will be given as much notice as possible regarding the days that they are to work.
- B. Swing Positions. The employer shall utilize a maximum of four (4) regular part-time employees. In the event the total hours regularly worked by the regular part-time employees exceeds the total equivalent hours of two (2) full time employees, then a swing position shall be created between two or more departments, which position shall receive full-time wages and benefits.

SECTION 32. OVERTIME

- A. A fair distribution of overtime by Department will be allocated to perform the work most efficiently and to afford all employees a fair portion of the overtime within classification whenever practicable.
- B. One and one-half (1 1/2) times the straight time hourly rate shall be paid for all hours worked over eight (8) hours per day and forty (40) hours in any one-week. For purposes of computing overtime, all holidays, vacation days, funeral leave and sick leave designated in this Agreement shall be considered as days worked, provided these days fall within the regular scheduled workweek.
- C. By mutual consent, an employee may accumulate compensatory time not to exceed fifteen (15) hours and it must be used within a six (6) month time period from the date of earnings or the time is lost and the employee will not be compensated.

SECTION 33. CALLBACK PAY

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

SECTION 34. HOURS OF NEGOTIATION

Hours of negotiation will be at the convenience of both parties.

SECTION 35. WORKER'S COMPENSATION

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

SECTION 36. SAVINGS PROVISION

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

SECTION 37. HOSPITALIZATION INSURANCE

- A. The County shall provide all full-time employees covered under this Agreement and their eligible dependents with Blue Cross/Blue Shield Community Blue PPO Option II (Generic \$10; Brand \$40 drug co-pay; MOPD, \$10 Generic, \$40 Brand for a 35 to 90 day supply), or its equivalent. Office Visit \$10 (includes chiropractic). A full-time employee eligible for the above coverage who has similar coverage available through a spouse employed by an employer other than Iosco County and who does not elect to participate in the above plan shall receive in lieu thereof \$2,000 per premium coverage year. The election may be made each coverage year during the enrollment period.
- B. DENTAL INSURANCE. Each employee covered by this Agreement shall be covered by a Dental Plan, family coverage. The plan shall be Michigan Blue Cross Blue Shield Comprehensive Preferred, CR-100-75-50 MBL \$1,000 or equivalent (Plan three). One Hundred (100%) of the cost of such plan shall be borne by the Employer.
- C. VISION INSURANCE. The County shall provide all full-time employees covered under this Agreement and their eligible dependents with Blue Vision Care.
- D. SHORT-TERM DISABILITY. The County shall provide all full-time employees covered under this Agreement with a Short-Term Disability Income Protection Insurance Plan. The Plan pays weekly benefits equal to 60% of weekly earnings to a maximum benefit of \$600.00 per week for twenty-five (25) weeks after an elimination period of seven (7) days for sickness or injury unless hospitalized, at which time the Plan will pay benefits from the first day. Effective January 1, 2010, Iosco County shall provide a Long-Term Disability Income Protection which shall provide similar benefits for an additional period of two (2) years.
- E. All regular part-time employees may, at their option, purchase Blue Cross-Blue Shield or its equivalent through the County plan at cost.
- F. Notwithstanding any provision of this Section, the County shall have the right to secure equivalent coverage from another insurance carrier in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the County will notify the Union of the equivalent coverage and will provide a written summary regarding such coverage and will, upon request, discuss such coverage at a special conference.
- G. Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to the County. No claims dispute between the carrier and the employee shall be subject to the Grievance procedure.

H. Employees covered by this contract may not, at the same time, be both a subscriber and dependent on any insurance set forth in this Article. These employees shall have the right to choose which employee shall be the subscriber.

SECTION 38. MILEAGE

The employer shall pay the Internal Revenue Service rates per mile or any higher rate if established by the Board of Commissioners for all County employees who are required to use their own vehicles for County business.

SECTION 39. NON DISCRIMINATION

The County and the Union agree not to discriminate against any employee because of race, color, national origin, religious or political affiliation, sex, age, marital status, or a disability unrelated to an individual's ability to perform the essential functions of his/her position, union membership, non-membership, participation or non-participation in the Grievance Procedure as required by law.

SECTION 40. JOB-RELATED COURSES

With the written consent of the Department Head and prior approval of the Board of Commissioners, an employee may be paid up to \$300.00 per year for any course related to an employee's job, upon successfully completing such courses. It is understood that if the employee resigns or is terminated within one (1) year following the completion of the course work, the employee will reimburse the County for the full amount paid by the County for all course-related expenses, including, but not limited to, tuition, books, room and board, and mileage in one lump sum to be deducted from the employee's final pay check (s). It is understood that any books or materials purchased by the County will remain the property of the county.

SECTION 41. BULLETIN BOARD

The County will allow the Union to use one bulletin board for posting notices of union business at each building (Courthouse and County Annex).

SECTION 42. JURY AND WITNESS DUTY

The Employer will pay to an employee performing jury or witness duty requiring absence from the regularly scheduled work, the difference between the employee's regular rate of pay during such absence and the amount

received by the employee from such jury or witness duty. The employee must return to work if he receives only one-half (1/2) day jury duty or witness pay for that day. In the event an employee is subpoenaed as a witness in a non-employment related capacity; the above provision is limited to five (5) workdays.

SECTION 43. PENSION

- A. Pension benefits as presently provided by the County will remain at the B-3 plan; with the following riders to be offered with the employee contributing 100% of the additional cost of rider F-50 or F-55.
- B. All employees hired after January 1, 2000 shall (in lieu of the retirement program set for the in subsection A above) be covered by a defined contribution plan under which the County will contribute seven (7%) percent of the employee's base salary each year. Effective January 1, 2006, in the event an employee makes a voluntary contribution of three percent (3%) of the employee's base salary in a calendar year (January 1, 2006 – December 31, 2006), then, in that case, the County shall contribute an additional one percent (1%) to that employee's defined contribution plan.

SECTION 44. LIFE INSURANCE

- A. The County will provide Twenty Thousand and No/100 (\$20,000.00) Dollars group term life insurance for all employees covered by this Agreement, effective thirty (30) days after this contract is signed by the principal parties, who have completed their probationary period, with such coverage to begin on the first day of the month in which the employee completes his probationary period.
- B. Notwithstanding any provision of this section, the County shall have the right to secure equivalent coverage from another insurance company in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the County will notify the union of the equivalent coverage and will provide the Union a written summary regarding such coverage, and will, upon request, discuss each coverage.
- C. Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period of other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier, to change carriers and to become self-insured. No claims dispute between the carrier and the employee shall be subject to the Grievance Procedure.

SECTION 45. CAPTIONS

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

SECTION 46. RECLASSIFICATION AND NEW CLASSIFICATION

Requests by the Union for individual reclassification will be considered two (2) times per year and shall be reviewed by a joint committee consisting of the Personnel Committee and/or County Administrator, the Department Head, and three (3) Union representatives. If the County desires to establish new classifications for existing filled positions during the life of this Agreement, the County agrees to meet with the Union Bargaining Committee to define the classifications and the rate of pay. The proposed reclassification or new classification will be evaluated through utilization of the numerical system adopted by the parties in the 1999 contract. The Board of Commissioners within its sole discretion shall make the final determination on a request for re-classification following consideration of the recommendation made by the joint committee.

With knowledge of the union and employer, the County may contract the services of an outside source, for the sole purpose of a general review and reclassification of all positions covered within this Agreement. Services will be at Employer's expense.

SECTION 47. LONGEVITY

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

<u>Service</u>	<u>Bonus</u>
Upon the employees 5 th yr anniversary thru 9 th yr anniversary	\$300.00
Upon the employees 10 th yr anniversary thru 14 th yr anniversary	\$470.00
Upon the employees 15 th yr anniversary thru 19 th yr anniversary	\$620.00
Upon the employees 20 th anniversary	\$800.00

Example:

Employees Date of Hire: August 24, 1987

5 year – (8/24/1992)	\$300.00
10 year – (8/24/1997)	\$470.00
15 year – (8/24/2002)	\$620.00
20 year – (8/24/2007)	\$800.00

Payments to employees who have become eligible by their date of hire shall be due the respective longevity bonus on their regular payroll date following their anniversary of date of hire. The Department Head shall indicate the amount of the longevity bonus due each employee on the first of each month to the County Clerk's office. Longevity bonus shall be prorated on a monthly basis for employees who have voluntarily resigned, retired, been permanently laid off or due to death.

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

SECTION 48. WAGES

A. Effective January 1, 2011 - Wages shall be as follows:

	<u>HIRE</u>	<u>SIX MOS.</u>	<u>ONE YR.</u>	<u>TWO YR.</u>	<u>THREE YR.</u>
Level 1	13.18	13.55	13.90	14.25	14.62
Level 2	14.12	14.51	14.90	15.29	15.69
Level 3	15.10	15.53	15.95	16.37	16.78
Level 4	16.16	16.61	17.05	17.51	17.96
Level 5	17.32	17.81	18.30	18.78	19.26

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

The County shall have the exclusive right to start an employee in Level 5 at any point on the salary schedule.

Part-time employee rates will be based upon Salary Grade 01 rates. Step increases will be paid effective the first day of the pay period following the pay period when the part-time employee has worked the following hours:

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

SECTION 49. SUBCONTRACTING

The Employer reserves the right to subcontract, at any time, bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Employer agrees to provide advance notice of intent to subcontract and Union has the right to request discussion of intended activity. It is also understood that subcontracting will not adversely affect the bargaining unit as of date of signing.

SECTION 50. GENDER CLAUSE

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

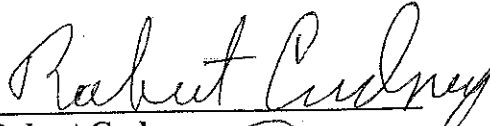
SECTION 51. TERMS OF THIS AGREEMENT

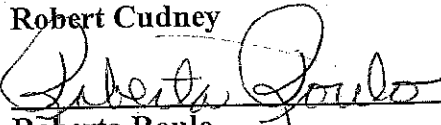
- A. This Agreement shall become effective on January 1, 2011, and it shall continue in full force and effect until 11:59 p.m. on the 31st day of December 2011.
- B. Upon the written request of any party to this Agreement, the parties shall commence negotiations for a new agreement within ninety (90) days prior to the expiration thereof.

IN WITNESS WHEREOF, the parties have set their hand this 3rd day of February 2011.

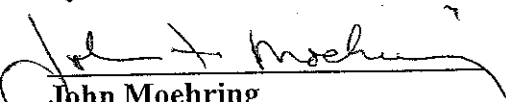
To be signed by Elected Officials and Board of Commissioners.

