

CHIEF JUDGE OF THE 23RD CIRCUIT COURT
CHIEF JUDGE OF THE IOSCO COUNTY PROBATE COURT
-and-
INTERNATIONAL CHEMICAL WORKERS, LOCAL 1044-C

SETTLEMENT AGREEMENT

IT IS HEREBY AGREED by and between the Chief Judge of the 23rd Judicial Circuit Court and the Chief Judge of the Iosco County Probate Court ("the Employer") and the International Chemical Workers Union Council/United Food and Commercial Union AFL-CIO-CLC, and its Local 1044-C ("the Union") that, in tentative settlement of all outstanding issues under negotiation, the parties' negotiation teams agree to the following settlement, and agree to recommend ratification, as follows:

1. The parties' agree to extend their existing collective bargaining agreement in the manner attached hereto so as to be effective from January 1, 2010, to and including, December 31, 2011.
2. The Union will notify the Employer when it has ratified the Agreement.

Dated: October 25, 2010

THE UNION

William Balcer, Jr.
Damaree [Signature]
J.E. [Signature]
ICW UCFW

THE EMPLOYER

[Signature]
Phil [Signature]
CHIEF CIRCUIT JUDGE

AGREEMENT

**CHIEF JUDGE OF THE
23rd JUDICIAL CIRCUIT COURT**

and

**CHIEF JUDGE OF THE
IOSCO COUNTY PROBATE COURT**

and

**THE INTERNATIONAL CHEMICAL
WORKERS UNION COUNCIL/
UNITED FOOD AND COMMERCIAL
UNION AFL-CIO-CLC, and its
LOCAL 1044-C**

**Effective January 1, 2008 2010
Expires December 31, 2009 2011**

TABLE OF CONTENTS

	<u>PAGE</u>
Preamble	1
Article I, Recognition	1
Article II, Union Membership	2
Article III, Management Rights	3
Article IV, Representation	4
Article V, Non-Discrimination	5
Article VI, Grievance Procedure	5
Article VII, Seniority	6
Article VIII, Leaves of Absence	8
Article IX, Hours of Work	10
Article X, Pay Periods	10
Article XI, Overtime	10
Article XII, Vacation	10
Article XIII, Personal Days	12
Article XIV, Holidays	12
Article XV, Life Insurance	13
Article XVI, Pension	13
Article XVII, Hospitalization and Dental Insurance	13
Article XVIII, Sick Days	14
Article XIX, Longevity	15
Article XX, Funeral/Memorial Service Leave	15
Article XXI, Jury and Witness Duty	15

Article XXII, Wages	16
Article XXIII, Job-Related Courses	16
Article XXIV, Mileage	16
Article XXV, Bulletin Boards	16
Article XXVI, Discipline and Discharge	17
Article XXVII, General	17
Article XXVIII, Separability and Savings	18
Article XXIX, Scope of Agreement	18
Article XXX, Duration of Agreement	18
Appendix A, Wages	20
Appendix B, Friend of the Court and Court Employees Who Work Principally in Oscoda County	22
Appendix C, Iosco County Health, Dental and Optical Insurance	31
Appendix D, Friend of the Court and Court Employees Who Work Principally in Arenac County	36
Appendix E, Court Reporter Headquartered in Arenac County	43
Appendix E-1, Court Recorder Headquartered in Iosco County	44
Appendix F, Friend of the Court and Court Employees Who Work Principally in Alcona County	48

PREAMBLE

THIS AGREEMENT is entered into the ____ day of _____, 2008 2011 between the CHIEF JUDGE OF THE 23rd JUDICIAL CIRCUIT, the CHIEF JUDGE OF THE IOSCO COUNTY PROBATE COURT (hereinafter referred to as "the Employers") and the INTERNATIONAL CHEMICAL WORKERS UNION COUNCIL/UNITED FOOD & COMMERCIAL WORKERS UNION, AFL-CIO-CLC, and its LOCAL 1044-C (hereinafter referred to as "the Union"). The economic terms of this Agreement have been approved by the Alcona County Board of Commissioners, the Arenac County Board of Commissioners, the Iosco County Board of Commissioners and the Oscoda County Board of Commissioners.

WHEREAS, the parties recognize that the success of the Employers and the job security of their employees depend upon the Employers' success in producing a quality public service, it is the intent and purpose of this Agreement to promote harmonious relations between the management and employees of the Employers; to encourage mutual confidence through collective bargaining; to improve and promote the most efficient and productive operation of the Employers; to establish rates of pay, hours of work and employment conditions; and to set up procedures for the prompt, equitable adjustment of grievances; all to the end that there shall be no interruption or impeding of work, work stoppages, strikes, lockouts, or other interferences with production or the efficiency of operations during the life of this Agreement.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

The Employers recognize the Union as the exclusive bargaining representative for the purposes of collective bargaining in respect to wages, hours and other terms and conditions of employment, for all full-time and regular part-time employees contained in the units certified in Michigan Employment Relations Commission (MERC) Case Nos. R96 G-123, R96 H-136, R96 H-162, and R99 G-85, and all full-time and regular part-time employees encompassed within Appendix D (Friend of the Court employees who work principally in Arenac County), Appendix E-1 (Court Reporter headquartered in Arenac County), Appendix E-2 (Court Recorder headquartered in Iosco County) and Appendix F (Friend of the Court employees who work principally in Alcona County).

Unless otherwise indicated, the term "employee," when used in this Agreement, will refer to all employees in the unit for bargaining as defined above.

The masculine pronoun, whenever used herein, includes feminine and singular includes the plural, unless the context clearly indicated otherwise.

ARTICLE II - UNION MEMBERSHIP

- A. The Employers agree that all employees in the bargaining unit shall either be (a) members in good standing of the Union, or (b) if not members in good standing, shall pay the Representation fee set forth below.
- B. The Employers agree to deduct Union dues, assessments, or Union Representation fees from an employee's paychecks to become effective the first payday of the month following the employee's successful completion of the probationary period set forth herein. The Union dues or Representation fees shall be sent to the Union's designated officer.
- C. The Employers agree to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes the probation period of employment, as provided herein. This one-time deduction shall be made on the first payday of the month following the employee's successful completion of the probationary period. Upon completion of the probationary period, membership in the Union or compliance with payment of the Representation fee shall be a condition of continued employment. The Union shall notify any employee who has not paid his/her dues or Representation fee by certified mail, with a copy to the Employers. If that employee does not pay the dues or Representation fee within thirty (30) days after that notice is received, the Union shall notify that employee's Employer by certified mail of this omission.
- D. The Union agrees to defend, indemnify and save the Employers harmless against any and all claims, lawsuits or other forms of liability arising out of their deduction from an employee's pay or Union dues, assessments, or Representation fees and Initiation fee, or in reliance upon any list, notice, certification, or authorization furnished under this contract, or by the Employers 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.
- E. For current employees, the payments set forth above shall commence thirty (30) days following the final ratification of this Agreement.
- F. 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 Employers.
- G. All employees covered under this Agreement who do not choose membership in the Union shall have deducted from their wages a Representation fee upon receipt by the Employers of a signed authorization to do so. The Representation fee 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.

- H. The Employers 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 Employers are not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.
- I. The Employers' remittance shall be deemed correct if the Union does not give written notice to the Employers within thirty (30) calendar days after a remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.
- J. The Union shall provide at least thirty (30) days written notice to the Employers of the amount of Union dues and/or Representation fee to be deducted from the wages of the employee in accordance with this Section. Any changes in the amounts determined will also be provided to the Employers at least thirty (30) days prior to its implementation. New Check-Off Authorization Forms shall be submitted to the Employers in the event that an increase in the Union dues or Representation fee is made.
- K. All Check-Off Authorization Forms shall be filed with the Employers' designated representatives, who may return any incomplete or incorrectly completed form to the Union's designated Financial Officer, and no check-off shall be made until such deficiency is corrected.

ARTICLE III - MANAGEMENT RIGHTS

- A. Except as this Agreement otherwise specifically and expressly provides, the Employers, on their own behalf and on behalf of the public they serve, retain the sole and exclusive right to manage and operate all of their operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, are the right to hire, to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such service, to determine the size of the work force and to increase and decrease the number of employees retained, to establish classifications of work and the number of personnel required within each such classification, to determine the nature and number of facilities and departments to be operated and their locations, to determine the location of work assignments, to adopt, modify, change, or alter their budget, to discontinue, combine or reorganize any or all parts of their operations, to determine the number of supervisors, to direct and control operations to maintain order and efficiency, to continue and maintain their operations as in the past, to study and use improved methods and equipment and outside assistance, either in or out of the Employers' facilities, including subcontracting, and in all respects to carry out the lawful, ordinary and customary functions of the judicial branch of the government. All such rights are vested exclusively in the Employers. Disputes under this subsection shall be subject to the Grievance Procedure established in this Agreement.

- B. Except as this Agreement otherwise specifically and expressly provides, the Employers shall also have the right to promote, demote, assign, transfer, lay off and recall personnel, to establish reasonable work rules and fix and determine penalties for violations of such rules, to suspend, discipline and discharge employees for just cause, to make judgments as to ability and skill, to determine work load, to establish and change work schedules and hours, and to provide and assign relief personnel provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and as such they shall be subject to the Grievance and Mediation Procedures established herein. As used in this Section, "just cause" shall include, but not be limited to, conviction of a felony, conviction of any crime involving theft, dishonesty, or moral turpitude, and the illegal use or possession of a controlled substance.
- C. The parties recognize the Constitutional, statutory and inherent powers of the Employers to manage their affairs, to administer justice and to run the business of the Courts. They further recognize the necessity that a Judge be able to maintain confidence in all employees on the staff or those closely associated with the Judge.
- D. The Union hereby agrees that the Employers retain the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.
- E. The Employers retain the right to establish reasonable work rules.
- F. Notwithstanding any other provisions in the contract, the Employers reserve all statutorily created responsibilities and privileges.

ARTICLE IV - REPRESENTATION

Employees within the bargaining unit shall be represented by the President, Vice President and one (1) Steward. These three (3) employees will serve as the Union Committee.

A Union Committee member, or a Steward, during working hours, but not to exceed a total of 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 Employers upon receiving permission from the Chief Judge, who may, in his discretion, authorize additional time for such purposes. 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.

The Employers will not recognize any member of the Committee until his/her name and position have been certified, in writing, by the Union to the Employers.

It is agreed that no Union official shall have access to, or enter the Employers' premises without the prior permission of the Employers through their designated representatives. The Employers may also limit the area to which Union officials have access when said permission is granted.

No member of the committee shall have any authority to take strike action, or any other action interrupting the Employers' business. The Employers shall have the absolute authority to impose discipline, up to and including discharge, upon any member of the Committee, or other Employee who has engaged in, caused or encouraged a slowdown, work stoppage, or strike, and such action shall not be subject to the Grievance Procedure provision of this Agreement.

In the exercise of their discretion, the Employers may allow committee members a leave of absence for the purpose of attending Union functions (convention, training seminars or educational) or assisting the International Union in a full time or part time capacity at no loss of seniority or benefits.

ARTICLE V - NON-DISCRIMINATION

The Employers and the Union reaffirm, by this Agreement, their commitment to not discriminate on the basis of sex, age, race, creed, color, religion, national origin, height, weight, marital status or disability/handicap, not related to ability to perform the job.

After consultation with the Union, the Employers shall have the right to take all action necessary to comply with the Americans With Disabilities Act.

All references to "he/she," "his/her," or "him/her" in this Agreement shall refer to both males and females.

ARTICLE VI - GRIEVANCE PROCEDURE

A grievance is defined as an alleged violation of a specific article and section of this Agreement. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Any claim or complaint for which there is another specific remedial procedure or forum established by law or by regulation having the force of law shall not be the basis of any grievance filed under the procedures as outlined in this Article.

Step One: A written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employees involved, shall state the facts giving rise to the grievance, shall identify, by appropriate reference, all the provisions of this Agreement alleged to be violated, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee and the steward. The grievance shall be filed with the Probate Judge (or his designee) if the grievance involves matters for which he is responsible, or with the Chief Judge of the Circuit Court (or his designee) if the grievance involves matters for which he is responsible. The Judge shall forward a copy of the grievance to the applicable County Board of Commissioners.

The grievance response shall be rendered, in writing, no later than thirty (30) working days after receipt of the written grievance.

Step Two: If the grievance is not resolved in Step One, the Union may, within five (5) working days after the receipt of the answer in Step One, request, in writing, mediation of the grievance under the auspices of the Michigan Employment Relations Commission. Should mediation not result in a resolution of the grievance, the Step One response shall be final and binding.

_____ All grievances must be filed, in writing, within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next step by the employee or the Union within the time limit in that step, shall be deemed abandoned. If the Employer does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next step of the Grievance Procedure. Time limits may be extended by the Employer and Union, in writing; then the new date shall prevail.

_____ The Employers shall not be required to pay back wages prior to the date a written grievance is filed.

- A. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his/her regular rate, less any unemployment or other compensation that he/she may have received from any source during the period of backpay.
- B. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Workdays, for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday and Friday, excluding observed holidays.

The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his/her rights hereunder will be pursuant to the Grievance Procedure.

ARTICLE VII - SENIORITY

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 last hire date. Length of service for employees hired on the same date shall be determined by alphabetical order of surnames.

It is understood that employees are subject to a probationary period of ninety (90) calendar days of regular employment, during which time the Employer shall have the sole right to discharge,

discipline, transfer, demote or layoff said employees at will, without regard to the provisions of this Agreement, and no grievance shall arise therefrom.

The probationary period may be extended one (1) time by the Employer for up to forty-five (45) additional calendar days. Said extension must be given in writing to the employee and the Union before the end of the initial ninety (90) day probationary period. If the Employer fails to notify the employee and the Union in writing on or before the end of the initial ninety (90) day probationary period, the probationary period of employment shall cease.

When an employee finishes the probationary period, he/she shall be entered on the service list of the unit and his/her length of service shall date from his/her last date of hire.

Within thirty (30) days after the signing of this Agreement, each Employer and the Union will initial an up-to-date seniority list.

An employee shall be terminated and lose his/her service rights if he/she:

- A. Quits.
- B. Is discharged, and such discharge is not reversed through the grievance procedure.
- C. Is laid off for a period equal to the time of employment or one (1) year whichever is less.
- D. Fails to report for work within five (5) days of recall from layoff.
- E. Is off due to a leave of absence for a period in excess of that allowed under the Leave of Absence Article of this contract.
- F. Is absent without a reasonable excuse acceptable to the Employer for three (3) consecutive working days, and without notice to the Employer of such excuse within the three (3) days.
- G. Fails to return from a leave of absence, vacation or sick leave, except for mitigating circumstances upon three (3) workdays notification by employee.
- H. Retires.

It shall be the responsibility of each employee to notify the Employers of any change of name, address, marital status, dependents or telephone number. This information, as it appears in the Employers' records, shall be conclusive when used in connection with layoffs, recalls or other notices to employees.

In the event that the Employer determines to layoff employees for greater than one (1) week, then employees will be laid off by geographical location where the employee is principally employed

(i.e. Harrisville, Mio, Standish, or Tawas City), and by job classification in reverse order of seniority. Ties in seniority will be broken by alphabetical order of surnames.

An employee shall be recalled only to the job classification from which he was laid off, and recall shall be in the reverse order of layoff.

Notices of vacancies in positions within the bargaining unit will be posed for a period of ten (10) days. Any bargaining unit employee who has completed his probationary period may apply for the vacancy in writing before the end of the posting period. While such employees will be considered for the vacancy, the Employer reserves the right to ~~consider~~ applicants who are not members of the bargaining unit.

Any member of the bargaining unit who is awarded such a vacancy may, at his option or at the option of the Employer, be immediately returned to his immediately former position. This option may be exercised only within the first thirty (30) days of employment in the new position, or until the employee's immediately former position is filled, whichever occurs first.

ARTICLE VIII - LEAVES OF ABSENCE

Family and Medical Leave Act (FMLA) - In accordance with the Family and Medical Leave Act (FMLA), the Employers will grant a leave of absence for one or more of the following:

- A. Because of the birth of a son or daughter of the employee, and in order to care for such son or daughter;
- B. Because of the placement of a son or daughter with the employee for adoption or foster care;
- C. To care for the employee's spouse, son or daughter, or parent who has a serious health condition; or
- D. The employee is unable to perform the essential job functions because of a serious health condition.

FMLA leaves are only available to employees who have been employed by the Employer for at least twelve (12) months and have worked 1,250 hours during the previous twelve (12) month period.

Such leaves are counted against an employee's annual FMLA leave entitlement. Under the FMLA, an employee is eligible for a total of twelve (12) workweeks of leave in a twelve (12) month period. This twelve (12) month period is measured back from the date the employee uses any FMLA leave. 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 an FMLA leave must provide the Employer 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 (a) or (b) above is granted, the leave must be taken in one, (1) continuous increment, and must be concluded within twelve (12) months of the date of birth or placement. When an FMLA leave denoted as (a) or (b) above is granted, the employee must utilize accumulated vacation and personal days, in that order. When an FMLA leave denoted as (c) or (d) above is granted, the employee must utilize accumulated sick leave, vacation and personal days in that order.

Leaves denoted as (c) or (d) above must be supported by medical certification from a health care provider stating (1) the date on which he serious health condition commenced, (2) the probable duration of the condition, (3) the appropriate medical facts, and (4) 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 Employer reserves the right to require the employee to obtain the opinion of a second health care provider designated or approved by the Employer concerning any information within the medical certification.

The Employer may require an employee to report periodically upon his or her status and intent to return to work.

At the expiration of a medical leave or if the employee wishes to return to work before completion of the leave, there must be a physician's certification confirming his/her fitness to return to work. The Employer may delay the return to work until the certification is provided. The Employer may require a returning employee to be examined by the health care professional(s) of the Employer's choice. The Employer may also require, at the employee's expense, periodic reports from his or her physician while he or she is on leave.

The Employer will continue to provide an employee's medical insurance while he/she is on an FMLA leave for a period of up to twelve (12) weeks on the same terms and conditions as prior to the leave.

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

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

- A. The employee fails to return to work for at 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.

An employee returning from a FMLA leave will be restored to the position he/she left, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Military Leaves - Leaves for active military service or reserve training will be granted in accordance with applicable law.

ARTICLE IX - HOURS OF WORK

The normal workday for full-time employees shall be between the hours of 8:00 a.m. and 5:00 p.m. This is not a guarantee of any number of hours of work in any particular period, and these hours may be altered by the Employer on an "as-needed" basis.

Each employee working at least seven (7) hours in a day is entitled to a fifteen (15) minute, paid, uninterrupted break in the morning, a second such break in the afternoon, and a one (1) hour, unpaid lunch break. These breaks are to be scheduled by the Employer.

ARTICLE X - PAY PERIODS

All regular employees covered by this Agreement shall be paid in full bi-weekly.

Each employee shall be provided with his/her earnings and all deductions made at the request of the individual employee.

The Employer shall have the right to deduct any monies owed by an employee to the Employer, out of the employee's final paycheck.

ARTICLE XI - OVERTIME

An employee paid on an hourly basis will be paid at time and one-half (1-1/2) his regular hourly rate for all hours worked in excess of forty (40) hours in a workweek. Employees paid on a salaried basis who work over forty (40) hours in a workweek shall receive "comp time" equal to those hours worked over forty (40). This "comp time" shall be taken whenever possible by the employee, with agreement by the Employer. Accumulated compensatory time shall not exceed fifteen (15) hours, and must be used within six (6) months of the time it is earned, or the time is lost and the employee will not be compensated.

Employees with in excess of fifteen (15) accumulated compensatory time hours as of the date of this Agreement shall have their accumulated compensatory time hours frozen, or may, at their option, be paid at straight-time for the hours in excess of fifteen (15).

ARTICLE XII - VACATION

- 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 anniversary date after completing one (1) year of employment.

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

Hours Worked Per Year	After 1 Year	2-5 Years	6-10 Years
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 up to twenty-five (25) vacation days.

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

D. Recognized 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 Supervisor 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. Days in excess of five (5) per year may be sold back to the Employer, with mutual consent of the employee and the Employer. However, no employee shall take more vacation leave than has been accumulated.

G. In the event an employee becomes disabled on vacation and provides documentation from his doctor verifying the number of days sick, his vacation shall be rescheduled to the extent of the number of days of illness, and he may use accumulated sick days, if any, to the extent of the number of days of illness.

- H. Upon voluntary/involuntary separation, death and/or retirement after five (5) years of service, an employee (employee's estate in the event of death) shall be paid for all accrued but unused vacation credits up to the maximum of the thirty (30) days, up to 240 hours, at the employee's final average pay (5-year final average).
- I. Scheduling of vacations must be submitted no sooner than January 2 for that calendar year. Employees desiring seniority consideration are to submit in writing vacation requests between January 2nd and March 1st. Seniority will prevail during this three-month period. Vacation requests submitted after March 1st will be on a first-come, first-serve basis. Vacation requests must be acted upon by the Department Head and/or Elected Official within two (2) working days after submission of requests.
- J. Employees working in the same division/job description shall alternate HOLIDAY VACATIONS, i.e., Thanksgiving, Christmas and New Year's. If the employee entitled to the holiday does not desire to exercise his/her entitlement to that holiday, then, the entitlement shall extend to the employee next in line.

ARTICLE XIII - PERSONAL DAYS

After completion of the probationary period, each full-time employee shall be granted three (3) personal days which may be taken in one (1) hour increments with the approval of his supervisor. These days are to be used within an 18-month period and may not be accumulated and used for an additional vacation week.

ARTICLE XIV - HOLIDAYS

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

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

- B. Should the Courts and the Friend of the Court schedule the offices to be closed for observance of any other holiday not mentioned above, then such day will become a paid holiday for the bargaining unit employees.
- 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. Employees who work on a holiday shall receive pay at one and one-half (1-1/2) 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 Supervisor.

ARTICLE XV - LIFE INSURANCE

- A. The Employers will provide Twenty Thousand and no/100 Dollars (\$20,000.00) 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 Employers 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 Employers 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 or other time limits, contained in the contracts between the Employers and the carrier. Any refunds on premiums paid by the Employers shall accrue to the Employers. The Employers 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.

ARTICLE XVI - PENSION

The MERS B-3 Plan will be provided, with the employees contributing 2.00% of payroll to the F-50, F-55, and V-8 Riders.