IOSCO COUNTY

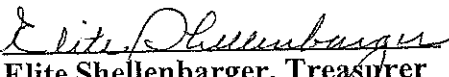

Robert Cudney

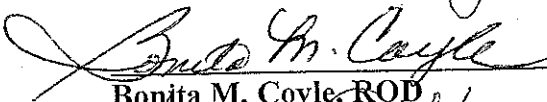

Roberta Roulo

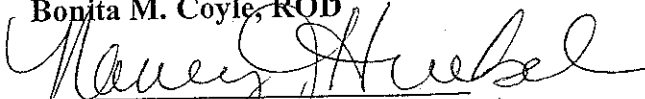

Jeff Matthews


John Moehring


D. Jay O'Farrell

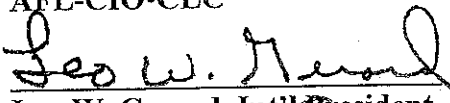

Elite Shellenbarger, Treasurer

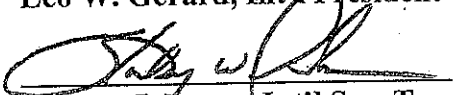

Bonita M. Coyle, ROD

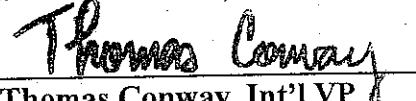

Nancy J. Huebel, Clerk

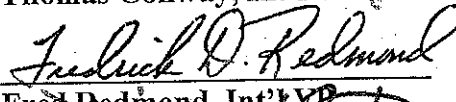
Gary Rapp, Prosecuting Atty.

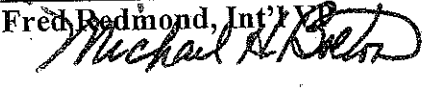
**UNITED STEELWORKERS
AFL-CIO-CLC**

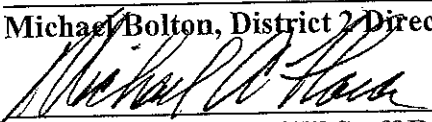

Leo W. Gerard, Int'l President


Stanley Johnson, Int'l Sec.-Treas.


Thomas Conway, Int'l VP



Fred Redmond, Int'l VP

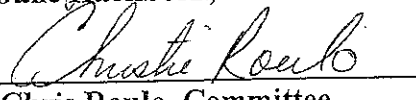

Michael Bolton, District 2 Director


Michael A. Flora, USW Staff Rep.

LOCAL 15157-14 (Iosco County)


Erica Earl, Unit President


Jane Hackborn, Committee


Chris Roulo, Committee

COUNTY OF IOSCO

**PERSONNEL
POLICY**

ADOPTED

APRIL 5, 2006

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: **RECOGNITION**

STATEMENT OF POLICY

This policy will cover all Iosco County employees. Any conflicts with Union Contract, Union Contract language will prevail.

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: AFFIRMATIVE ACTION

STATEMENT OF POLICY

The County recognizes the possibility that formal and informal recruitment and selections procedures may unknowingly create barriers to equal opportunity for employment by all categories of citizens within the jurisdiction of the County. The County will, on a continuing basis, evaluate its recruitment and selection procedures with the goal of eliminating any such inequalities and take appropriate action to eliminate them. The programs for attaining such a goal will be set forth in an affirmative action plan to be adopted by the County Board of Commissioners and made a part of its personnel policies.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: **DEFINITION OF EMPLOYMENT TERMS**

STATEMENT OF POLICY

The following definitions of employment terms will be used when interpreting personnel policies:

1. **Full Time Employee.** A full time employee is an employee who is working at least thirty-five (35) hours per workweek on a regular basis in a job classified by the Employer as permanent.
2. **Regular Part Time Employees.** A regular part time employee is an employee who is working less than full time, but at least 14 hours during a regular workweek on a regular basis in a job classified by the Employer as permanent. Those employees who work a full-time weekly schedule for less than 37 weeks but more than 18 weeks are also defined as part-time.
3. **Irregular Employee.** An irregular employee is a person not included within the above definitions of a full time or regular part time employee who is working on any other basis, including temporary, casual or seasonal.
4. **Supervisor.** A supervisor is any person with the authority to hire, transfer, lay off, discharge, promote, demote, or effectively discipline employees, or who has the responsibility to direct employees or effectively recommend such action if, in connection with the foregoing, the exercise of such authority or responsibility is not a mere routine or clerical act, but requires the use of independent judgement and skill.
5. **Date of Hire.** The date an employee was most recently hired by the Employer.
6. **Seniority Date.** Usually the same as the date of hire. Seniority date may also mean the date an employee began work under a collective bargaining unit.
7. **Anniversary Date.** Usually the same as the date of hire. The anniversary date is normally used to determine a schedule of compensation or benefits. However, some benefits may be re-scheduled to the calendar year.
8. **Swing Positions.** Swing positions may be created when more than one department requires a part-time employee, if, upon approval by each

department head involved, the additional part-time hours are offered to any qualified part-time county employee. Any such employee shall be considered a full-time employee if combined number of hours worked is equivalent to those required under the full-time definition.

9. **Continuous Length of Service.** Continuous length of service means that period of time in which an employee continues in county employment without interruption subject to conditions that apply to various leave, layoff, and suspension policies described below.
10. **Probationary Period.** The probationary period means that period beginning with the first day of work with the county and continuing during the succeeding 90 working days except in those departments covered by a union contract specifying a greater probation period. This period is a trial period to determine whether the employee is able to perform the functions of the position to which he or she is appointed. Upon successful completion of the probationary period, the employee will be given full status as a county employee unless the position is funded with temporary and special funding.

The probationary employee can be terminated at any time with or without cause and with or without notice in the County's sole discretion. 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.

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: **EMPLOYEE RECORDS**

STATEMENT OF POLICY

1. **Changes in Records.** If an employee changes his or her name, address, telephone number, marital or dependant status, or the person he or she wishes to be notified in the event of an emergency, he or she must immediately notify his or her supervisor in writing. This information is important for a County mailing, insurance records, tax forms, and emergencies.

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: **EMPLOYMENT POLICIES**

STATEMENT OF POLICY

The is an equal employment opportunity employer and we will not tolerate unlawful discrimination in employment on the basis of race, gender, national origin, age, sex, color, marital status, height, weight, religion, handicap/disability, or any other protected classification.

1. **Equal pay for Equal Work.** The county shall pay equal wages for equal work without distinction between male and female employees doing similar and equal work.
2. **Applicant Information.** To be considered for employment, a person must complete an application form, available in the County Clerk's Office. Information supplied on the application form is subject to verification. The county is obligated to accept applications for employment only in respect to positions that have been posted as vacant on a bulletin board designated by the board and available to the public for that purpose. If applications for employment to positions not posted as vacant are accepted they may be disposed of after 90 days without prior notice to the applicants.
3. **Medical Examination.** Under certain position-required circumstances a department head with Board of Commissioners approval may request a medical examination by an Iosco County physician as a condition of employment, the costs thereof to be paid by the county.
4. **Appointing Authority.** Until such time as a personnel office may be established by the county each department head shall be responsible for screening and appointing employees to his department, subject to approval of the Committee of the Whole and full Board of Commissioners, not including Elected Officials.
5. **Orientation.** Following an employment decision, each department head or a designated representative (normally that person who will supervise the work of the new employee) will conduct a brief orientation to acquaint each new employee with work responsibilities, procedures, policies, and fellow employees.

6. **Punctuality.** Employees are expected to be available for work at the scheduled times. Employees who anticipate being more than 15 minutes late in reporting for work should so notify their respective supervisors. Tardiness will lead to disciplinary action such as docked time, counseling, memoranda to the personnel file, or discharge. Tardiness may also lead to disqualification for promotional opportunities.
7. **Unexcused Absences.** Employees are expected to obtain approval from their supervisors for anticipated absences from work. Absences without prior notification shall be considered unexcused absences except when caused by events beyond the employee's control and subsequently explained to the supervisor. Failure to notify the supervisor may lead to disciplinary action. Unexcused absence for three consecutive workdays may be considered the same as a voluntary resignation with loss of employee rights and privileges. Unexcused absences of less than three consecutive days may result in the following disciplinary actions: verbal reprimand on the first offense, written reprimand on the second offense, loss of five days work and pay for the third offense, and discharge for the fourth offense. Department heads may consider consecutive days of unexcused absences as separate and individual violations of this policy.
8. **Personal Appearance/Dress Code.** County employees are expected to present a clean, neat and business-like appearance on the job. Employees whose jobs or work assignments require uniforms, protective clothing or equipment must wear such attire when necessary or as required. Dress should be appropriate for the activity performed. A Department Head may implement a code for his/her department.
9. **Employee Badges.** Each employee will be provided an identification badge which shall be worn during normal working hours.

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: LOSS OF SENIORITY

STATEMENT OF POLICY

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

- A. If he/she quits or retires.
- B. If he/she is discharged for just cause.
- C. If he/she is absent for three (3) consecutive working days without properly notifying the Employer and without supplying a satisfactory reason for such absence.
- D. If he/she fails to return to work within three (3) working days from the specified date following the termination of any leave of absence or vacation, unless otherwise excused.
- E. If he/she is on continuous layoff for a period of two (2) years or the length of his/her seniority, whichever is less.
- F. Length of service, for the purpose of this Agreement, shall be defined to mean the length of an employee's continuous service with the Employer from his/her hire date. Length of service for employees hired on the same date shall be determined by alphabetical order of surnames. The Employer shall maintain a current list of employees (full and part-time) which shall include the employee's name, hiring date, county and departmental seniority date, classification and rate of pay.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: FRINGE BENEFIT ELIGIBILITY

STATEMENT OF POLICY

Fringe benefit eligibility shall be defined as follows:

- a) **Full-time Employee.** All full-time employees who have completed their probation period are eligible for fringe benefits as provided under this policy, or under a collective bargaining agreement.

- b) **Regular Part-time Employee.** Regular part-time employees are eligible for holiday leave, vacation leave, funeral leave, and sick leave on an annualized pro-rated basis. Holiday pay will be based on the number of hours worked if the holiday is observed on their regularly scheduled workday, as attested to by their Department head. Regular part-time employees are eligible for the retirement program as defined within this policy, provided the minimum requirements of that program are met.

- c) **Temporary Employee.** Temporary employees shall not be eligible for any fringe benefits.

- d) **Grant Employee.** Grant employees on the County payroll shall be eligible for the same benefits as full-time employees, provided that the grant funding of their position provides for reimbursement of these fringe benefits, unless approved otherwise in advance by the County Administrator and County Board of Commissioners.

- e) All fringe benefits end on the date of termination of county employment.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: BENEFIT MAINTENANCE

STATEMENT OF POLICY

Any benefit earned by an employee will be accrued in such a manner as prescribed by policy of the employer or by employment contract.

- a) **Job Transfer, Promotion.** Accrued benefits will not be lost when an employee is transferred or promoted inter or interdepartmentally, regardless if the change is between different employment contracts, provided that such accrued benefits are used in the same timely manner as required by the conditions under which they were earned.

- b) **Employee Status, Change.** Accrued benefits will not be lost when an employee's status is changed between full-time and part-time.

- c) **Use of Benefits.** Accrued benefits will be used by an employee in the timely manner prescribed by the conditions under which they were earned.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: EDUCATION GRANTS

STATEMENT OF POLICY

Funds may be appropriated each year by the Board of Commissioners for the purpose of awarding educational grants to employees of the County. The conditions under which grants are awarded will be established and may be amended from time to time by the Board of Commissioners.

Educational grants will be used for educational classes or programs attended outside of an employee's regular work schedule. Such funds may not be used in place of any on-the-job training program funds allocated to a department of the County.

Grants may be awarded to non-probationary full-time County employees for up to two (2) classes per semester from an accredited college for course work which is deemed to be related to an approved degree program or job.

Funding is available, up to \$300.00 per class, for registration fees, tuition and up to fifty dollars (\$50) per course for textbooks. Fees and tuition may be granted in advance, and textbooks are reimbursable costs. Application fees, fines and other charges will be paid by the employee.

The successful completion of all course work will influence any consideration of additional grants awarded to the employee. Successful completion is defined as that criteria, established by the institution offering the course, used to determine a student's continuing eligibility in any program. Successful completion also includes an earned minimum grade of 2.5 out of a possible 4.0 grade for any course, and a similar grade point average for all course work. The standard of successful completion may also be applied to any courses taken prior to the initial funding application made by an employee.

Grants may not be awarded for repeat courses. The employee must file a current copy of his or her transcript with the initial grant application and an official notice of grade received following the completion of any granted course. Should a grantee leave the employment of the County before a course is completed, the employee would agree to repay the grant for that particular course.

The employee's department head must first approve or disapprove each application. Approved applications will be sent to the County Administrator/s for a final review. Applications not approved may be appealed by the employee to the County Administrator/s for a final review.

The department head may appeal any decision by the County Administrator/s to the full Board of Commissioners.

The County Board of Commissioners will be responsible for the administration of the grant program and for approving each grant. All records will become a part of the employee's personnel file.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: HEALTH INSURANCE

STATEMENT OF POLICY

Under the terms of the current health care plan, the County shall provide a health insurance program for the employee who has completed their probation period, and eligible dependents.

Community Blue, PPO Option II, \$10 generic, \$40 name prescription, Riders PCD, PD-CM, MOPD, \$10 Generic, \$40 Brand for a 35 to 90 day supply), Dental CR-100-75-50 with limit of \$1,000 per year and Blue Vision Care.

A full-time employee eligible for the coverage who has similar coverage available through a spouse employed by an employer other than Iosco County and who does not elect to participate in the county plan shall receive in lieu thereof \$1,000.00 per premium coverage year. The election may be made each coverage year during the enrollment period.

Part-time employees scheduled to work more than fourteen (14) hours per week may participate in the medical and hospital insurance if they sign a payroll deduction agreement to pay the premium.

Retirees shall be allowed to continue as part of the County's Health Insurance plan, provided they are responsible for payment of premiums to the County.

COBRA. Consolidated Omnibus Budget Reconciliation Act (COBRA).

In 1986, a Federal law was enacted requiring that most employers, including Iosco County, sponsoring group health plans offer employees and their families the opportunity for temporary health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This section briefly summarizes your rights and obligations under the continuation coverage provisions of the law. Both the employee and the employee's spouse/dependents should read this section carefully. If you desire specific information on the benefits provided under the group health plan, please contact your supervisor.

If you are an employee covered by the group health plan, you have the right to choose continuation coverage if you lose your group health coverage because of a reduction in your hours of employment or the termination of your employment (for reasons other than gross misconduct on your part).

If you are the spouse of an employee covered by the group health plan, you have the right to choose continuation coverage for yourself if you lose group health coverage for any of the following reasons:

- 1. The death of your spouse;**
- 2. Termination of your spouse's employment with the County (for reasons other than gross misconduct) or a reduction in your spouse's hours of employment;**
- 3. Divorce or legal separation from your spouse; or**
- 4. Your spouse becomes entitled to Medicare.**

In case of a dependent child of an employee covered by the group health plan, (s)he has the right to continuation coverage if group health coverage is lost for any of the following reasons:

- 1. The death of the employee/parent;**
- 2. The termination of the parent's employment (for reasons other than gross misconduct) or a reduction in the parent's hours of employment with the Employer;**
- 3. Employee/Parent's divorce or legal separation;**
- 4. The employee/parent becomes entitled to Medicare;**
- 5. The dependent ceases to be a "dependent child" under the group health plan.**

A child born to, or placed for adoption with, the covered employee during a period of continuation coverage also is a Qualified Beneficiary.

Separate Elections. If there is a choice among types of coverage under the plan, each of you who are eligible for continuation of coverage is entitled to make a separate election among the types of coverage. Thus, a spouse or dependent child is entitled to elect continuation of coverage even if the covered employee does not make that election. Similarly, a spouse or dependent child may elect a different coverage from the coverage that the employee elects.

Rights similar to those described above may apply to retirees, spouses and dependents if the employer commences a bankruptcy proceeding and these

individuals lose coverage. Under the law, the employee or qualified beneficiary of the employee has the responsibility to inform the group health plan administrator of a divorce, a legal separation of the covered employee from the employee's spouse or a child losing dependent status under the group health plan within sixty (60) days of the later of the date of the qualifying event or the date on which coverage would be lost because of the event. If notice is not sent within this time frame, continuation coverage will not be available. The proper form should be completed and submitted to the group health plan administrator upon the happening of a divorce/legal separation or a dependent child ceasing to be a dependent. The County has a supply of these forms.

The County has the responsibility to notify the group health plan administrator of the covered employee's death, the termination or reduction of hours of a covered employee's employment, the covered employee becoming entitled to Medicare, or a bankruptcy by the County.

In addition, the employee or a family member must inform the Plan Administrator of a determination by the Social Security Administration that the employee or covered family member was disabled during the 60-day period after the employee's termination of employment or reduction in hours, within 60 days of such determination and before the end of the original 18-month continuation coverage period. (See "Special Rules for Disability," below.) If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the individual must inform the Plan Administrator of this redetermination within 30 days of the date it is made.

After being notified of a qualifying event by the County, the group health plan administrator will in turn notify you that you have the right to choose continuation coverage. Any notice to a qualified beneficiary as the spouse of the covered employee is treated as notice to all other qualified beneficiaries residing with the spouse at the time the notice is given. Under the law, you have sixty (60) days from the date you would lose coverage because of one of the qualifying events described above or the date of the notice, whichever is later, to inform the group health plan administrator that you want continuation coverage.

If you do not choose continuation coverage, your group health insurance coverage, your group health insurance coverage will end.

If a beneficiary is incapacitated, other specific individuals may elect on his/her behalf (please call your Supervisor or Plan Administrator for further information). If you participated in an HMO or a walk-in clinic and you use the services of the facility during your COBRA election period, the plan can treat your use of the facility as constructive election. In such case, you are obligated to pay any applicable charge for the coverage. If you do not elect continuation coverage, your group health insurance coverage may be retroactively terminated. If you sign a

waiver regarding your COBRA coverage, you may revoke the waiver during the election period.

If you choose continuation coverage, the County is required to give you coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similarly situated active employees or family members. This means that if the coverage for similarly situated employees or family members is modified, your coverage will be modified. (“Similarly-situated” refers to current employees or their dependents that have not had a qualifying event.)

the law requires that you be afforded the opportunity to maintain continuation coverage for a maximum of three (3) years unless you lost group health coverage because of a termination of employment or reduction in hours. In that case, the required continuation coverage period is eighteen (18) months. This eighteen (18) month period may be extended if other events (for example: death, divorce, Medicare entitlement, or disability determination) occur during that eighteen month period.

Special Rules for Disability. If the employee or covered family member is disabled at any time during the first 60 days of continuation coverage, the continuation coverage period is 29 months for all family members, even those who are not disabled. The disability that extends the continuation coverage period must be determined by the Social Security Administration. The employee or family member must inform the Plan Administrator within 60 days of the date of disability determination and before the end of the original 18-month continuation coverage period. If, during continued coverage, the Social Security Administration determines that the employee or family member is no longer disabled, the individual must inform the Plan administrator of this redetermination within 30 days of the date it is made. If an employee or family member is disabled and another qualifying event occurs within the 29 month continuation period, then the continuation coverage period is 36 months after the termination of employment or reduction in hours.

Special Rule for Retirees. In the case of a Retiree or an individual who was a covered surviving spouse of a Retiree on the day before the filing of a Title 11 bankruptcy proceeding by the County, coverage may continue until death and, in the case of the spouse or dependent child of a Retiree, 36 months after the date of death of a Retiree.

Continuation coverage may be cut short. the law provides that your continuation coverage may be cut short prior to the expiration of the 18-, 29-, or 36-month period for any of the following five reasons:

1. The County no longer provides group health coverage to any of its employees.

2. **The premium for continuation coverage is not paid in a timely manner (within the applicable grace period).**
3. **The individual becomes covered under another group health plan (whether or not as an employee) that does not contain any exclusion or limitation with respect to any preexisting condition of the individual (other than an exclusion or limitation that, after July 1, 1997, does not apply to, or is satisfied by, the individual under the provisions of the Health Insurance Portability and Accountability Act of 1996).**
4. **The individual becomes entitled to Medicare.**
5. **Coverage has been extended for up to 29 months due to disability (see “Special Rules for disability”) and there has been a final determination that the individual is no longer disabled.**

You do not have to show that you are insurable to choose continuation coverage. However, under the law, you may be charged up to 102% of the applicable premium for your continuation coverage. (If you are a disabled qualified beneficiary, you may be charged up to 150% of the applicable premium for each additional month of coverage after the initial 18-month period).