ARTICLE XVII - HOSPITALIZATION AND DENTAL INSURANCE

- A. The Employers shall provide all full-time employees covered under this Agreement and their families with Blue Cross-Blue Shield Community Blue PPO Option 2 (as attached hereto as Appendix C, excluding "Optional Riders"), (includes Chiropractic) \$10.00 Generic, \$40.00 Brand Rx, MOPD, \$10.00 Office Visit. This change shall be made as

soon as practicable after ratification of this Agreement. A full-time employee eligible for the above coverage who has similar coverage available through a spouse employed by an employer other than one of the Employers, and who does not elect to participate in the above plan, shall receive in lieu thereof the sum of \$1,000.00 per premium coverage year. The election may be made each coverage year during the enrollment period.

- B. All regular part-time employees may, at their option, purchase Blue Cross-Blue Shield or its equivalent through the Employers' plan at cost.
- C. Notwithstanding any provision of this section, the Employers shall have the right to secure alternative, equivalent coverage from another insurance carrier, or to self-insure, in lieu of the coverage specified above. At least four (4) weeks before putting such equivalent coverage into effect, the Employers will notify the Union of the equivalent coverage and will provide a written summary regarding such coverage and will, upon request, discuss such coverage.
- D. 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 Employers and the carrier. Any refunds on premiums paid by the Employers shall accrue to the Employers. No claims dispute between the carrier and the employee shall be subject to the Grievance Procedure.
- E. 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 \$1000 or equivalent. One hundred (100%) of the cost of such plan shall be borne by the Employers.
- F. The Employers shall provide all full-time employees covered under this Agreement and their eligible dependents with Blue Care Vision.

ARTICLE XVIII - SICK DAYS

- A. A full-time 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 (12) days per year. Effective January 1, 2009, a full-time employee shall accumulate nine (9) days of sick leave per year.
- B. Sick leave shall be kept track of in terms of hours.
- C. Accumulation of sick days shall not exceed one hundred twenty (120) days. Effective January 1, 2009, all accumulated sick leave banks are frozen at current levels, with no further accumulation of sick days.

- 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 leave up to 420 hours at the employee's average salary rate over the preceding five (5) years of employment.
- E. One (1) hour of sick leave shall accumulate for every twenty-two (22) hours worked (including holidays) for regular part-time employees.
- F. Sick days may not be used for vacations but may be used for medical or dental appointments (immediate family/husband, wife, children). Not less than one (1) hour shall be used for these purposes on each occasion.
- G. Effective January 1, 2009, full-time employees shall be provided with a short-term disability insurance policy with weekly benefits equal to 60% of weekly earnings to a maximum benefit of \$600.00 per week for 25 weeks after an elimination period of 7 days for sickness or injury unless hospitalized, at which time the plan will pay benefits from the first day.

ARTICLE XIX - LONGEVITY

Longevity payments shall be in accordance with the Iosco County Personnel Policy as amended from time to time.

ARTICLE XX - FUNERAL/MEMORIAL SERVICE LEAVE

In the event of death in the immediate family, an employee shall be allowed three (3) days paid leave to attend the funeral or memorial service. The immediate family means wife, husband, child, brother, sister, father, mother, father-in-law, mother-in-law, step-children, grandparents, grandchildren, or permanent member of the employee's family. One (1) day paid leave will be allowed for the day of the funeral or memorial service 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 supervisor. In any case, total paid leave is not to exceed five (5) consecutive working days.

ARTICLE XXI - JURY AND WITNESS DUTY

The Employers 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.

ARTICLE XXII - WAGES

Wages are as shown in Appendix A, incorporated herein. Those members of the bargaining unit who are Certified Electronic Operators at the time this Agreement is ratified will be paid an additional \$0.40 per hour for any time that they are required to record Court proceedings. Prior approval from the Employer or the Court Administrator is required.

ARTICLE XXIII - JOB-RELATED COURSES

With the written consent of the employee's supervisor 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 completion of the course work, the employee will reimburse the Employer for the full amount paid by the Employer 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 paycheck(s). It is understood that any books or materials purchased by the Employer will remain the property of the Employer.

ARTICLE XXIV - MILEAGE

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

ARTICLE XXV - BULLETIN BOARDS

The Employers shall allow the Union to use two (2) bulletin boards for posting notices set forth below, except that additional notices may be posted by permission of the Employers. Notices shall be given to the Judges before posting.

Notices shall be restricted to the following types:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections, appointments, and results of Union elections pertaining to employees within this unit.
- C. Notices of Union meetings and educational classes.

The bulletin board shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever, and, among other things, shall not be used by the Union for posting or distributing pamphlets or political matter of any kind whatsoever or for advertising.

ARTICLE XXVI - DISCIPLINE AND DISCHARGE

Non-probationary employees will not be disciplined or discharged in the absence of just cause. "Just cause" shall include, but not be limited to, conviction of a felony, conviction of any crime involving theft, dishonesty, or moral turpitude, and the illegal use or possession of a controlled substance. Within one (1) business day following the disciplinary suspension or discharge of a non-probationary employee, the Employer shall send the employee a written statement as to the reasons for the action, and shall send a copy to the Local Union President.

The following indicates the normal steps of disciplinary action for non-probationary employees:

- A. Oral Warning - Note made on employee's personnel record.
- B. Written Reprimand - This is a formal reprimand with a copy going to the employee and a copy to the Union.
- C. Suspension - Formal written notice is given to the employee concerning the infraction indicating the length of the suspension. Normal suspension is for a 5 day work period but does not need to be 5 days.
- D. Removal or discharge.

The Employer may impose any level of discipline in accordance with the just cause standard.

Whenever possible, an employee who has been discharged or issued a disciplinary suspension will be allowed to discuss his discharge or suspension with a Union Representative before he is required to leave the property of the Employers, and the Employer will make available an area where this may be done in private. Upon request, the Employer will discuss the discharge or disciplinary suspension with the employee and the Union Representative, if practicable.

ARTICLE XXVII - GENERAL

The Employers may, at their discretion, require that employees submit to physical and mental tests by an Employer-appointed professional or facility when such tests and examinations are considered to be of value to the Employers in maintaining a capable workforce, employee health and safety, etc., provided, however, that the Employers will pay the cost of such tests and examinations. Refusal of the employee to submit to such tests will result in immediate termination.

The Employers may, at their discretion, require that an employee provide specific and detailed medical data from the employee's doctor stating the cause of the absence for any illness or injury which has resulted in lost work time.

ARTICLE XXVIII - SEPARABILITY AND SAVINGS

If any article or section of this Agreement, or any appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any appendix thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE XXIX - SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employers and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

This Agreement supersedes and cancels all previous agreements, verbal or written and alleged practices, and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party, unless executed in writing by the parties hereto.

ARTICLE XXX - DURATION OF AGREEMENT

The provisions of this Agreement shall be effective upon ratification by all parties. This Agreement shall continue and remain in full force and effect, to and including, December 31, ~~2009~~ **2010**, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to December 31, ~~2009~~ **2011**, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement. A notice of desire to modify, alter, amend, renegotiate, change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless, before that date, all subjects of amendment proposed by either party have been disposed of, by agreement or by withdrawal, by the party proposing amendment.

IN WITNESS WHEREOF, the Union and the Employers have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

INTERNATIONAL CHEMICAL WORKERS
UNION COUNCIL/UNITED FOOD &
COMMERCIAL WORKERS UNION, AFL-
CIO-CLC, and its LOCAL 1044-C

 ICWUC/
UFCW

Ronald M. Bergeron, Chief Judge
23rd Judicial Circuit Court

William F. Myles, Judge
23rd Circuit Court

John D. Hamilton, Chief Judge
Iosco County Probate Court

J:\GPK\WP\CBA\Iosco CBA 2010 REDLINED.wpd

APPENDIX A - WAGES

A. Effective January 1, 2008 ~~2010~~, wages shall be as follows:

**EMPLOYEES EMPLOYED PRINCIPALLY IN IOSCO COUNTY IN THE
CIRCUIT COURT, FRIEND OF THE COURT AND PROBATE COURT**

Level	Hire	6-Months	1-Year	2-Years	3-Years
0.5	\$11.79	\$12.22	\$12.56	\$13.26	\$14.00
01	\$12.24	\$12.65	\$13.02	\$13.79	\$14.60
02	\$12.98	\$13.39	\$13.81	\$14.72	\$15.43
03	\$13.79	\$14.27	\$14.75	\$15.64	\$16.57
3.5	\$14.26	\$14.73	\$15.22	\$16.18	\$17.15
04	\$14.71	\$15.18	\$15.67	\$16.71	\$17.72
4.5	\$15.16	\$15.69	\$16.22	\$17.26	\$18.32
05	\$15.64	\$16.15	\$16.75	\$17.80	\$18.89
06	\$16.64	\$17.29	\$17.87	\$19.04	\$20.18
07	\$17.80	\$18.45	\$19.10	\$20.35	\$21.58
08	\$19.04	\$19.69	\$20.95	\$21.73	\$23.09
09	\$20.34	\$21.45	\$21.77	\$23.27	\$24.72
10	\$21.73	\$22.53	\$23.30	\$24.91	\$26.49
11	\$23.25	\$24.14	\$24.98	\$26.68	\$28.40
12	\$24.91	\$25.82	\$26.76	\$28.51	\$30.42

~~Move Friend of the Court Receptionist position from Level 0.5 to Level 1 effective upon ratification of this Agreement. Move Enforcement Clerk position currently occupied by Amy Klus from Level 1 to Level 2 effective upon ratification of this Agreement.~~

B. ~~Effective January 1, 2009, wages shall be as follows:~~

**EMPLOYEES EMPLOYED PRINCIPALLY IN IOSCO COUNTY IN THE
CIRCUIT COURT, FRIEND OF THE COURT AND PROBATE COURT**

Level	Hire	6-Months	1-Year	2-Years	3-Years
0.5	\$12.03	\$12.46	\$12.81	\$13.53	\$14.28
01	\$12.48	\$12.90	\$13.28	\$14.07	\$14.89
02	\$13.24	\$13.66	\$14.09	\$15.01	\$15.74
03	\$14.07	\$14.56	\$15.05	\$15.95	\$16.90
3.5	\$14.55	\$15.02	\$15.52	\$16.50	\$17.49
04	\$15.00	\$15.48	\$15.98	\$17.04	\$18.07
4.5	\$15.46	\$16.00	\$16.54	\$17.61	\$18.69
05	\$15.95	\$16.47	\$17.09	\$18.16	\$19.27
06	\$16.97	\$17.64	\$18.23	\$19.42	\$20.58
07	\$18.16	\$18.82	\$19.48	\$20.76	\$22.01
08	\$19.42	\$20.08	\$21.37	\$22.16	\$23.55
09	\$20.75	\$21.88	\$22.21	\$23.74	\$25.21
10	\$22.16	\$22.98	\$23.77	\$25.41	\$27.02
11	\$23.72	\$24.62	\$25.48	\$27.21	\$28.97
12	\$25.41	\$26.34	\$27.30	\$29.08	\$31.03

C. The part-time employee rate will be based upon step increases 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	hire rate
910-1819	6-month rate
1820-3639	1-year rate
3640-5459	2-year rate
5460 hours or more	3-year rate

D. Specific positions may be reclassified from one pay grade to another with the approval of all the parties to this Agreement.

**APPENDIX B - FRIEND OF THE COURT AND COURT EMPLOYEES
WHO WORK PRINCIPALLY IN OSCODA COUNTY**

All provisions of the Master Agreement shall be applicable to employees within the bargaining unit who are employed principally in Oscoda County, with the exception of the following Articles: VIII through XXIV.