There is a grace period for the regularly scheduled premium. The law also provides that, at the end of the eighteen or twenty-nine month period, or three-year continuation coverage period, you must be allowed to enroll in an individual conversion health plan provided under the group health plan.

If you do elect coverage, you will have 45 days to pay the initial (retroactive) premium. This 45-day period begins on the date your election is sent to the County or the Plan Administrator. Depending upon when the initial (retroactive) premium is paid, premiums will be due on a monthly basis thereafter.

If you have questions about this initial notification of COBRA rights, please contact your supervisor or the Plan Administrator. COBRA notifications will be sent to your last known address. This makes it imperative that you and/or your family members keep the County informed of any address changes. Please also notify your supervisor if you get married and/or add a spouse to your group health insurance coverage.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: LIFE INSURANCE

STATEMENT OF POLICY

The County shall provide Twenty Thousand and No/100 (\$20,000.00) Dollars group term life insurance for all employees covered by this policy, effective thirty days after this policy is signed by the Board of Commissioners, who have completed their probationary period, with such coverage to begin on the first day of the month in which the employee completes his probationary period.

Notwithstanding any provision of this section, the county shall have the right to secure equivalent coverage from another insurance company in lieu of the coverage specified above.

Benefits, eligibility and coverage therefore under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carrier. Any refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier, to change carriers and to become self-insured.

Life Insurance benefits decrease pursuant to the contract with Shanandoah Life as follows:

Age	Decrease
65	35%
70	15%
75	25%

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: **HOLIDAY RECOGNITION-PERSONAL LEAVE DAYS**

STATEMENT OF POLICY

The Courthouse shall be closed on the following holidays, which shall be considered paid holidays for those employees who have completed their probation period:

Martin Luther King Day	Half Day of Good Friday
Presidents Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Friday after Thanksgiving	Day before Christmas
Christmas Day	New Years Eve Day
New Years Day	

In addition to the above, after completion of the probationary period, each full-time employee shall be granted three (3) personal days for use that year, which shall be credited on January 1st of each year. The three -(3) personal days may be taken in one (1) hour increments with the approval of the elected Official/Department Head. Personal days are to be used within an 18-month period and may not be accumulated and used for an additional vacation week.

Those employees having worked at least (6) months continually at 40 hours per week are compensated for personal days at 8 hours per day. The formula will be based on the percent of the year worked at 40 hours per week.

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

County employees who work on a holiday shall receive pay on one and one-half (1 ½) times their regular hourly rate for all hours worked.

When New Year's Day, Independence Day, Veterans Day or Christmas Day falls on Saturday, the preceding Friday shall be a holiday. When New Year's Day,

Independence Day, Veterans' Day or Christmas Day falls on a Sunday, the Following Monday shall be a holiday. When Christmas Eve or New Year's Eve falls on Friday, the preceding Thursday shall be a holiday. When Christmas Eve or New Year's Eve falls on Saturday or Sunday, the preceeding Friday shall be a holiday.

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

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: LEAVES OF ABSENCE

STATEMENT OF POLICY

Leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for a leave. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. All leaves of absence shall be without pay unless specifically provided to the contrary by the provisions of a collective bargaining agreement or County policy.

There shall be no obligation on the part of the Employer to provide work prior to the expiration of any leave of absence granted, unless the employee gives written notice to the employer of their desire to return to work prior to the expiration of the leave. If notice is given, the employee will be assigned to work no later than one (1) week following receipt by the employer of the notice, seniority permitting.

Employees who have been employed with the County for at least one year may request a leave of absence without pay for a period not to exceed one year.

Employees desiring a leave of absence shall make the request to the Department Head in writing at least 20 working days prior to the requested leave, specifying the reason for the leave, the date of the last working day prior to the leave and the expected date of return. The Department Head may approve the request, and will immediately provide written notification to the Board of Commissioners. If the request is denied, a full written explanation must be given to the employee and the full board within five working days of the request. At least 10 working days prior to the expected date of return, specified in the request for leave of absence, the employee shall notify the Department head and full Board of Commissioners, in writing, of the desire to return to work and specify the desired date of return. If suitable work is not available, the employee may be considered for other suitable employment within the county.

Department Heads may, with the approval of the Board of Commissioners, alter the length of the leave of absence if the employee requests. The Department Head may act on requests for leave of absence without pay not submitted within the time periods specified above, when, in the judgement of the Department Head the circumstances of the situation prevent proper notification.

Employees who do not return to work by the expiration date of the leave of absence, and who do not have an approved extension, or who accept other employment while on leave, will be considered to have terminated their employment with the county on their last working day prior to the leave, as set forth in the approved request.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: FUNERAL LEAVE

STATEMENT OF POLICY

In the event of death in the immediate family, an employee shall be allowed three (3) \days paid leave. The immediate family means employees spouse, children, mother, father, brother, sister, father-in-law, mother-in-law, stepchildren, grandparents, grandchildren, or permanent member of the employee's family.

One (1) day paid leave will be allowed for the day of the funeral for aunt, uncle, niece, nephew, sister-in-law and brother-in-law of the employee.

Additionally, time shall be granted for extenuating circumstances with the approval of the Department Head and/or Elected Official. In any case, total paid leave is not to exceed five (5) consecutive working days.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: FAMILY AND MEDICAL LEAVE

STATEMENT OF POLICY

Employees who have been with the county for at least 12 months and have worked 1,250 hours during the immediately preceding 12 months are eligible for leaves of absence for any one, or more, of the following reasons:

- 1) **The birth of a son or daughter, and to care for the newborn child.**
- 2) **The placement with the employee of a son or daughter for adoption or foster care.**
- 3) **To care for the employee’s spouse, son, daughter or parent with a serious health condition.**
- 4) **Because of a serious health condition that makes the employee unable to perform the functions of their job.**

An eligible employee is entitled to a total of 12 workweeks of leave during a “rolling” 12-month period measured backward from the date an employee uses any leave.

Employees desiring leaves under this policy will provide written notice to the Employer setting forth the reason for the requested leave, the anticipated start date of the leave and its anticipated duration. A request for leave to care for an ill family member or the employee themselves, must be supported by a certification issued by the health care provider of the employee or employee’s ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer’s expense from a health care provider of its choice. If the opinions of the employee’s and the Employers’ designated provider differ, the Employer may require the employee at the Employer’s expense to obtain certification from a third health care provider designated or approved jointly by the County and the employee. The County may request recertification at any reasonable interval.

Employees on leaves of absence under this policy will be paid in accordance with the following:

- 1) **In instances where the leave is needed due to the employee’s own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave**

days shall be applied in the following order: a) Paid sick leave, b) Paid personal leave, c) Paid vacation.

- 2) In instances where the leave is needed for a reason other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order: a) Paid personal leave, b) Paid vacation.**

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position they had when leave commenced, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, unless they are no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job, are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the Employer may deny restoration until satisfactory certification is provided.

Continuation of medical benefits and the right to job restoration cease when an employee has used twelve (12) workweeks of FMLA leave in the twelve (12) month period.

An employee requesting a FMLA leave must provide the County at least thirty (30) days advance notice of when the leave is to begin. If such notice is not practicable, then notice is to be provided as soon as practicable.

When a leave denoted as (1) or (2) above is granted, the leave must be taken in one (1) continuous increment, and must be concluded within the twelve (12) months of the date of birth or placement.

Leaves denoted as (2) or (3) above must be supported by medical certification from a health care provider stating the date on which the serious health condition commenced, the probable duration of the condition, the appropriate medical facts, and a statement that the employee is unable to perform the essential functions of his/her position, or that the employee is needed to care for the person. The County reserves the right to require the employee to obtain the opinion of a second health

care provider designated or approved by the County concerning any information within the medical certification.

The County may require an employee to report periodically upon his or her status and intent to return to work. The County may also require, at the employee's expense, periodic reports from his or her physician while he or she is on leave.

An employee on a FMLA leave shall not engage in any outside or supplemental employment.

The County may recover insurance premiums paid while an employee was on an unpaid FMLA leave if:

- a. The employee fails to return to work for a least thirty (30) days after the expiration of the leave; and**
- b. The failure to return is for a reason other than a serious health condition, or other circumstances beyond the control of the employee. Certification from the health care provider may be required for this purpose.**

The provisions of this policy may be further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: LONGEVITY

STATEMENT OF POLICY

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

<u>Service</u>	<u>Bonus</u>
Upon completion of five years of continuous service through completion of nine years.	\$250.00
Upon completion of ten years of continuous service through completion of fourteen years.	\$420.00
Upon completion of fifteen years of continuous service through completion of nineteen years.	\$570.00
After twenty years of continuous service.	\$750.00

Payments to employees who have become eligible by their date of hire shall be due the respective longevity bonus on their regular payroll date following their anniversary of date of hire. Longevity bonus shall be prorated on a monthly basis for employees who have voluntarily resigned, retired, been permanently laid off or due to death.

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

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: JURY DUTY

STATEMENT OF POLICY

Employees selected for jury duty or as a witness shall serve with no loss in pay. The employees shall be compensated only for the difference between the employee's regular pay and the pay received for jury duty.

The employee should give reasonable advance notice of their summons to serve as possible juror and periodic updates in respect to anticipated completion time. Upon completion of the jury service, the employee must present a record of the salary payment received for such service.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: MATERNITY LEAVE

STATEMENT OF POLICY

Leaves of absence for pregnancy shall be treated the same as any other sick leave.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: MILITARY LEAVE

STATEMENT OF POLICY

Leaves for active military service or reserve training will be granted in accordance with applicable law since the existing language is not entirely consistent with the law.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: SICK LEAVE

STATEMENT OF POLICY

Each full-time employee shall be credited with one-day sick leave allowance at the end of each month of completed employment. An employee shall accumulate one day of sick leave per month (8 hours leave if eleven or more days worked at 8 hours, 7 hours otherwise) but not more than twelve days per year. Should the employee take paid sick days during his/her first year of employment, the employee shall first sign an agreement that the amount of paid sick days shall be deducted from their last pay check(s) should they leave employment of the county before they have completed one (1) year of employment. Sick leave shall be kept track of in terms of hours.

Accumulation of sick days shall not exceed eight hundred and forty hours (840). Upon retirement or resignation after five (5) years of continuous service, an employee shall be paid all unused sick leave up to 420 hours.

Accrual of Sick Leave – Part-time Employees. Each part-time employee shall be credited with one hour of sick leave for every 22 hours worked.

Temporary Employees. Temporary employees are not entitled to sick leave benefits.