The following provisions shall be applicable only to those Court employees who are members of the bargaining unit, and who work principally in Oscoda County.

HOURS OF WORK

Section 1. Court Operations.

A. **Regular**

Workday: 8:30 a.m. - 4:30 p.m., 7 paid working hours, one hour off for lunch.

Workweek: Monday through Friday, 35 hours.

Salary Employees: Regular workday and workweek plus on-call 24 hours. At the discretion of the Judge, salaried employees may work a flexible work week to accommodate after hours programs.

B. **Emergency** - Due to the nature of court operations, hourly court employees may be required to work a flexible schedule based on a 40-hours per week from Sunday through Saturday.

Section 2. Attendance.

At the end of each week, each employee shall submit their days, times and hours worked, indicating the amount and type of leave time used and any other time off.

The Judge shall ensure that an Employee Attendance Record is maintained for each employee.

Section 3. Overtime.

A. **Definition.** Overtime is work time occurring in excess of forty (40) working hours in a workweek. In the discretion of the Judge, overtime is compensated either:

1. At the rate of time and one-half; or
2. By compensatory time-off during the respective pay period equivalent to the overtime worked.

B. Authorization.

1. No employee shall incur overtime unless authorized in writing in advance by the Judge.
2. Salary employees are not eligible for overtime.

Section 4. Pay Periods.

Pay checks will be paid bi-weekly on Friday. When a pay day falls on a holiday, checks will be provided on the last workday prior to the holiday. Salaries shall be paid on an annual basis apportioned over the calendar year regardless of the number of Fridays in any calendar year.

Section 5. Records.

- A. Personnel files shall be kept for each employee containing application for employment, attendance record, records of promotions, rate increases, leave, disciplinary actions, and other information pertinent to personnel administration.
- B. An employee's personnel file shall not contain medical reports, records, or examination results. Such information shall be kept in a separate file pursuant to the Americans With Disabilities Act.
- C. Access to Personnel Files- Access by the employee, the employer and third persons are governed by the Bullard-Plawecki Right to Know Act, MCL 423.501 et. seq.; MSA 17.62(1), et. seq.

EXPENSE REIMBURSEMENT

Section 1. Vouchers.

- A. Reimbursement requests shall be submitted monthly on voucher forms itemizing expenses. Vouchers should be turned in the last workday of each month in which the expense is incurred.
- B. Voucher forms available from the Judge must contain the following information:
 1. Date and time of departure from Mio and arrival at travel destination.
 2. Date and time of departure from travel point and arrival back in Mio.
 3. Purpose of trip.
 4. Total distance in miles driven in the employee's personal vehicle.
 5. Record of all meals, lodging and other expenses incurred on the trip.
 6. Record of participation in an educational program.

- C. Vouchers for reimbursement of expenses other than mileage must be accompanied by a receipt for each expense.
- D. No reimbursement for any expense shall be paid without prior approval of the Judge.

Section 2. Mileage.

A. County Vehicles -

- 1. Employees shall utilize County vehicles for Court business whenever possible and complete the mileage logs required by the Oscoda County Motor Pool.
- 2. There will be no-smoking in any County vehicles.

B. Personal Vehicle - Employees utilizing their own vehicle for Court business will be provided a mileage allowance at the rate authorized by the Oscoda County Board of Commissioners for County employees.

Mileage logs itemizing date, purpose, and miles traveled shall be attached to each request for reimbursement.

Section 3. Meals and Lodging.

Employees will be reimbursed for reasonable expenses for costs for meals and lodging while on approved out-of-court business at the travel reimbursement rates set by the Oscoda County Board of Commissioners.

No reimbursement for Court business which requires overnight travel expenses shall be allowed without prior approval of the Judge.

Section 4. Educational Programs.

Upon approval of the Judge prior to attendance, an employee may be provided tuition, mileage, meals and lodging expenses for attendance at an institute, conference, or educational program.

Upon approval of the Judge prior to attendance, employees may be reimbursed for any courses taken at an authorized educational facility which are related to Court work.

Section 5. Compensation for Time Worked Only.

Employees who are on travel/education status will be compensated for time worked only within the minimum of the regular hours for the Court. Time worked does not include lunch breaks, entertainment, and overnight lodging.

The Judge will determine time worked after consultation with the employee.

Section 6. Expense Advance.

Employees may request an expense advance from the Judge to cover anticipated travel/educational expenses. The employee is required to complete and submit a voucher upon return from the trip. The employee will be responsible to reimburse the Court for any expenditure which is disapproved after submission of a voucher.

Section 7. Payment.

Employees will be issued a separate check to cover expenses incurred.

BENEFITS

Section 1. Annual Leave.

- A. Every regular full-time employee shall be entitled to vacation with pay according to the following:

<u>Years of Employment</u>	<u>Days Earned</u>
0-1 Year	6 Days per Year
1-2 Years	9 Days per Year
2-3 Years	10 Days per Year
3-9 Years	12 Days per Year
9-15 Years	18 Days per Year
15-Years	24 Days per Year

- B. An employee may carryover vacation from one year to another up to a maximum accumulation of 30 days. Accumulated time over 30 days will be lost at the end of each calendar year.
- C. An employee may receive a maximum of thirty (30) days accumulated Annual Leave pay upon termination of employment.
- D. Advance pay may be granted if the vacation period will encompass a payday(s). Only the amount of pay due on payday(s) will be provided.
- E. Vacation leave may not be taken during the first six (6) months of employment.
- F. Vacation periods shall be scheduled through the Chief Judge in a manner that will provide for normal office operation.

Section 2. Sick Leave.

- A. Sick leave accrues at the rate of one (1) sick day per month. An employee may carryover sick leave up to a maximum accumulation of ninety (90) days. Effective January 1, 2009, all accumulated sick leave banks are frozen at current levels, with no further accumulation of such time. The employee will be annually paid for 50% of his/her unused sick time earned in that year.
- B. No pay in lieu of sick leave shall be granted.
- C. Sick leave may only be taken for sickness, injury, medical/dental appointments by the employee or where the presence of the employee is actually required by the sickness of a member of the employee's immediate family.
- D. Medical verification of absence and/or ability to return to employment may be requested at any time by the Judge.
- E. Employees on unpaid leave of absence do not earn sick leave.

Section 3. Holidays.

- A. Paid holidays for regular full-time employees are those set by the Michigan Supreme Court in MCR 8.110(F). In addition, employees shall receive Good Friday as a holiday in accordance with the Oscoda County Personnel Policy, as amended from time to time.
- B. To be eligible for any paid holiday, the employee must be a full-time employee at work or on authorized vacation or sick leave either the working day prior to or following a holiday.

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

Section 4. Parental Leave (Time off by either parent due to birth or adoption of a child).

Unpaid parental leave may be granted at the discretion of the Judge when office operation will not suffer as a result of a position being temporarily vacated. Parental leave shall not exceed six months.

When an employee has been granted a parental leave, benefits in effect at that time shall continue. Sick time and vacation time shall not be earned while on leave.

Section 5. Civil Leave.

An employee who is subpoenaed as a witness in court or who is called to serve on a jury may be granted paid leave for that period of time during which the employee is required to be away from employment. The employee shall receive the difference between the employee's wage and the amount received as a witness or juror.

Section 6. Military Leave.

The employer abides by the mandatory provisions of Federal and State laws regarding re-employment rights of veterans and in granting leaves of absence.

Section 7. Bereavement Leave.

Up to five (5) days leave may be granted for a death in the employee's immediate family and up to three (3) days for a death in the employee's extended family as follows:

<u>Immediate Family (5 Days)</u>	<u>Employee's Extended Family (3 Days)</u>
Spouse	Grandfather
Mother	Grandmother
Father	Mother-in-Law
Son	Father-in-Law
Daughter	Son-in-Law
Brother	Daughter-in-Law
Sister	Brother-in-Law
Grandson	Sister-in-Law
Granddaughter	Step-Parent
Step-Daughter	Step-Brother
Step-Son	Step-Sister
	Aunt
	Uncle

A written request must be made by the employee and will be kept in the employee's personnel file.

Section 8. Personal Leave

A leave of absence without pay may be granted an employee at the discretion of the Judge. The employee shall provide a written request for personal leave stating the reason for the leave of absence and the dates.

Section 9. Medical Leave.

Unpaid medical leave may be granted at the discretion of the Judge for a continuing medical need after the employee's sick time and vacation time have been exhausted. Unpaid medical leave may only be granted when office operation will not suffer as a result of a position being temporarily vacated. Medical leave shall not exceed one year.

When an employee has been granted a medical leave, benefits in effect at that time shall continue. Sick time and vacation time shall not be earned while on leave.

Section 10. Health Insurance.

- A. Group hospitalization, dental and optical insurance is available for full-time employees and their eligible dependents. Employee participation is voluntary. Employees electing to participate shall advise the Judge in writing.
- B. Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month at a date established by the insurance carrier.
- C. The health insurance provided shall be the BC/BS PPO Option 3, with a \$20 office visit, and \$10/60 Rx (reimbursed to \$20 on name-brand drugs), 2 x co-pay Mail Order, with reimbursement for co-pays and deductibles (excluding Rx and office calls) after the first \$300 (single) and \$600 (two-person and family) per year.
- D. Compensation in the amount of \$125.00 per month shall be paid in lieu of health insurance coverage for the employees who are eligible for health insurance from another source (including a spouse or parent employed by the County) but who elect not to take the insurance coverage through the County, provided they give proof of having obtained the other coverage.

Section 11. Worker's Compensation Insurance.

The employer shall provide Workers Disability Compensation Insurance as required by State law for full-time, part-time and irregular employees. When an injury incurs in the course of one's employment, the employee must report such injury immediately. While an employee is off work receiving Workers Disability Compensation benefits, his/her health insurance premiums shall be paid by the employer for up to 6 months. No other fringe benefits shall be paid for or accrue during this time.

Section 12. Retirement Benefits.

Retirement benefits for all employees who qualify under MCL 38.1503 are available through Municipal Employees Retirement System (MERS).

A. Benefit Plan.

1. B-3 covers all Court employees.
2. Employee payroll contribution 1%.

B. Past Service Credit. Effective May 15, 1992, an employee may purchase service credit for previous qualifying employment if each of the following conditions is satisfied:

1. Employee must have 10 years service with Oscoda County or the 23rd Circuit Court prior to purchase of past service credit.
2. Service credit being purchased must be "qualifying governmental service" recognized by MERS statutes.
3. Service credit being purchased cannot be used for the purpose of obtaining or increasing a benefit under another retirement system.
4. Military service credit purchased under this section must have been recognized by an "honorable" discharge from the military branch.
5. Employee must pay both the employer and the employee portion of purchase cost, as determined by MERS actuary.

Effective April 1, 2008, and consistent with the MERS Resolution for Defining a Day of Work or Hours per Month for MERS Purposes, a month of work shall consist of 130 hours.

Section 13. Longevity

Longevity payments shall be in accordance with the Oscoda County Personnel Policy, as amended from time to time.

Section 14. Disability Insurance

Effective January 1, 2009, full-time employees shall be provided with a short term disability insurance policy with weekly benefits equal to 66.67% of weekly earnings to a maximum benefit of \$650.00 per week for 13 weeks after an elimination period of 7 days for illness and 0 days for injury. In addition, full-time employees shall be provided with a long term disability insurance policy with weekly benefits equal to 66.67% of monthly earnings (paid on a weekly basis) to a maximum benefit of \$3000.00 per month after an elimination period of 90 days. Any sick days accumulated at the time this Agreement is ratified may be used during the elimination period, or to supplement disability insurance benefits so that, when coupled with the disability benefits, an employee may receive a total amount equal to 100% of wages.

WAGES

Those members of the bargaining unit who are Certified Electronic Operators at the time this Agreement is ratified will be paid an additional \$0.40 per hour for any time that they are required to record Court proceedings. Prior approval from the Employer or the Court Administrator is required.

EMPLOYEES EMPLOYED PRINCIPALLY IN OSCODA COUNTY IN THE CIRCUIT COURT AND FRIEND OF THE COURT

Effective January 1, 2008

JOB CLASSIFICATION	HIRE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Juvenile Register	\$11.87/Hr	\$12.05/Hr	\$12.44/Hr	\$13.01/Hr	\$13.57/Hr
Caseworker	\$22,705.00/Yr	\$23,045.00/Yr	\$23,391.00/Yr	\$24,094.00/Yr	\$24,815.00/Yr
Juvenile Officer	\$30,761.00/Yr	\$31,224.00/Yr	\$31,692.00/Yr	\$32,643.00/Yr	\$33,623.00/Yr
FOC Clerk	\$11.87/Hr	\$12.05/Hr	\$12.44/Hr	\$13.00/Hr	\$13.57/Hr
FOC Enforcement Officer/ Caseworker	\$14.13/Hr	\$14.60/Hr	\$15.08/Hr	\$16.08/Hr	\$17.07/Hr

Effective January 1, 2009 2010

JOB CLASSIFICATION	HIRE	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Juvenile Register	\$12.11/Hr	\$12.29/Hr	\$12.69/Hr	\$13.27/Hr	\$13.84/Hr
Caseworker	\$23,159.00/Yr	\$23,506.00/Yr	\$23,859.00/Yr	\$24,576.00/Yr	\$25,311.00/Yr
Juvenile Officer	\$31,376.00/Yr	\$31,848.00/Yr	\$32,326.00/Yr	\$33,296.00/Yr	\$34,295.00/Yr
FOC Clerk	\$12.11/Hr	\$12.29/Hr	\$12.69/Hr	\$13.26/Hr	\$13.84/Hr
FOC Enforcement Officer/ Caseworker	\$14.41/Hr	\$14.89/Hr	\$15.38/Hr	\$16.40/Hr	\$17.41/Hr

APPENDIX C

IOSCO COUNTY HEALTH, DENTAL AND OPTICAL INSURANCE



A nonprofit corporation and an Independent Licensee of the Blue Cross and Blue Shield Association

Community BlueSM PPO - Plan 2
Benefits-at-a-Glance for County of Iosco
Group # 01765/003

Effective 11/1/05

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

	In-Network	Out-of-Network
Preventive Care Services – *Payment for preventive services is limited to a combined maximum of \$500 per member per calendar year		
Health Maintenance Exam – includes chest X-ray, EKG and select lab procedures	Covered – 100%*, one per calendar year	Not covered
Gynecological Exam	Covered – 100%*, one per calendar year	Not covered
Pap Smear Screening – laboratory and pathology services	Covered – 100%*, one per calendar year	Not covered
Well-Baby and Child Care	Covered – 100%* • 6 visits, birth through 12 months • 6 visits, 13 months through 23 months • 2 visits, 24 months through 35 months • 2 visits, 36 months through 47 months • 1 visit per birth year, 48 months through age 15	Not covered
Immunizations	Covered – 100%*, up through age 16	Not covered
Fecal Occult Blood Screening	Covered – 100%*, one per calendar year	Not covered
Flexible Sigmoidoscopy Exam	Covered – 100%*, one per calendar year	Not covered
Prostate Specific Antigen (PSA) Screening	Covered – 100%*, one per calendar year	Not covered
Mammography		
Mammography Screening	Covered – 90% after deductible One per calendar year, no age restrictions	Covered – 70% after deductible
Physician Office Services		
Office Visits	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Outpatient and Home Visits	Covered – 90% after deductible	Covered – 70% after deductible, must be medically necessary
Office Consultations	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Urgent Care Visits	Covered – \$10 copay	Covered – 70% after deductible, must be medically necessary
Emergency Medical Care		
Hospital Emergency Room	Covered – \$50 copay, waived if admitted or for an accidental injury	Covered – \$50 copay, waived if admitted or for an accidental injury
Ambulance Services – medically necessary	Covered – 90% after deductible	Covered – 90% after deductible
Diagnostic Services		
Laboratory and Pathology Services	Covered – 90% after deductible	Covered – 70% after deductible
Diagnostic Tests and X-rays	Covered – 90% after deductible	Covered – 70% after deductible
Therapeutic Radiology	Covered – 90% after deductible	Covered – 70% after deductible
Maternity Services Provided by a Physician		
Prenatal and Postnatal Care	Covered – 100% Includes care provided by a certified nurse midwife	Covered – 70% after deductible
Delivery and Nursery Care	Covered – 90% after deductible Includes delivery provided by a certified nurse midwife	Covered – 70% after deductible
Hospital Care		
Semiprivate Room, Inpatient Physician Care, General Nursing Care, Hospital Services and Supplies Note: Nonemergency services must be rendered in a participating hospital	Covered – 90% after deductible Unlimited days	Covered – 70% after deductible
Inpatient Consultations	Covered – 90% after deductible	Covered – 70% after deductible
Chemotherapy	Covered – 90% after deductible	Covered – 70% after deductible
Alternatives to Hospital Care		
Skilled Nursing Care	Covered – 90% after deductible Up to 120 days per calendar year	Covered – 90% after deductible
Hospice Care	Covered – 100% Limited to dollar maximum which is adjusted periodically	Covered – 100%
Home Health Care	Covered – 90% after deductible Unlimited visits	Covered – 90% after deductible

In-Network

Out-of-Network

Surgical Services

Surgery – includes related surgical services	Covered – 90% after deductible	Covered – 70% after deductible
Voluntary Sterilization	Covered – 90% after deductible	Covered – 70% after deductible

Human Organ Transplants

Specified Organ Transplants – in designated facilities only, when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504)	Covered – 100%	Covered – in designated facilities only
	Up to \$1 million lifetime maximum per transplant type	
Bone Marrow – when coordinated through the BCBSM Human Organ Transplant Program (1-800-242-3504); specific criteria applies	Covered – 90% after deductible	Covered – 70% after deductible
Kidney, Cornea and Skin	Covered – 90% after deductible	Covered – 70% after deductible

Mental Health Care and Substance Abuse Treatment

Inpatient Mental Health Care	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days	
Inpatient Substance Abuse Treatment	Covered – 50% after deductible	Covered – 50% after deductible
	Unlimited days, up to \$15,000 annual, \$30,000 lifetime maximum	
Outpatient Mental Health Care		
• Facility and Clinic	Covered – 50% after deductible	Covered – 50% after deductible
• Physician's Office	Covered – 50%	Covered – 50% after deductible
Outpatient Substance Abuse Treatment – in approved facilities	Covered – 50% after deductible	Covered – 50% after deductible
	Up to the state-dollar amount which is adjusted annually	

Other Services

Outpatient Diabetes Management Program (ODMP)	Covered – 90% after deductible	Covered – 70% after deductible
Allergy Testing and Therapy	Covered – 100%	Covered – 70% after deductible
Chiropractic Spinal Manipulation **CBC-MT\$10	Covered – \$10 copay	Covered – 70% after deductible
	Up to 24 visits per calendar year	
Outpatient Physical, Speech and Occupational Therapy		
• Facility and Clinic	Covered – 90% after deductible	Covered – 90% after deductible
• Physician's Office – excludes speech and occupational therapy	Covered – 90% after deductible	Covered – 70% after deductible
	A combined 60-visit maximum per calendar year for physical therapy in the outpatient department of a hospital as well as in the physician's office	
Durable Medical Equipment	Covered – 90% after deductible	Covered – 90% after deductible
Prosthetic and Orthotic Appliances	Covered – 90% after deductible	Covered – 90% after deductible
Private Duty Nursing	Covered – 50% after deductible	Covered – 50% after deductible
Prescription Drugs	Not covered	Not covered

Deductible, Copays and Dollar Maximums

Note: If you receive care from a nonparticipating provider, even when referred, you may be billed for the difference between our approved amount and the provider's charge.

Deductible	\$100 per member, \$200 family per calendar year Note: Deductible waived if service is performed in a PPO physician's office.	\$250 per member, \$500 family per calendar year Note: Out-of-network deductible amounts also apply toward the in-network deductible.
Copays		
• Fixed Dollar Copays	\$10 for office visits and \$50 for emergency room visits	\$50 for emergency room visits
• Percent Copays	10% for general services, waived if service is performed in a PPO physician's office, and 50% for mental health care, substance abuse treatment and private duty nursing	30% for general services and 50% for mental health care, substance abuse treatment and private duty nursing Note: Services without a network are covered at the in-network level.
Copay Dollar Maximums		
• Fixed Dollar Copays	None	None
• Percent Copays – excludes mental health care, substance abuse treatment and private duty nursing copays	\$500 per member, \$1,000 family per calendar year.	\$1,500 per member, \$3,000 family per calendar year Note: Out-of-network copays also apply toward the in-network maximum.
Dollar Maximums	\$1 million lifetime per covered specified human organ transplant type and a separate \$5 million lifetime per member for all other covered services and as noted above for individual services	

** Added Rider

Rider CBC-MT, Copay Requirement for Manipulative Treatment	Imposes the same fixed dollar copay requirement for chiropractic and osteopathic manipulative treatment by a network provider as is required for all network physician office visits.
--	---



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Blue Preferred RxSM Prescription Drug Coverage w/\$10 Generic/\$40 Brand Name Copay

Benefits-at-a-Glance for County of Iosco
Group # 01765/003

Effective 11/01/05

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Network Pharmacy

Non-Network Pharmacy

Covered Services

	Network Pharmacy	Non-Network Pharmacy
Federal Legend Drugs	Covered -- 100% less plan copay	Covered -- 75% less plan copay
State-controlled Drugs	Covered -- 100% less plan copay	Covered -- 75% less plan copay
Disposable Needles and Syringes -- dispensed with insulin	Covered -- 100% less plan copay for insulin	Covered -- 75% less plan copay for insulin
Mail Order (Home Delivery) Prescription Drugs -- up to a 90-day supply of medication by mail from Medco	Covered -- 100% less plan copay	No coverage

Copays

	Network Pharmacy	Non-Network Pharmacy
Generic Drugs	\$10 for each generic drug	\$10 for each generic drug
Brand Name Drugs	\$40 for each brand name drug	\$40 for each brand name drug
Out-of-Network Copay	Copay not applicable	25% of the BCBSM approved amount for the drug plus applicable copay
Mail Order (Home Delivery) Prescription Drugs	\$10 for each generic drug; \$40 for each brand name drug	No coverage

Added Riders

Rider CI, Contraceptive Injections, Rider PCD, Prescription Contraceptive Devices and Rider PD-CM, Prescription Contraceptive Medications	<p>Adds coverage for contraceptive injections, physician-prescribed contraceptive devices such as diaphragms and IUDs, and federal legend oral or injectable contraceptive medications.</p> <p>Note: These riders are only available as a prescription drug package.</p> <p>Riders CI and PCD are part of your medical-surgical coverage and are subject to the same deductible and copay, if any, you pay for medical-surgical services. Rider PD-CM is part of your prescription drug coverage and is subject to the same copay you pay for prescription drugs.</p>
---	---

Note: A network pharmacy is a Preferred Rx pharmacy in Michigan or a MedImpact pharmacy outside Michigan.
A non-network pharmacy is a pharmacy NOT in the Preferred Rx or MedImpact networks.