Sick Leave Credits While on Leave. Employees who are on leave from the county without pay do not earn further sick leave credits and are not entitled to sick leave benefits. Upon a return from a leave without pay, employees may begin accruing sick leave again and have any accrued but unused sick leave at the time the leave without pay began reinstated.

Employees unable to come to work for reason of personal disability, sickness, diagnostic examination or disability within the immediate family, are eligible to use earned sick leave credits, provided that they notify their Department Head as soon as possible, but in no case later than 9:15 a.m. of the work day for which the employee will be absent. It is expected that the employee shall keep the Department Head advised as to his/her condition and the probable date of return. If an employee is absent from work for five (5) or more days a certificate (verification) by a physician may be required by the Department Head, stating the cause or causes of the sickness or disability, and its expected duration.

In the event that the sick leave extends longer than the accumulated sick leave credits of the employee, the employee shall be on sick leave, without pay, effective the date that the accumulated sick leave credits are exhausted, until such time as the disability ceases. Upon return, the employee must be returned to his/her previous job. Seniority will not accrue while on unpaid leave.

In the case of a work related incapacitating injury or illness for which as employee is eligible for benefits under the county's workers compensation program, sick leave credits may be utilized, at the employee's request, to equalize the difference between the employee's normal bi-weekly after-tax earnings and the disability or compensation benefits.

Documentation. The employee and the department head shall document all use of accrued sick leave. Falsification of claims for sick leave may be cause for dismissal.

Payment for Unused Sick Leave. Upon retirement or resignation of any county employee, after five (5) years of continuous service, an employee (or heirs in the event of death) shall be paid all unused sick leave up to 420 hours at the employee's average salary rate over the preceding five (5) years of employment.

Accrual of Benefits During Sick Leave. Employees on sick leave shall accrue additional sick leave benefits until any accrued sick leave and vacation benefits have been exhausted. Employee benefits shall not be affected until such time as the employee is no longer entitled to a payroll check.

Payment During Use of Sick Leave. Whenever an employee shall be absent from work by reason of the employees' illness and the employee has accrued but unused sick leave credits, the county will pay the employee's normal rate of compensation for such periods of illness.

Extended Sick Leave. Whenever an employee, shall have been on sick leave for a period not to exceed one (1) year beyond the exhaustion of accumulated sick leave and vacation allowances, his seniority and employment relationship shall not continue beyond that time.

Return from Extended Sick Leave. Employees returning from extended sick leave will not be assured of reinstatement to the position vacated. However, such employees will be given priority consideration for placement to any vacated position for which they are qualified. The returning employee may be required to provide a physician's statement regarding his or her physical condition, specifying any physical limitations or restrictions. Upon return to employment, the employee will be accorded the standing with respect to longevity, employee benefit and vacation accrual rates earned prior to the beginning of the extended sick leave.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: RETIREMENT

STATEMENT OF POLICY

Upon Completion of probation, all Non-Union employees hired before the signing of this policy are members of the Michigan Municipal Employees Retirement System B-4 Plan, with F55/20, F50/25, Vest 8 years and FAC 3, with a contribution rate of .94%. Regulations pertaining to the system are made by the Michigan Municipal Employees Retirement Board in conformance with state law. New employees transferring directly from another municipality belonging to MERS may have their credited years of service transferred to Iosco County, with the approval of the Iosco County Board of Commissioners at no cost to the county unless otherwise approved.

Upon completion of probationary period, all Non-Union employees hired after March 21, 2001 will be covered by a defined contribution plan under which the County will contribute seven (7%) percent of the employee's base salary each year. Vesting will be 100% after completion of one (1) year enrollment in the system. Participants are not required to contribute a percentage of their earnings.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: VACATIONS

STATEMENT OF POLICY

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

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

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

Regular part-time employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation.

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

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

Maximum earned vacation not to exceed thirty (30) working days per year.

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

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

Full-time employees may, at their option, accumulate a maximum accrual of up to and including thirty (30) days' vacation at any given time. Said maximum limit

shall not reflect or include vacation credits available as a result of being earned on the most recent anniversary date. In no event, however, shall the accrued limit exceed thirty (30) days. Consequently, vacation credits earned on the most recent anniversary shall be lost if not used within the subsequent twelve (12) month period where a combination of the accrued and unused earned credit exceeds thirty (30) days. Employees must take at least five (5) earned vacation days each anniversary year. However, no employee shall take more vacation leave than has been accumulated.

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

Those employees having worked at least six (6) months continually at 40 hours per week are compensated for vacation days at 8 hours per day. The formula will be based on the percent of the year worked at 40 hours per week.

Conditions upon Separation. Upon separation from county employment, employees shall normally receive payment for any accrued but unused vacation credits. Failure to provide adequate notice of voluntary separation or involuntary separation resulting from unexcused absences or disciplinary action, however, upon recommendation of the department head, may result in the forfeiture of payment for unused vacation credits. Employees who have qualified for vacation credits and who leave county employment in good standing shall also be credited with a number of vacation days or parts of days in proportion to the part of the year worked and for which vacation days would have been earned had the employee continued employment to his or her anniversary date.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: WORKER'S COMPENSATION CLAIMS

STATEMENT OF POLICY

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

Iosco County has changed the way we will be handling Workman's Compensation injuries effective immediately, February 8, 2006.

DO NOT GO TO YOUR PERSONAL DOCTOR OR THE EMERGENCY ROOM OR USE YOUR BLUE CROSS/BLUE SHIELD CARD.

First, administer first aid as needed. If the injury is life-threatening, call 911 for an ambulance.

If an injury occurs at work between the hours of 9:00 a.m. and 5:00 p.m., and the injured is not in need of first aid, you will contact the Iosco County Clerk's office and fill out an "Authorization for Treatment and Billing" form. The Clerk's office will call Occupational Health Services at Tawas Hospital and make arrangements for you to be seen. You must present the form to them upon your arrival.

If the injury is in immediate need for treatment, call 362-9406 and have the person transported to Occupational Health Services or where they tell you to go. The Supervisor of the employee must fill out the "Authorization for Treatment and Billing" form and give it to the employee for authorization of treatment.

If the injury occurs between 5:00 p.m. and 8:00 a.m., contact the Emergency Room at Tawas St. Joseph Hospital at 362-9350 and follow their directions. The Supervisor of the employee must fill out the "Authorization for Treatment and Billing" form and give it to the employee for authorization of treatment.

If the injury occurs between 8:00 a.m. and 9:00 a.m., contact Occupational Health Services at 362-9406 and follow their directions. The Supervisor will need to fill out the "Authorization for Treatment and Billing" form and give it to the employee, for authorization of treatment.

In all cases, the Iosco County Clerk's office must be notified as soon as practical.

Any questions, contact the Iosco County Clerk's office.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: COMPENSATION

STATEMENT OF POLICY

All County employees are to be paid in accordance with resolutions approved by the Board of Commissioners.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: EMPLOYEE PROMOTIONS

STATEMENT OF POLICY

Any personnel action that results in the placement of an employee in a position with a pay range higher than the position previously occupied by the employee shall be construed as a promotion.

Any personnel action, for disciplinary or other reason, that results in the placement of an employee in a position with a pay range lower than the position previously occupied by the employee shall be construed as a demotion.

Any personnel action that results in the placement of an employee in a position with the same pay range as the position previously held shall be construed to be a transfer.

Any personnel action that results in the assignment of a position to a higher or lower pay range shall be construed to be a reclassification of the position.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: PAY PERIOD

STATEMENT OF POLICY

Employees shall be paid every other Wednesday, with each paycheck covering the two- (2) week period ending on Friday before each payday. For purposes of computing payroll, in the event that an employee has worked on a weekend, the work week shall be computed as Sunday through Saturday.

Payroll Reporting. Each department shall assign a person to maintain payroll-reporting records. Such record shows time worked, vacation, sick leave time used, compensatory time, personal leave time, time lost, and any overtime for which compensation is to be made. These records constitute the basis for issuance of paychecks and any questions regarding errors or benefit accumulations should be first explored at the department level in which the employee works. Each department shall submit payroll vouchers to the County Clerk's office by noon on the Monday following the last day of the pay period.

Payroll Deductions-Financial Institutions.

The county cooperates with several financial institutions as a service to its employees. The county, upon an employee's instruction and approval, will make regular deductions from the paycheck and pay the amount to the financial institution. A list of institutions may be obtained in the County Clerk's office.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: WORK SCHEDULE

STATEMENT OF POLICY

The normal scheduled workweek for county building offices and professional employees is 35 hours per week, Monday through Friday during the county business hours of 9:00 a.m. to 5:00 p.m. Other employee schedules are determined by department heads. If a justifiable need arises for an office to work more than 35 hours per week but not to exceed 40 hours per week such additional hours shall be authorized by the Board of Commissioners except in those departments covered by a union contract which authorizes an alternate means of extending the work week to a maximum of 40 hours. Lunch periods for office and professional employees are scheduled by the department head. No accumulation of breaks shall be utilized by the employee.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: **OVERTIME, FLEXTIME and COMPENSATORY TIME**

STATEMENT OF POLICY

Overtime compensation, except that for full-time employees for which compensatory time off is given, is not authorized until approved by the Board of Commissioners acting upon the request of the department head.

Department heads shall provide reasonable advance notice of required overtime when possible. Failure to receive advance notice, however, shall not absolve the employee of responsibility to work additional hours when required. Department heads shall assign required overtime approximately equally among the employees qualified to perform the work required.

Overtime is paid at the rate of 1.5 times the regular wage to all employees who, with prior approval of the department head, work in excess of 40 hours per week. For the purposes of computing overtime, all holidays, vacation days, funeral leave and sick leave designated in this Agreement shall be considered as days worked, provided these days fall within the regular scheduled workweek.

Flextime. Elected Officials/Department heads may use flex time within their office when he/she initiates and feels there is a justification for doing so and their office hours are maintained for the convenience of the general public. Flex-time is defined as a regular work day, but something other than 9 to 5: 8 to 4 or 10 to 6 could be used, NOT 7 to 11 and 2 to 5 in the same day, but four (8) hours days and one (3) hour day... example 8 to 5 for four days and 9 to 12 the fifth day.

Compensatory Time. An employee may accumulate compensatory time not to exceed 15 hours, if authorized by the Department Head. The employee will be paid for any compensatory time not used within a six (6) month period as allowed under the FLSA .

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: **DISCIPLINE, SUSPENSION, DEMOTION OR DISMISSAL**

STATEMENT OF POLICY

Any employee may be suspended, dismissed or demoted for cause by a Department Head provided that the suspension, demotion or dismissal is subject to the appeal/grievance provisions. When possible, a written statement of reasons for the suspension, dismissal or demotion shall be submitted to the Administrators and the employee affected prior to the effective date of the action.

A Department Head may suspend a regular employee without pay for disciplinary reasons provided that the suspension notice is submitted to the Administrators and furnished to the employee affected within 24 hours of the time a suspension becomes effective.

When an employee is given a disciplinary discharge, suspension or a written reprimand and/or warning which is affixed to his personnel record, the employee will be promptly notified in writing of the action taken. A disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within three working days from the time of presentation of the notice to the employee. Grievances regarding discharge will be heard by the Board of Commissioners, Committee of the Whole. Any employee, who violates a County policy or violates a state statute regarding strikes and walkouts, shall be subject to disciplinary action.

I. TYPES OF DISCIPLINARY ACTIONS.

Oral Reprimand. This is an action taken by a Department Head in which they tell an employee about an action or behavior of the employee which they, as the Department Head, finds objectionable or wishes corrected.

Written Reprimand. This is an action taken by a Department Head in which they write out the action or behavior, which they wish the employee to change, cease or begin. The written Reprimand will describe in detail the behavior to be corrected, and will give direct and concrete orders for the future and will point out the consequences of repeating the action which brought about the Written Reprimand. A written reprimand must be presented to the employee.

Suspension without Pay. This is an action taken by a Department Head, which removes an employee from employment in their department and from

the County payroll for a definite period of time. This action does not require the employee's consent to place them on a leave without pay.

The employee will lose seniority for days suspended, and be given an adjusted date of hire upon return.

The employee does not accrue salary, annual credit or sick leave credit during the time they are suspended, nor can they use this time while on suspension, unless specifically designated.

At the end of the suspension, the employee shall be returned to the payroll at the same department, classification and salary as when they were suspended.

Demotion. This is an action taken by a Department Head, which reduces an employee's classification to a classification with a lower maximum salary. The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification unless the new classification has fewer salary steps, in which case the employee should be placed at the highest step. The employee's duties and responsibilities must be reduced to those of the lower classification.

Dismissal. This is an action taken by a Department Head who permanently removes an employee from employment in their department and the county payroll. Dismissed employees need not be kept in employment or paid for any time after the completion of their normal working day on the date they are dismissed.

Dismissed employees shall be treated the same as employees separated for reasons other than retirement, in the matters of paying for unused accumulated annual leave and unused sick leave.

Notification.

For any action regarding discipline, written notice giving specific reasons for the action and the effective dates and conditions of the action, must be signed by the Department Head or their authorized representative and be presented to the employee in person by the Department Head or their authorized representative, or else sent to the employee's last known address by registered mail, restricted delivery, with return receipt requested, on or prior to the effective date of the actions. If the employee receives the notice in person, the employee should sign all copies to acknowledge receipt. If they refuse, the person present should note it on the form. A copy of the written notice shall be retained by the department, a copy to the Administrators and a copy placed in the employee personnel file.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: APPEAL PROCESS

STATEMENT OF POLICY

- 1. The sole remedy available to any employee for any alleged inappropriate suspension and/or dismissal shall be pursuant to this Appeal Process.**
- 2. The affected employee, at his/her option may submit an appeal from the suspension or dismissal action to the Administrators for review. The written notice of appeal shall be delivered to the Administrators within five (5) calendar days after the date on which the suspension or dismissal was first effective. If no such notice of appeal is given within the prescribed period, the County's action shall be final and binding on the employee.**
- 3. If the grievance is not solved under Section 2 above, the employee may within five (5) calendar days after the answer in Section 2, submit a written appeal to the Board of Commissioners. If no such notice of appeal is given within the prescribed period, the County's action shall be final and binding on the employee.**
- 4. If the grievance is not resolved under Section 3 above, the employee may, within five (5) calendar days after the answer in Section 3, submit an appeal from the County's suspension or dismissal action to the American Arbitration Association for binding arbitration in accordance with its Labor Arbitration rules. If no such notice of appeal is given within the prescribed period, the County's action shall be final and binding on the employee.**
 - a. The jurisdiction of the Arbitrator shall be limited to the determination of appeals from allegedly inappropriate suspensions and/or dismissals. If neither party shall claim before the Arbitrator that a particular appeal fails to meet the tests of arbitration, the Arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. If the appeal concerns matters not subject to Arbitration, the Arbitrator shall return the appeal and all documents relating thereto, to the parties without decision. In the event either party disputes the arbitrability of a grievance in a court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a court of competent jurisdiction from whose decision no appeal is taken.**

- b. Powers of Arbitrator. the Arbitrator shall have no power to add to, subtract from, alter, or modify any of the terms of the Personnel Policy or any of the functions or responsibilities of the parties. He shall have no power to substitute his discretion or judgment for that of the County. His powers shall be limited to deciding whether the County has violated the express terms of the Personnel Policy with respect to suspensions and/or dismissals and he shall not imply obligations and conditions binding upon the County, it being understood that any matter not specifically set forth herein remains with the reserved rights of the County.**
- c. The County and the employee shall pay their own costs of processing appeals through the appeals process. The fee of the Arbitrator, his travel expenses and the cost of any room or facilities and the expenses of the Arbitration, including the cost of a transcript, if any, shall be borne equally by the County and the employee. The fee and/or wages of representatives, counsel, witnesses, or other persons attending the hearing on behalf of a party and all other expenses shall be borne by the party incurring the same.**
- d. The Arbitrator's Decision, when made in accordance with his jurisdiction and authority established by this Personnel Policy, shall be final and binding upon the employee or employees involved, and the County.**
- e. A claim, action or suit filed by an applicant or employee for or in a position covered by this Policy, which is not subject to arbitration as set forth above, must be filed no later than 30 days after the date on which the applicant or employee first becomes aware of cause to file such claim, action or suit regardless of any statute of limitation to the contrary.**

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: HARRASSMENT AND/OR DISCRIMINATION

The Employer will not tolerate unlawful discrimination or harassment by any of its employees, officers, directors, vendors, contractors or others doing business with the Employer. Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct relating to any individual's sex, race, color, national origin, age, religion, height, weight, marital status or handicap/disability constitutes harassment when:

- Submission to the conduct is made either an explicit or implicit condition of employment;
- Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
- The harassment substantially interferes with an employee's work performance; creates an intimidating, hostile, offensive or abusive work environment; or otherwise adversely affects an individual's employment opportunities.

Any employee or applicant who believes he or she has suffered discrimination or harassment shall report the incident(s) to his or her supervisor or to an officer of the Company.

The Employer guarantees that an employee reporting incident(s) of discrimination or harassment will not suffer any form of reprisal.

In determining whether the alleged conduct constitutes discrimination or harassment, the totality of the circumstances, the nature of the discrimination or harassment and the context in which the alleged incident(s) occurred will be investigated. the Employer has the responsibility of investigating and resolving complaints of discrimination and harassment. The results of an investigation and any action taken thereon will be communicated to the complaining employee.

The Employer considers discrimination or harassment on the basis of religion, race, color, national origin, age, sex, height, weight, marital status or handicap/disability to be a major offense which may result in disciplinary action against the offender, regardless of the offender's position with the Employer.

It is each employees' responsibility to help eliminate all forms of, harassment and discrimination. It is every department head/elected official's responsibility to discourage such behavior and to take appropriate steps to prevent such behavior from occurring within their work jurisdiction. Consistent with this responsibility, all department heads/elected officials are to report to the Chairman of the County Board of Commissioners any occurrences that they have knowledge of which could constitute violations of this policy.

REPORTING PROCEDURE

Any employee or officer believing that they are or have been a victim of sexual harassment and unwanted conduct may contact their supervising department head/elected official or the County Administrator's to report the occurrence. The department head/elected official will in turn contact the County Administrator/s.

Nothing in this policy will prevent an employee from directly contacting the County Administrator/s to file a complaint in addition to or in lieu of contacting their immediate supervisors.

RESPONSE AND INVESTIGATING PROCEDURE

It is the County's position to take affirmative action to prevent unwanted conduct from occurring and to deal with all such incidents in a fair, impartial and speedy manner.

All complaints or incidents will be investigated on a case by case basis by the County Administrator/s. The County Administrator's will inform the Chairperson of the Board of Commissioners of any investigation.

Any complaint against the County Administrator/s will be investigated by the Board Chairperson. Any complaint against a County Commissioner will be investigated by the County Administrator/s.

The investigating County officer or committee may seek advice from the County Attorney.

When a violation of this policy has been found, immediate action will be taken in attempt to remedy the situation and to help prevent its reoccurrence.

If an individual is not satisfied by a decision rendered by the County Administrator/s, it may be appealed to the full Board of Commissioners.

RETALIATORY ACTION

Any action taken that may prevent, or seem to prevent, any employee or officer from discussing or filing a complaint regarding an alleged act of harassment or discrimination shall be considered a violation of this policy.

DISCIPLINARY ACTION

Any employee of the County who violates this policy will be subject to disciplinary action up to and including dismissal.

Where any action involves an elected officer of the County, the Board of Commissioners will review the results from the investigation and consider if any misfeasance or malfeasance of office exists.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: EMPLOYEE RECRUITMENT.

STATEMENT OF POLICY

RECRUITMENT – Employment and promotional opportunities shall be advertised in such a manner that the public is assured open opportunity to apply and to be properly considered for public employment, and so that present County employees may be knowledgeable for possible chances for advancement.

The Department Head shall advertise the position as appropriate, including, at a minimum, the posting of the vacancy on a bulletin board in the Courthouse and other county buildings. Positions shall be posted for a minimum of 5 working days and shall include the title or classification of work, work schedule and rate of pay and the effective dates of posting.

SELECTION – Employment and promotion of personnel shall be solely on the basis of merit, potential, suitability and seniority for the position. The Department Head shall review the applications, and after making any desired investigation, shall select the applicant who, in the Department Head's judgement, is the most suitable for the position.

Under certain position-required circumstances a department head with Board of Commissioners approval may request a medical examination by an Iosco County physician as a condition of employment, the costs thereof to be paid by the county.

The Department Head shall be responsible for screening and appointing employees to his department, subject to approval of the full Board of Commissioners. An elected official can appoint his/her chief deputy without board approval.

ORIENTATION.

Following an employment decision, each department head or a designated representative (normally that person who will supervise the work of the new employee) will conduct a brief orientation to acquaint each new employee with work responsibilities, procedure, policies, and fellow employees.