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Blue Vision Care (A80) Coverage
Benefits-at-a-Glance for County of Iosco
Group # 01765/003

Effective 11/01/05

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield certificate and riders. Payment amounts are based on the Blue Cross Blue Shield approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

**Participating
Provider**

**Nonparticipating
Provider**

Vision Testing Examination

Eye Exam	Covered – \$5 copay	Covered – 75% after \$5 copay
	Once every 24 months	

Frames – Members may obtain either eyeglasses or contact lenses, but not both.

Frames	Covered – \$7.50 copay, combined with copay for lenses	Covered – Up to predetermined amount
	One frame every 24 months	

Lenses – Members may obtain either eyeglasses or contact lenses, but not both.

Standard Lenses, less than 65 mm in diameter	Covered – \$7.50 copay, combined with copay for frames	Covered – Up to predetermined amount
	One pair every 24 months	
Cosmetic Contact Lenses, not medically necessary	Covered – Up to a maximum payment of \$35, member responsible for difference	Covered – Up to predetermined amount
	One every 24 months	
Therapeutic Contact Lenses, medically necessary	Covered – \$7.50 copay	Covered – Up to predetermined amount
	One every 24 months	

Copays

• Eye exam	\$5 copay	\$5 copay
• Frames and/or lenses <u>or</u> therapeutic contact lenses	A combined \$7.50 copay	Member responsible for difference between approved amount and provider's charge



A nonprofit corporation and an independent licensee of the Blue Cross and Blue Shield Association

Traditional Plus Dental Coverage – Plan 3

Benefits-at-a-Glance for County of Iosco Group # 01765/003

Effective 11/01/05

This is intended as an easy-to-read summary. It is not a contract. Additional limitations and exclusions may apply to covered services. For an official description of benefits, please see the applicable Blue Cross Blue Shield of Michigan certificate and riders. Payment amounts are based on the Blue Cross Blue Shield of Michigan approved amount, less any applicable deductible and/or copay amounts required by the plan. This coverage is provided pursuant to a contract entered into in the state of Michigan and shall be construed under the jurisdiction and according to the laws of the state of Michigan.

Class I Services

Oral exams	Covered – 100%, twice per calendar year
A set (up to 4) of bitewing X-rays	Covered – 100%, twice per calendar year
Full-mouth and panoramic X-rays	Covered – 100%, once every 60 months
Prophylaxis (teeth cleaning)	Covered – 100%, twice per calendar year
Fluoride treatment	Covered – 100%, twice per calendar year
Space maintainers – missing posterior (back) primary teeth	Covered – 100%, once per quadrant per lifetime, up to age 19

Class II Services

Fillings – permanent teeth	Covered – 75%, once every 24 months
Fillings – primary teeth	Covered – 75%, once every 12 months
Onlays, crowns and veneer fillings – permanent teeth	Covered – 75%, once every 60 months, payable for members age 12 and older
Recementing of crowns, veneers, onlays and bridges	Covered – 75%, three times per calendar year after six months from original restoration
Oral surgery including extractions	Covered – 75%
Root canal treatment – permanent tooth	Covered – 75%, once every 12 months for tooth with one or more canals
Scaling and root planing	Covered – 75%, once every 24 months per quadrant
Occlusal adjustments	Covered – 75%, up to five times in a 60-month period
Occlusal biteguards	Covered – 75%, once every 12 months
General anesthesia or IV sedation	Covered – 75%, when medically necessary and performed with oral or dental surgery
Palliative (emergency) treatment	Covered – 75%
Adjustment of dentures	Covered – 75%, six months or more after it is delivered
Relining or rebasing of partials or complete dentures	Covered – 75%, once every 36 months per arch
Tissue conditioning	Covered – 75%, once every 36 months per arch
Repair and adjustments of partial or complete dentures	Covered – 75%

Class III Services

Removable dentures (complete and partial)	Covered – 50%
Bridges (fixed partial dentures)	Covered – 50%, once every 60 months after original was delivered

Class IV Services – Orthodontic services for dependents under age 19

Minor treatment for tooth guidance appliances	Covered – 50%
Minor treatment to control harmful habits	Covered – 50%
Interceptive and comprehensive orthodontic treatment	Covered – 50%
Post-treatment stabilization	Covered – 50%
Cephalometric film (skull) and diagnostic photos	Covered – 50%

Copays and Dollar Maximums

Copays	25% for class II services and 50% for class III and IV services
Dollar Maximums	
• Annual Maximum	\$1,000 per member for class I, II and III services
• Lifetime Maximum	\$1,000 per member for class IV services

Note: For non-urgent, complex or expensive dental treatment such as crowns, bridges or dentures, members should encourage their dentist to submit the claim to Blue Cross for predetermination *before* treatment begins. If you receive care from a nonparticipating dentist, you may be billed for the difference between our approved amount and the dentist's charge.

APPENDIX D
FRIEND OF THE COURT EMPLOYEES
WHO WORK PRINCIPALLY IN ARENAC COUNTY

This Appendix shall be applicable to the following job classifications:

Case Worker/Enforcement Officer
 Financial/Technical
 Clerical

All provisions of the Master Agreement shall be applicable to these employees, except as set forth below.

The Employer agrees to install a "Panic Button" in the office of the Friend of the Court in Standish.

Those members of the bargaining unit who are Certified Electronic Operators at the time this Agreement is ratified will be paid an additional \$0.40 per hour for any time that they are required to record Court proceedings. Prior approval from the Employer or the Court Administrator is required.

Effective September 24, 2008, hourly wage rates applicable to these positions are as follows:

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Case Worker/ Enforcement Officer	\$13.10	\$13.74	\$14.18	\$14.88	\$15.32	\$15.98	\$16.62
Financial/Technical	\$10.74	\$11.10	\$11.45	\$11.94	\$12.30	\$12.89	\$13.38
Clerical	\$9.52	\$9.95	\$10.46	\$11.25	\$11.62	\$11.98	\$12.36

Notwithstanding the foregoing, Janice Detmer's hourly wage rate, effective upon ratification of this Agreement by the Union, shall be \$15.36.

In lieu of retroactive pay, each employee will receive a one-time, off-schedule payment of \$500.00, less applicable deductions.

Effective January 1, 2009 2010, hourly rates applicable to these positions are as follows:

	Start	1 Year	2 Years	3 Years	4 Years	5 Years	6 Years
Case Worker/ Enforcement Officer	\$13.36	\$14.01	\$14.46	\$15.18	\$15.63	\$16.30	\$16.95
Financial/Technical	\$10.95	\$11.32	\$11.68	\$12.18	\$12.55	\$13.15	\$13.65
Clerical	\$9.71	\$10.15	\$10.67	\$11.48	\$11.85	\$12.22	\$12.61

Notwithstanding the foregoing, Janice Detmer's hourly wage rates, effective January 1, 2009 2010, shall be \$15.67.

The attached following provisions shall be applicable to the employees in these job classifications:

- Hospitalization and Insurance
- Pension
- Holidays
- Personal Days
- Paid Sick Leave
- Workweek
- Vacations
- Longevity

HOSPITALIZATION INSURANCE

Section 1. Health Insurance. Subject to Section 2 below, the Employer agrees to pay in full hospitalization (Blue Cross and Blue Shield) insurance for all regular full-time employees and their dependents, and the single subscriber premium for regular part-time employees.

As soon as possible after ratification of this Agreement by both parties, the Employer will offer to the employees at least three options for health care coverage, listed below. After initial enrollment, employees may change between the offered plan options once annually during the annual insurance open enrollment period.

Option 1: Blue Cross/Blue Shield Community Blue PPO Plan 1; Preferred RX \$10/\$20, MOPD 2X; \$15 Office Call; Blue Cross/Blue Shield Dental with Class 1-100%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Cross/Blue Shield Vision A 80 Plan 24/24/24, with 12 month lens and exam rider.

Option 2: Blue Cross/Blue Shield Community Blue PPO Plan 1; Preferred RX \$15/\$30, XED, MOPD 2x, \$20 OV; Blue Cross/Blue Shield Dental with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision/VSP 24/24/24.

Option 3: Blue Cross/Blue Shield Community Blue PPO Plan 10 (\$250/\$500 deductible with 10% co-insurance); Maximum \$500 Single/\$1,000 Family; Preferred RX \$15/\$30, MOPD 2x, PD-XED, \$20 Office Call; Blue Cross/Blue Shield Traditional Plus Dental with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision VSP Plan 24/24/24.

Option 4: Blue Cross/Blue Shield Option B Plan Blue HSA. \$1,000 (\$1,000/\$2,000 deductible with 20% co-insurance, \$1,000 maximum with Preventative Care Benefit, XVA, Preferred RX \$10/\$40, MOPD 2x, \$10/\$40 PD-XED, Step Therapy, Blue Cross/Blue Shield Traditional Plus Dental Plan 1 with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision/VSP 24/24/24.

1. If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross and Blue Shield payments to keep their coverage intact to the extent permitted by the insurance carrier.
2. An employee may also add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.

Section 2. Premiums. The Employer's monthly obligation under Section 1, Options 1, 2 and 3, of this Article are limited to \$335.00 for single coverage, \$655.00 for two-person coverage, and \$750.00 for family coverage. Effective November 1, 2008, these amounts will be increased to \$365.00 for single coverage, \$735.00 for two-person coverage, and \$835.00 for family coverage.

The Employer's obligation under Section 1, Option 4 of this Article 4 for payment for hospitalization, dental and optical insurance shall be the full cost of the premium for this plan minus the employee premium of \$38.46/single bi-weekly or \$76.92/two-person bi-weekly. The Employer shall pay any increases in the premium of this plan for the life of this Agreement. The Employer will also contribute a matching amount equal to the employees' share of the premium into an HSA account to be available to the employee to meet the deductible of the plan, being \$38.46/single bi-weekly and \$76.92 two-person/full-family bi-weekly.

Section 3. Pay in Lieu Of. In lieu of insurance benefits, an employee not covered by the health insurance policy, may elect to receive compensation of \$2,500.00 (per year) with proof of other insurance (Company) coverage.

Section 4. Retirement. Employees who retire from active employment and were immediately eligible for retirement benefits may continue to participate in the same health insurance, dental and optical insurance offered to active employees by paying the premiums. Upon the retiree becoming eligible for Medicare coverage, the retiree's coverage shall be converted to a Medicare coordinated policy. The above retiree coverage is contingent upon the insurance carriers permitting retired employees participation at the retiree's cost.

Section 5. Life Insurance. The Employer agrees to pay in full, life insurance premiums for a \$20,000.00 policy with Accidental Death and Dismemberment provisions in the same amount for regular full-time and regular part-time employees.

PENSIONS

Section 1. MERS Plan. The Employer shall provide employees with MERS B-3 Pension Plan/F55/25 rider at the Employer's cost.