PUNCTUALITY.

Employees are expected to be available for work at the scheduled times. Employees who anticipate being more than 15 minutes late in reporting for work should so notify their respective supervisors. Tardiness will lead to disciplinary action such as docked time, counseling, memoranda to the personnel file, or discharge. Tardiness may also lead to disqualification for promotional opportunities.

UNEXCUSED ABSENCES.

Employees are expected to obtain approval from their supervisors for anticipated absences from work. Absences without prior notification shall be considered unexcused absences except when caused by events beyond the employee's control and subsequently explained to the supervisor. Failure to notify the supervisor may lead to disciplinary action. Unexcused absence for three consecutive workdays may be considered the same as a voluntary resignation with loss of employee rights and privileges.

Unexcused absences of less than three consecutive days may result in the following disciplinary actions: verbal reprimand on the first offense, written reprimand on the second offense, loss of five days work and pay for the third offense, and discharge for the fourth offense. Department heads may consider consecutive days of unexcused absences as separate and individual violations of this policy.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: NEPOTISM

STATEMENT OF POLICY

Nepotism within a department shall be discouraged. A department head will not hire and compensate any person who would be under his or her supervision who is either an immediate family member or immediate relative of the department head.

DEFINITIONS

Immediate Family Member. An immediate Family member is a person's spouse, children, mother, father, sister, brother, grandparents, step children, stepmother, stepfather, mother-in-law, father-in-law, sister-in-law or brother-in-law.

Immediate Relative. An immediate relative is a person's cousin, niece or nephew.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: EMPLOYEE RESIDENCY

STATEMENT OF POLICY

Residency within the County is not a condition of hiring or employment: however, employees whose jobs affect public safety, where responding to an emergency can become a critical time factor, are encouraged to reside within a reasonable distance from their normal workplace.

***Except for those positions that require residency.**

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: SUBSTANCE ABUSE

STATEMENT OF POLICY

The County of Iosco has determined that maintaining a workplace and workforce that is free from drugs or alcohol is essential for fulfilling its duties in service to the public and insuring public safety.

IMPLEMENTATION

The County of Iosco prohibits the use, distribution, manufacture, or possession of behavior altering chemical substances on County property.

Employees are prohibited from reporting to work or working while under the influence of alcohol or controlled substances.

Employees violating the substance abuse policy or refusing to take a drug test may be subject to disciplinary action, which may subsequently result in the termination of employment.

This policy does not apply to the use of controlled drugs used in accordance with the limits of a valid prescription.

POLICY VIOLATIONS

Employees may be required to submit to a drug/alcohol test where there is belief that this policy has been violated. Probable cause for requesting testing may include but are not limited to the following:

1. **Possession of a controlled substance.**
2. **Behavior or symptomatic exhibiting of drug/alcohol use by an employee.**
3. **An employee sustaining any serious or potentially serious injury or accident while working. An employee(s) involved in a motor vehicle accident will automatically be tested.**
4. **Involvement in a known or suspected drug related incident on or off County property at any time.**

CONVICTION OF DRUG OFFENSE

Any County employee convicted of an illegal drug statute will be terminated.

Employees convicted or incarcerated for an alcohol-related incident will be suspended pending a hearing with the immediate supervisor and the County Administrator/Controller. An employee may be placed on leave of absence and/or disciplined up to and including termination depending on the nature of incidence.

PRESCRIPTION/MEDICATIONS

Employees must notify their immediate supervisor if they are using medication (prescription or over-the-counter) that may cause drowsiness or affect their ability to operate a County vehicle or equipment or severely impairs their ability to perform their duties.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: LAYOFF AND RECALL

STATEMENT OF POLICY

When by decision of the County Board of Commissioners, it is deemed necessary to reduce the level of County Services, the Board of Commissioners shall notify the Department Heads that no vacancies can be filled without written approval of the Board of Commissioners. The Board of Commissioners shall advise each Department Head when the approval rule is to become effective and as to the necessary procedures for requesting approval to fill vacancies.

Where a collective bargaining agreement is in effect, the contract will be followed in regards to layoff and recall. Full-time and part-time employees laid off, shall be given a minimum of 5 days notice and will be eligible for the payment of any earned but unused vacation time, but not longevity or sick leave. In addition, the County will continue the employee's life and health insurance coverage for one calendar month past the employees' termination date, at the employees' cost.

At such time as future vacancies occur, laid-off employees will be given top priority for employment consideration in those positions for which they are qualified. Employees with seniority previously laid off will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary ability to perform the required work in an effective and efficient manner.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: TERMINATION

STATEMENT OF POLICY:

The County Clerk or designee shall meet with the employee to explain the retirement and health benefits if applicable. The employee is to turn in any keys belonging to the county.

Resignation. Any employee resigning from County service shall submit the resignation in writing, stating the effective date and the reason for leaving at least two weeks prior to the effective date. Failure to comply may be cause for denying the person future employment with the County. Unauthorized absence from work for a period of three consecutive working days may be considered as an automatic resignation.

Employee Death.

If there should be a death of an employee, the employee's Department Head should notify the County Clerk. The employee's family should submit a copy of the death certificate to the County Clerk for verification of any accrued benefits or Life Insurance eligibility.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: TRAVEL EXPENSE POLICY

STATEMENT OF POLICY:

Travel expenses directly related to County business are reimbursable. Before an employee of the County receives reimbursement for an expenditure, they must provide the appropriate supportive documentation.

The Department Head shall approve departmental travel plans and actual expenses. The Board of Commissioners will review all expenses submitted for reimbursement.

***In-State Travel**

Meals:	Breakfast	(gratuity included)	\$ 6.50
	Lunch	(gratuity included)	\$ 7.25
	Dinner	(gratuity included)	\$16.25

Accommodations: Per Night \$100.00 (Tax Included)

The maximum rate will be paid when travel is documented and starts prior to 6:00 am. and extends beyond 7:00 p.m. for both in state and out of state travel.

Special cases: When conferences are held at a conference center and meals, registration and lodging at the center may exceed the above schedule.

Mileage Rates:

Approved Private Car Use (per mile) – Internal Revenue Service rates per mile for all county employees who are required to use their own vehicles for County business.

OUT OF STATE TRAVEL

No out of state travel without prior approval from the Board of Commissioners.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: DISPUTES BETWEEN EMPLOYEE AND DEPARTMENT HEAD

STATEMENT OF POLICY

Any dispute between the employee and Department Head shall be brought to the Committee of the Whole for disposition. The Committee of the Whole will recommend action as it deems appropriate to the full Board of Commissioners which shall finally decide the matter. At anytime prior to consideration of the Board of Commissioners the parties may consent to a resolution of the dispute provided that such resolution is not inconsistent with personnel salaries and other policies of the Board of Commissioners.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: USE OF COUNTY VEHICLES

STATEMENT OF POLICY

County vehicles are to be used in the course of performing county business. The use of county vehicles for the transportation of other than county business is forbidden. County vehicles shall not be considered transportation for the purpose of going to and coming from work or attending meetings other than those arising out of the course of employment. On non-work days and upon completion of the workday said county vehicles will be parked and secured at the work place of the employee. County vehicle means all vehicles owned by the county. It is understood in some cases county vehicles may be taken home due to the performance of job requirements. Said vehicle should not be moved or used for personal use. If in the course of employment an employee must use their personal vehicle, the county assumes no liability in the event of accident other than if injury occurs, the employee should be then covered under the applicable workers compensation law.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: POLITICAL CAMPAIGNING

STATEMENT OF POLICY:

The regulation of political activities conducted by public employees while at work and by persons in County buildings is established: 1) Partisan and nonpartisan political materials shall not be displayed or given out in any County building or property during the business hours of that building or property. This does not include bumper stickers displayed on vehicles on County property. 2) Persons and groups assigned use of any meeting room after business hours may display materials not in violation of any state law, local code or ordinance, provided such materials are not affixed in a manner that may cause damage to the building or property, and are removed when the premise is vacated. 3) Employees shall not engage in any partisan or nonpartisan political activity during those hours when being compensated for the performance of the employee's duties as a public employee.

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: SMOKING

STATEMENT OF POLICY:

In the interest of providing a safe and healthy environment for employees, customers and visitors, and in accordance with the Michigan Clean Indoor Air Act, the following policy concerning smoking in the County Building is adopted:

“THERE WILL BE NO SMOKING IN ANY COUNTY BUILDING”

COUNTY OF IOSCO
PERSONNEL POLICY

POLICY SUBJECT: USE AND DISCLOSURE OF SOCIAL SECURITY NUMBERS

PURPOSE

The County of Iosco is required by Michigan's Social Security Number Privacy Act ("the Act") to control how it obtains, uses, disseminates and disposes of records which contain Social Security numbers. The Act also requires Iosco County to establish, publish and enforce a policy regarding the use, disclosure and disposal of records which it creates or obtains in the course of its business and which contain Social Security numbers. This policy and Procedures sets forth Iosco County standards and practices for how much information gathered, stored, disclosed and ultimately disposed of.

POLICY

It is the policy of Iosco County that Social Security numbers obtained from employees, vendors, contractors, customers or others are confidential information. Social Security numbers will be obtained, retained, used and disposed of only for legitimate business reasons and in accordance with the law and this Policy and Procedure.

PROCEDURE

A. Obtaining Social Security numbers

Documents or other records containing Social Security numbers are to be requested, obtained or created only for legitimate business reasons consistent with this policy. Such reasons include, but are not limited to:

- i. Applicants may be required to provide a Social Security number for purposes of a pre-employment background check.
- ii. Copies of Social Security cards may be obtained for purposes of verifying employee eligibility for employment in accordance with the Immigration Reform and Control Act.
- iii. Social Security numbers may be requested from employees for tax reporting purposes (i.e. IRS Form W-4) for new-hire reporting or for purposes of enrollment in Iosco County employee benefit plans.
- iv. Social Security numbers may be obtained from contractors or vendors for tax-reporting purposes (i.e. IRS Form 1099).
- v. Customers/clients may be asked to provide Social Security numbers for tax reporting purposes or for purposes of establishing a customer-specific account or other record.