Section 2. MERS Defined Contribution Retirement Plan. The Employer shall provide employees hired on or after January 1, 2006 with a MERS Defined Contribution Retirement Plan, currently provided by ICMA, in which the Employer shall contribute 5% and the employee has a voluntary contribution of up to 3% which the Employer shall match. Commencing January 1, 2007, the Employer contribution shall increase to 6% with a voluntary employee contribution of up to 3% which the Employer shall match.

Section 3. Union. The Union shall have the right to present information on proposed changes in the Pension Plan well in advance of negotiating sessions.

HOLIDAYS

Section 1. Holidays. All full-time employees covered by this Agreement shall receive thirteen (13) paid holidays each calendar year. These holidays will be paid at seven (7) hours pay at the full-time employee's regular straight-time rate.

Section 2. The following shall be recognized paid holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	

Should the Chief Judge schedule the office to be closed for observance of any other holiday not mentioned above, then such day will become a paid holiday for full-time bargaining unit employees.

Section 3. Should one (1) of the above holidays fall on Saturday, such holiday will be observed on the preceding Friday. Should the holiday fall on Sunday, such holiday will be observed on the following Monday.

Section 4. To receive the holiday pay, the employee must work the Employer's last regularly-scheduled day before and the first regularly-scheduled day after the holiday, unless excused.

PERSONAL DAYS

Full-time employees will be granted five (5) personal days per calendar year. Full-time employees shall give the Employer two (2) days notice when possible prior to the use of any personal day. Personal Days may be used upon the authorization of the Friend of the Court and may be used in one-half (1/2) hour increments, but may not accumulate. Days not taken in the calendar year shall be lost, except that an employee may carryover one (1) personal day when permission for release from duty on a requested personal day is denied by Management and an alternate day cannot be scheduled. Personal days will be credited on the first day of January. Full-time employees hired during the calendar year will be credited with personal days in the calendar year of hire in accordance with the following schedule:

<u>Date of Hire</u>	<u>Personal Days</u>
January, February, March	4
April, May, June	3
July, August, September	2
October, November	1
December	0

Personal leave usage while on probation will be restricted to one (1) day per month.

VACATIONS

Section 1. Vacation Schedule. The amount of paid vacation full-time employees are eligible for shall be determined on their anniversary date in each calendar year except that employees are eligible for their first paid vacation leave if they have completed six (6) months of employment. Thereafter, the following schedule shall apply:

6 Months to 1 Year	3 Working Days
1 Year through 2 Years	7 Working Days
2 Years through 4 Years	10 Working Days
5 Years or More	15 Working Days, plus 1 day for each year in excess of 5 years of service up to a maximum of 24 days

Section 2. Employees may carry up to six (6) days of earned vacation to the following anniversary year or may receive pay in lieu of said six (6) days with prior approval of the Friend of the Court.

WORKWEEK

All employees are scheduled to work thirty-five (35) hours per week beginning at 8:30 a.m. on Monday and ending at 4:30 p.m. on Friday. At the Employer's discretion, an employee's workweek may be extended to a forty hour week, either on a temporary or regular basis. The workweek hours would be adjusted as necessary.

PAID SICK LEAVE

Section 1. Employees shall accumulate eight (8) sick days per year (awarded January 1st of each year), with maximum accumulation of 20 days. Employees who have accumulated in excess of twenty (20) sick days at the time this contract is signed will be compensated for those days in excess of twenty (20) at the employee's average rate of pay for the years 2007, 2006, and 2005. As soon as practicable after this contract is signed, employees will be covered by the short-term and long-term disability insurance plans applicable to employees of Arenac County.

Sick leave may be utilized by an employee in the event of physical, or mental illness, injury, temporary disability, exposure to contagious disease endangering others, or for illness or injury in the immediate family which necessitate absence from work or for any other special circumstances with prior approval by the Friend of the Court. "Immediate family" in such cases include the employee's spouse, children, parents, parents-in-law, and any household member for whom the employee is financially or physically responsible.

Sick leave may be utilized by an employee for appointments with doctor, dentist or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-work hours.

Section 2. A minimum of one-half (1/2) hour of sick leave may be scheduled.

Section 3. Unused sick leave earned in accordance with provisions of this Article will be paid to employees at the rate of \$30.00 per day who have completed their probationary period, upon death, retirement or upon resignation. Vacation hours will not be paid in cases of discharge from employment or failure to provide two (2) weeks prior notice of resignation.

Section 4. An employee returning from sick leave will assume the classification and pay rate (plus increases) they held at the time of leave.

LONGEVITY

Longevity payments shall be in accordance with the Arenac County Personnel Policy as amended from time to time.

APPENDIX E
COURT REPORTER HEADQUARTERED ARENAC COUNTY

This Appendix shall be applicable to the Court Reporter headquartered in Arenac County.

All provisions of the Master Agreement shall be applicable to this employee, except as set forth below.

The employee is a Level 10 employee as set forth in the salary schedule of the Master Agreement.

The attached following provisions shall be applicable to the employee in this job classification:

- Hospitalization and Insurance
- Pension
- Paid Sick Leave

APPENDIX E-2
COURT REPORTER HEADQUARTERED IOSCO COUNTY

This Appendix shall be applicable to the Court Recorder headquartered in Iosco County, and paid out of Arenac County.

All provisions of the Master Agreement shall be applicable to this employee, except as set forth below.

The employee is a Level 10 employee as set forth in the salary schedule of the Master Agreement.

The attached following provisions shall be applicable to the employee in this job classification:

Hospitalization and Insurance
Pension
Paid Sick Leave

HOSPITALIZATION INSURANCE

Section 1. Health Insurance. Subject to Section 2 below, the Employer agrees to pay in full hospitalization (Blue Cross and Blue Shield) insurance for all regular full-time employees and their dependents, and the single subscriber premium for regular part-time employees.

As soon as possible after ratification of this Agreement by both parties, the Employer will offer to the employees at least three options for health care coverage, listed below. After initial enrollment, employees may change between the offered plan options once annually during the annual insurance open enrollment period.

Option 1: Blue Cross/Blue Shield Community Blue PPO Plan 1; Preferred RX \$10/\$20, MOPD 2X; \$15 Office Call; Blue Cross/Blue Shield Dental with Class 1-100%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Cross/Blue Shield Vision A 80 Plan 24/24/24, with 12 month lens and exam rider.

Option 2: Blue Cross/Blue Shield Community Blue PPO Plan 1; Preferred RX \$15/\$30, XED, MOPD 2x, \$20 OV; Blue Cross/Blue Shield Dental with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision/VSP 24/24/24.

Option 3: Blue Cross/Blue Shield Community Blue PPO Plan 10 (\$250/\$500 deductible with 10% co-insurance); Maximum \$500 Single/\$1,000 Family; Preferred RX \$15/\$30, MOPD 2x, PD-XED, \$20 Office Call; Blue Cross/Blue Shield Traditional Plus Dental with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision VSP Plan 24/24/24.

Option 4: Blue Cross/Blue Shield Option B Plan Blue HSA. \$1,000 (\$1,000/\$2,000 deductible with 20% co-insurance, \$1,000 maximum with Preventative Care Benefit, XVA, Preferred RX \$10/\$40, MOPD 2x, \$10/\$40 PD-XED, Step Therapy, Blue Cross/Blue Shield Traditional Plus Dental Plan 1 with Class 1-50%, Class 2-50%, Class 3-50%, \$800 maximum; Blue Vision/VSP 24/24/24.

1. If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross and Blue Shield payments to keep their coverage intact to the extent permitted by the insurance carrier.
2. An employee may also add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.

Section 2. Premiums. The Employer's monthly obligation under Section 1, Options 1, 2 and 3, of this Article are limited to \$335.00 for single coverage, \$655.00 for two-person coverage, and \$750.00 for family coverage. Effective November 1, 2008, these amounts will be increased to \$365.00 for single coverage, \$735.00 for two-person coverage, and \$835.00 for family coverage.

The Employer's obligation under Section 1, Option 4 of this Article 4 for payment for hospitalization, dental and optical insurance shall be the full cost of the premium for this plan minus the employee premium of \$38.46/single bi-weekly or \$76.92/two-person bi-weekly. The Employer shall pay any increases in the premium of this plan for the life of this Agreement. The Employer will also contribute a matching amount equal to the employees' share of the premium into an HSA account to be available to the employee to meet the deductible of the plan, being \$38.46/single bi-weekly and \$76.92 two-person/full-family bi-weekly.

Section 3. Pay in Lieu Of. In lieu of insurance benefits, an employee not covered by the health insurance policy, may elect to receive compensation of \$2,500.00 (per year) with proof of other insurance (Company) coverage.

Section 4. Retirement. Employees who retire from active employment and were immediately eligible for retirement benefits may continue to participate in the same health insurance, dental and optical insurance offered to active employees by paying the premiums. Upon the retiree becoming eligible for Medicare coverage, the retiree's coverage shall be converted to a Medicare coordinated policy. The above retiree coverage is contingent upon the insurance carriers permitting retired employees participation at the retiree's cost.

Section 5. Life Insurance. The Employer agrees to pay in full, life insurance premiums for a \$20,000.00 policy with Accidental Death and Dismemberment provisions in the same amount for regular full-time and regular part-time employees.

PENSIONS

Section 1. MERS Plan. The Employer shall provide employees with MERS B-3 Pension Plan/F55/25 rider at the Employer's cost.

Section 2. MERS Defined Contribution Retirement Plan. The Employer shall provide employees hired on or after January 1, 2006 with a MERS Defined Contribution Retirement Plan, currently provided by ICMA, in which the Employer shall contribute 5% and the employee has a voluntary contribution of up to 3% which the Employer shall match. Commencing January 1, 2007, the Employer contribution shall increase to 6% with a voluntary employee contribution of up to 3% which the Employer shall match.

Section 3. Union. The Union shall have the right to present information on proposed changes in the Pension Plan well in advance of negotiating sessions.

PAID SICK LEAVE

Section 1. Employees shall accumulate eight (8) sick days per year (awarded January 1st of each year), with maximum accumulation of 20 days. Employees who have accumulated in excess of twenty (20) sick days at the time this contract is signed will be compensated for those days in excess of twenty (20) at the employee's average rate of pay for the years 2007, 2006, and 2005.

As soon as practicable after this contract is signed, employees will be covered by the short-term and long-term disability insurance plans applicable to employees of Arenac County.

Sick leave may be utilized by an employee in the event of physical, or mental illness, injury, temporary disability, exposure to contagious disease endangering others, or for illness or injury in the immediate family which necessitate absence from work or for any other special circumstances with prior approval by the Friend of the Court. "Immediate family" in such cases include the employee's spouse, children, parents, parents-in-law, and any household member for whom the employee is financially or physically responsible.

Sick leave may be utilized by an employee for appointments with doctor, dentist or other recognized practitioner to the extent of time required to complete such appointments when it is not possible to arrange such appointments for non-work hours.

Section 2. A minimum of one-half (1/2) hour of sick leave may be scheduled.

Section 3. Unused sick leave earned in accordance with provisions of this Article will be paid to employees at the rate of \$30.00 per day who have completed their probationary period, upon death, retirement or upon resignation. Vacation hours will not be paid in cases of discharge from employment or failure to provide two (2) weeks prior notice of resignation.

Section 4. An employee returning from sick leave will assume the classification and pay rate (plus increases) they held at the time of leave.

APPENDIX F
FRIEND OF THE COURT EMPLOYEES
WHO WORK PRINCIPALLY IN ALCONA COUNTY

This Appendix shall be applicable to the following job classifications:

Friend of the Court Enforcement Case Worker
Friend of the Court Clerk

All provisions of the Master Agreement shall be applicable to these employees, except as set forth below.