B. Retention and Access to Social Security numbers

- i. All records containing Social Security numbers (whether partial or complete) will be maintained in secured files.
- ii. All paper records containing Social Security numbers must be stamped "Confidential,"

- “Controlled Document,” or with some similar identifying mark.
- iii. Only personnel who have a legitimate business reason to know will have access to records containing Social Security numbers.
 - (a) Employees whose job entails regular access to records containing Social Security numbers will be trained in the legal requirements and the requirements of this Policy and Procedure.
 - (a) Where a record containing a Social Security number is to be disseminated to persons outside of Iosco County, to persons within the County who are not authorized or trained in the Policy and Procedure, or where the Social Security number is not relevant to the purpose for which the record is being shared, the Social Security number shall be redacted or otherwise rendered unreadable.
 - iv. Employees using records containing Social Security numbers will take appropriate steps to secure such records when not in immediate use. Such steps may include:
 - (b) Placing such record in a locked desk or file drawer when not in use.
 - (c) Using password protection or screen-savers on computers and computerized records to prevent unauthorized access to or viewing of such records by others.
 - v. Inactive records containing Social Security numbers will be retained in accordance with the requirements of state and federal laws and then destroyed in a manner that continues to ensure their confidentiality. For purposes of this Policy and Procedure, “inactive records” are those where there is no longer a current employer, supplier, or customer relationship.

C. Unauthorized Use/Disclosure of Social Security numbers

Any employee, who obtains, uses or discloses Social Security numbers for unauthorized purposes or contrary to the requirements of this Policy and Procedure shall be subject to discipline up to and including discharge. Iosco County will cooperate with appropriate law enforcement or administrative agencies in the apprehension and prosecution of any person who obtains, uses, or discloses Social Security numbers for unlawful reasons.

**IOSCO COUNTY
E-MAIL/ELECTRONIC COMMUNICATION
POLICY ACKNOWLEDGMENT FORM**

The following is the E-Mail/Internet/Electronic Communication Policy for the County of Iosco.

The electronic communications system is to be used by employees conducting the County's business. Employees are not to access a file or retrieve any stored communication other than as authorized in the performance of the employee's duties. The County discloses that it reserves and may, from time to time, exercise its right to review, audit, intercept, access and/or disclose all matters contained in the County of Iosco system at any time, with or without notice to an employee. Access by the employer may occur at any time during or after work hours. An employee's use of a password or code will not restrict the right to access electronic communications by the County of Iosco.

All employees are notified that any communication or information placed in the County's system is not private and is subject to interception and/or receipt by any other employee of the County of the County's administration. All employees are also notified that any violation of the Electronic Communications Policy of the County may subject the employee to disciplinary action, up to and including, discharge from employment.

The County of Iosco reserves the right to change or amend its Electronic Communications Policy at any time with or without notice.

The following employee, by his/her signature, indicates that the Electronic Communications Policy was read and understood.

This notice is acknowledged by the employee.

Dated: _____

Employee
Signature _____

IOSCO COUNTY ACCEPTABLE USE POLICY

Iosco County hereafter referred to as IC has the right, but not the duty to monitor any, and all aspects of the computer systems, including employee email and Internet usage, to ensure compliance with this policy. The computers and computer accounts given to employees are to assist them in the performance of their jobs. Employees should not have the expectation of privacy in anything they create, send, or receive on the computer. The computer resources belong to IC and may be used for business purposes only.

The term "users" as referenced in this policy, refers to all employees, independent contractors, and other persons or entities accessing or using IC's computer and telecommunication resources and services.

The following general policy, rules, and conditions apply to all users of computer resources and services, wherever the users are located. However, on occasion the Data Processing/IS staff may be required to perform duties that may be in contradiction to these rules. Examples of these duties may include, but not be limited to, altering user passwords, logging in as a general user, or modifying user files.

COMPUTER USERS ARE GOVERNED BY THE FOLLOWING PROVISIONS, WHICH APPLY TO ALL USERS OF COMPUTER RESOURCES AND SERVICES.

- 1. Computer resources and services include: host computers, file servers, workstations, standalone PC's, laptops, printers, software, and internal and external communications networks (internet, commercial on-line services, bulletin board systems, and email systems) that are accessed directly or indirectly from IC's computer facilities.**
- 2. Users must respect the legal protection provided by copyrights and licenses to programs, data, and images.**
- 3. The electronic communication resources shall be used in a manner consistent with the public service, research, and administrative objectives of IC.**
- 4. Users shall respect the integrity of the electronic communication system. For example, users shall not intentionally damage or alter software and/or other components of the system, such as installing additional peripherals.**
- 5. Users shall respect the privacy of other users. For example, users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or represent themselves as other users.**
- 6. Fraudulent, harassing, embarrassing, indecent, profane, obscene, intimidating, or other unlawful and inappropriate material may not be sent by email or other form of electronic communication or display on or stored in IC's computers. Users encountering or receiving such material should immediately report the incident to their supervisor.**
- 7. Users shall respect the rights of others. Users must comply with all IC policies regarding sexual, racial, and other forms of harassment or discrimination.**

8. **Users should use the same care in drafting email and other electronic documents as they would for any other written communication. Anything created on the computer may, and likely will be reviewed by others.**
9. **Users may not install software onto their individual computers or the network without first receiving expressed authorization to do so from the IS staff. Impromptu "audits" may be performed on individual PC's to ensure compliance with this policy.**
10. **Users shall not forward email to any other person or entity without the expressed permission of the sender.**
11. **Users should not alter or copy a file belonging to another user without first obtaining permission from the owner of the file. The ability to read, alter, or copy a file belonging to another user does not imply permission to read, alter, or copy that file.**
12. **Users are responsible for safeguarding their passwords for the system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords.**
13. **A user's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.**
14. **Ethical and legal standards that apply to use of electronic communication technology are based on standards that apply to the use of any shared resource. IC electronic communication systems are not to be used in any way that violates legal, ethical, or professional standards.**
15. **Staff members are required to sign in a Confidentiality Statement (attached) which prohibits disclosure of client or departmental information obtained from written or electronic sources.**
16. **Information from external sources, such as the internet, may be downloaded, distributed, or posted only with prior approval of the users' Department Head or the IS staff. Approval may be issued for employees covering a period of time, as deemed appropriate by the users' department head or the IS staff.**
17. **IC is not responsible for the actions of individual users.**
18. **The IS staff discourages the use of storing information only on diskettes. Any diskette created on a non-IC computer should be checked for the presence of viruses, or by the IS staff prior to loading onto your IC computer.**
19. **Unacceptable use of IC's electronic communication systems or violations of these regulations may result in loss of access to IC's electronic communication resources, or other disciplinary or legal actions.**

IOSCO COUNTY POLICY ON USE OF PC SOFTWARE

Iosco County licenses the use of copies of computer software from a variety of outside vendors. IC does not own the copyright to this software or its related documentation. A single backup copy can be made in some cases. More copies can be made with express permission of the copyright holder. IC does not have the right to copy software on more than one PC, unless there is one license for each personal PC.

With regard to software usage on a local area network (LAN), IC shall use the software only in accordance with license agreements. This implies that software installed and run on any LAN must follow the same rules as any other software, one license per machine, unless a special license agreement allows for more than one user of the software.

IC employees are not permitted to install their own copies of any software onto IC machines. IC employees are not permitted to copy software from IC PC's for home use, or use in any other company.

IC employees learning of any misuse of software or related documentation shall notify the IS staff. According to U.S. copyright law, unauthorized reproduction of software is a Federal offense. Offenders can be subject to civil damages of as much as \$100,000 per title copied, and criminal penalties, including fines (up to \$250,000 per work copied) and imprisonment (up to 5 years per title copied).

Any IC employee who knowingly makes, acquires, or uses unauthorized copies of computer software licensed to IC, or who places or uses unauthorized software on IC premises or equipment shall be subject to disciplinary action.

IC does not condone and specifically forbids the unauthorized duplication of software.

IOSCO COUNTY COMPUTER POLICY SIGNATURE FORM

In order to be compliant with Iosco County Computer Policies, all employees are required to sign and return this signature form before using any IC computer equipment.

I have received and read the following Iosco County Policies

- 1. Acceptable Use Policy
- 2. Use of PC Software Policy

I am fully aware of the Acceptable Use Policy and the Use of PC Software Policy of Iosco County and agree to uphold these policies.

Signature

Date

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: EMPLOYEE SOLICITATIONS

STATEMENT OF POLICY

The purpose of this policy is to define the guidelines for soliciting County employees on County property, during working hours.

It is the policy of the County to prohibit the solicitation on its premises by non-employees and to permit solicitation by employees only as outlined below:

- 1. The county limits solicitation and distribution on its premises because those activities can interfere with its normal operations, reduce employee efficiency, annoy customers, and pose a threat to security.**
- 2. Employees will be subject to disciplinary action for violating this policy, unless pre-approved by the Department Head.**
- 3. Individuals not employed by the County are prohibited from soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services for personal or non-business use (except by representatives of suppliers properly identified to the Department Head), or engaging in any other solicitation, distribution, or similar activity on County premises.**
- 4. The County may authorize a limited number of fund drives by employees on behalf of charitable organizations. Employees are encouraged to volunteer to assist in these drives, but their participation is entirely voluntary.**
- 5. The following restrictions apply when employees engage in permitted solicitation or distribution of literature for any group or organization, including charitable organizations:**
 - a) The sale of merchandise or services is prohibited on County premises.**
 - b) Soliciting and distributing literature during the working time of the employee doing the soliciting or the employee being solicited is prohibited. The term “working time” does not include an employee’s authorized lunch or rest periods or other time when the employee is not required to be working.**
 - c) Distribution of literature is prohibited in work areas at all times.**
 - d) Distributing literature in a way that causes litter on County property is prohibited.**

COUNTY OF IOSCO

PERSONNEL POLICY

POLICY SUBJECT: TRANSITION POLICIES

STATEMENT OF POLICY

It is the intent of these policies that no individual shall incur a reduction in benefits or a gain in benefits that do not apply generally to all employees covered by these policies.

COUNTY OF IOSCO

PERSONNEL POLICY

ACKNOWLEDGMENT

I hereby acknowledge that I have received one copy of the County of Iosco Personnel Policy and agree to read and study its contents. I understand that, subject to the terms of any written, individual employment agreement between the County, and I the contents of this Policy govern the terms and conditions of my employment.

I also understand that, with the exception of such written, individual employment agreements, this Policy supersedes all previous policies, oral or written representations, policies and procedures, and may be amended from time to time at the sole discretion of the County.

In addition, and subject to the terms of any such written, individual employment agreements, all fringe benefits that I receive as a result of my employment may be modified by the County, and do not vest by reason of employment or otherwise. All employment benefits are subject to the terms and conditions of the applicable insurance policies and/or plan documents.

Employee Signature

Date

Employee Name (Print)