Those members of the bargaining unit who are Certified Electronic Operators at the time this Agreement is ratified will be paid an additional \$0.40 per hour for any time that they are required to record Court proceedings. Prior approval from the Employer or the Court Administrator is required.

Effective January 1, 2008, hourly wage rates applicable to these positions are as follows:

	<u>Hire</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3Years</u>
Friend of the Court	\$14.57	\$15.03	\$15.52	\$16.54	\$17.55
Enforcement Case Worker					
Friend of the Court Clerk	\$12.11	\$12.29	\$12.69	\$13.27	\$13.84

Effective January 1, 2009 2010, hourly wage rates applicable to these positions are as follows:

	<u>Hire</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3Years</u>
Friend of the Court	\$14.78	\$15.26	\$15.75	\$16.79	\$17.81
Enforcement Case Worker					
Friend of the Court Clerk	\$12.29	\$12.47	\$12.88	\$13.47	\$14.05

The attached following provisions shall be applicable to the employees in these job classifications:

- Hospitalization and Life Insurance
- Holidays
- Vacations
- Sick Leave
- Court Subpoena/Funeral Leave/Military Leave/Jury Duty
- Mileage
- Longevity

The employees in these positions shall be covered by a Defined Contribution Pension Plan, under which the Employer shall contribute the sum of four percent (4%) of the employee's earnings for the plan year. In the event that an employee chooses to contribute the sum of four percent (4%) of his/her earnings per plan year, the Employer will increase its contribution for that plan year by two percent (2%) of the employee's earnings for that plan year, to a total of six percent (6%) of the employee's earnings for that plan year.

HOSPITALIZATION AND LIFE INSURANCE

Section 1. Insurance Policies.

The Employer agrees to provide a Ten Thousand Dollar (\$10,000) term life insurance policy and accidental death and dismemberment, and to pay the cost of the premium.

Section 2. Health Insurance.

The Employer shall pay the full premium for the Blue Cross/Blue Shield Flexible Blue II Medical Plan with Preventative Care, Mammography and Flexible Blue Rx Prescription Drug coverage, and with HSA account of \$1250.00 per year single and \$2500.00 per family.

Section 3. Coverage During Disability Leave of Absence.

Effective December 31, 1993, the Employer will not continue to pay the premium for the Blue Cross/Blue Shield health insurance for an employee on (1) a work-related disability leave of absence (because the premium cost of that fringe benefit shall be included in determining the employee's "average weekly wage" calculation pursuant to the Workers' Disability Compensation Act as cited at MCL 418.71) or (2) a non-work related disability leave or other unpaid leave of absence. An employee no longer covered by the health insurance because of Section 4, shall have the right pursuant to COBRA to purchase and continue the County's insurance plan at the established current group rate, plus two percent (2%).

* Illustration: The calculation of the "average weekly wage" equals the employee's total wages paid including (1) overtime paid; and (2) the cost of the fringe benefits received by the employee during the highest paid 39 of the 52 weeks preceding the date of the injury and then dividing the total of the wages and fringe benefit cost by 39.

Section 4. Option.

In the event the employee possesses health insurance coverage via another source, the employee can exercise the option for a cash payment in lieu of the above health insurance by so requesting in writing. The cash payment will be made at the end of the annual coverage period and will be based on what the employee would be eligible for in way of coverage.

\$3,000 for a single
\$3,500 for a couple
\$4,000 for a family

Once the coverage is waived, the employee can only re-enroll (1) during the carrier's annual enrollment period; or (2) outside of the carrier's annual enrollment period only if the employee experiences a change in their legal status such as marriage, divorce, birth, spouse's employment termination, etc.

Employees must provide notice of any change in their legal status which affects their insurance coverage in written form including a description of the change and applicable date.

Section 5. Dental.

The Employer will provide the following Blue Cross/Blue Shield Dental Plans Care Class 1, 100%; Class 2, Class 3, 75; Class 4, 50%, with a maximum at One Thousand Dollars (\$1,000).

Section 6.

The Employer shall provide the Blue Cross/Blue Shield Vision Plan.

Section 7. Retirement Premiums.

The Employer will pay One Thousand Five Hundred Dollars (\$1,500) per year towards County retiree Blue Cross coverage after retirement until age 65 with 20 years of service.

Section 8. Blue Cross/Blue Shield Benefits.

The total Blue Cross/Blue Shield benefits will be found in Schedule C.

Section 9. Life Insurance Post-Retirement.

The current life insurance may be continued for retirees with the retiree paying the full premium.

HOLIDAYS

Section 1. Holiday Pay.

All probationary and regular employees will be eligible to receive holiday pay under the following regulations: Employees will be paid their current rate based on regular schedule day for said holidays. In order to qualify for the holiday pay so designated, an employee will be required to work the regular scheduled workday before and after the holiday.

The following will be observed as legal holidays for the purpose of this agreement:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Friday after Thanksgiving
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Fourth of July	New Year's Eve
Labor Day	

In the event there is a change in the holidays, legally adopted by the Rule of the Michigan Supreme Court, the above schedule shall automatically incorporate all such changes. Holidays shall be taken as established by Michigan Supreme Court Rule when they fall on a non-working day for employees.

Section 2. Pay for Holidays Worked.

Employees who work on a holiday as determined by Section 1 above, as a result of being scheduled in advance, shall be paid for hours worked at the regular rate plus a holiday bonus equal to 100% of the regular rate (double time).

At the option of the employee, compensable time-off may be taken at the 1-1/2 times the hours worked at a time mutually agreeable to the employee and the Employer. Said compensable time off shall be taken within sixty (60) days of the date earned.

Section 3. Holiday Falling Within Scheduled Vacation.

Holidays recognized by Section 1 of this Article that fall within an employee's vacation period will not be considered as part of a vacation and shall be taken by extending the vacation period one (1) day for each such holiday or the employee can make arrangements for a personal leave day at a later date.

VACATIONS

Section 1. Vacation.

All regular full-time employees shall accrue the following vacation time on their anniversary date of hire:

- (a) Employees who have completed one (1) year of service shall accrue two (2) weeks or ten (10) days of paid vacation.
- (b) Employees who have completed five (5) years of service shall accrue three (3) weeks or fifteen (15) days of paid vacation.
- (c) An employee who has completed fifteen (15) years of service shall accrue four (4) weeks or twenty (20) days of paid vacation.

Section 2. Vacation Accrual During Military Leave.

Employees who have been on military leave of absence shall receive seniority credit for vacation purposes for the full calendar year in which they return to active employment.

Section 3. Yearly Accumulation.

Vacation days can only be accumulated in the amount not to exceed twenty (20) days at the end of each anniversary year.

Section 4. Vacation Accumulated But Not Taken.

In case of retirement, resignation, discharge or death of an employee, he or his estate will be paid for all vacation days which have accumulated to his credit. Credit shall accrue at the rate of one-twelfth (1/12th) of the respective total days to be earned in that year, per month worked.

Section 5. Vacation Schedule.

Vacation schedules will be worked out as far in advance as possible. To accomplish this and to consider the wishes of senior employees, each year, after January 1, each employee shall indicate on a yearly calendar his vacation request no later than April 1. After April 1, all employees who have failed to select their vacation time will take whatever time is available by seniority.

Section 6. Accrual of Vacation During Extended Leave.

Employees absent for more than one (1) month for other than paid leave will accrue vacation during the first month of absence only. Vacation will accrue on a pro-rata basis upon their return to work.

Section 7. Increments.

Employees shall use vacation in periods of not less than two (2) hour increments.

Section 8. Anniversary Date.

For purposes of vacation accrual, the employee's anniversary date shall constitute the beginning of the year.

SICK LEAVE

Section 1. Accrual.

Sick leave shall accrue at the rate of one day per month worked or not less than twelve (12) days per calendar year to a maximum accumulation of eighty-four (84) days.

Section 2. Reasons for Sick Leave.

Sick leave shall be available for use by employees in the bargaining unit for the following reasons:

- (a) Personal illness.
- (b) Absence from work because of exposure to contagious disease which, according to public health standards, would constitute a danger to the health of others by the employee's attendance at work.
- (c) Medical or dental appointments in increments of not less than one (1) hour leave.
- (d) When an employee is taken ill on the job.
- (e) To care for the illness of an employee's spouse or children who reside with the employee.
- (f) In the event of sickness or injury occurring during a scheduled vacation period.

Section 3. Accumulation.

Sick leave will not be granted in anticipation of future service. Recognized holidays falling within a period of sick leave shall not be deducted from the employee's sick day accumulation.

Section 4. Pay For On-the-Job Injury.

- (a) For the loss of time on account of injury incurred in the line of duty, regular employees shall receive full pay for up to one (1) full work week, five (5) days, after the accident without drawing on his sick leave credits, for any one (1) injury, however, this shall not be provided for recurrence of a previous injury.

Section 5. Return To Work Authorization.

Employees, if requested, will be required to submit a report from a doctor following a prolonged illness or injury indicating that they are physically able to do work available before their return to active work.

Section 6. Payment for Sick Days Upon Voluntary Resignation.

The Employer shall pay employees One Hundred Percent (100%) of accumulated sick days up to a maximum of Seventy-Four (74) days upon voluntary resignation of employment.

Section 7. Personal Leave Days.

Employees shall receive two (2) personal days each calendar year.

Section 8. Sick Day Bank.

The provisions for sick day bank shall be governed by the following conditions:

1. Reserved sick days are to be used by the employee only and not to be used for family purposes.
2. Reserved sick days are to be used for sick purposes only.
3. Employees who reach the maximum of the current sick bank of eighty-four (84) days are qualified to reserve an additional sixteen (16) days.
4. Reserved sick days cannot be cashed-in.

COURT SUBPOENA/FUNERAL LEAVE/MILITARY LEAVE/JURY DUTY

Section 1. Court Subpoena.

Any employee who is subpoenaed as a result of an accident or is involved in an accident while on duty who must attend court shall suffer no loss of pay.

Section 2. Funeral.

Employees will be paid for three (3) days absence in the case of death in his immediate family. One (1) extra day if such funeral is out-of-state. Immediate family means father, mother, sister, brother, child, wife, or husband, mother-in-law, father-in-law, step-child, step-brother, step-sister, grandparents, grandchildren, son-in-law, daughter-in-law, or dependent living at home who is physically or financially responsible to the employee.

Section 3. Military Leave.

Employees shall be allowed an unpaid leave for all mandatory military duty with a recognized entity of the state or federal military. For leaves of thirty (30) days or less, vacation and sick day leave shall accrue during said leave and seniority shall accumulate. There shall be no loss of job status due to any military leave in accordance with federal and state law. (See, also, Vacation Article)

Section 4. Jury Duty.

Leave will be granted to any employee who is called for jury duty. A statement is to be provided by the employee to indicate the total amount of compensation received for jury duty. If such compensation does not equal his usual salary, he will be paid the difference. If his jury duty compensation equals or exceeds his usual salary, there will be no payment of salary by the Employer.

MILEAGE

Any bargaining unit employee required to use his/her own vehicle for the Employer's business will be reimbursed at the mileage rate paid to employees of Alcona County as established by the Alcona County Board of Commissioners.

LONGEVITY

Longevity payments shall be in accordance with the Alcona County Personnel Policy as amended from time to time.