

AGREEMENT

BETWEEN

KALKASKA COUNTY BOARD OF COMMISSIONERS
KALKASKA COUNTY TREASURER, CLERK, REGISTER OF DEEDS,
PROSECUTING ATTORNEY and KALKASKA COUNTY SHERIFF

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

(Effective January 1, 2009 through December 31, 2011)

This Agreement shall be effective upon execution of the parties and is by and between the Kalkaska County Board of Commissioners, hereinafter referred to as "Board" and the Kalkaska County Treasurer, Clerk, Register of Deeds, and Prosecuting Attorney, hereinafter referred to as "Elected Officials" and sometimes referred to together as "Employer", and Teamsters Local 214, hereinafter referred to as the "Union".

ARTICLE I RECOGNITION

Section 1. Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

All Full-time and Regular Part-time Employees of the County of Kalkaska, including, but not limited to, Building Inspectors/Clerks, Prosecutor's Secretary/Clerks, Child Support Coordinator/Secretary, Equalization Clerks, County Appraiser, Deputy Treasurer, Treasurer's Office Clerks, Abstract Clerk, Extension Secretaries/Clerk, Maintenance Personnel, Victim's Rights Workers, Deputy Clerks, County Clerk's Secretary, Deputy Register of Deeds, Register of Deeds' Clerks, and Zoning Secretary, Animal Control Clerk, Building Maintenance, Veteran's Administration Clerk, Emergency Services Coordinator, Recycling Attendant and Recycling Worker.

Excluding: All department heads, elected officials, County Controller, Confidentials, (County Controller's Clerk/Secretary), executives, supervisors, grant funded positions, seasonal, casual and temporary employees.

Section 2. Definition of Employee

A. Regular Full-time Employee

A regular full-time employee is an employee who is regularly scheduled to work between thirty-five (35) and forty (40) hours per week.

B. Regular Part-time Employee

A regular part-time employee is an employee who is regularly scheduled to work on a continual basis less than thirty-five (35) hours per week.

C. Irregular Part-time Employee

An irregular part-time employee is an employee who does not work a regular schedule and who generally covers for absences of bargaining unit employees or to supplement bargaining unit employees. Irregular part-time employees shall not be used in such a manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees. Irregular part-time employees shall not be covered by the terms of this Agreement.

D. Temporary Employee

The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. A temporary employee is an employee hired for not more than one hundred (100) days in duration during a twelve (12) month period. Temporary employees will not be covered by the terms of the contract. However, they shall not be used in such a manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees.

ARTICLE II EMPLOYER RIGHTS

Section 1. Employer Rights

The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of

work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to subcontract bargaining unit work; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 2. Delegations

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

ARTICLE III DISCIPLINE

Section 1. Purpose – Scope

Discipline may be imposed for purposes of corrective, not punitive, results. The Board, Elected Officials, or Employer designee may impose discipline upon any non-probationary employee covered by the terms and conditions herein. Probationary employees (refer to Article VII) are not covered by this Article.

Section 2. Application – Just Cause

Discipline correcting minor infractions shall be administered by progressive steps, starting with verbal notice to the employee(s), followed by written warning, prior to a more severe discipline being imposed. Progressive discipline need not be applied in the case of major infractions. All discipline must be accompanied/predicated by just cause for same.

Section 3. Suspension/Termination

Any employee subjected to corrective discipline resulting in lost time shall be allowed to review their situation with their Steward prior to departing from the Employer's premises.

A grievance pertaining to disciplinary lost time may be expedited to Step 2 of the Grievance Procedure.

Section 4. Like/Similar Infractions

Progressive discipline shall be applied to like or similar infractions as a basis for correcting minor offenses.

Section 5. Records

Disciplinary records shall not be utilized for purposes of progressive discipline if an employee maintains an offense-free work record for two (2) years from date of prior documented infraction.

ARTICLE IV UNION SECURITY

Section 1. Agency Shop

(To commence after contract is executed in 1992.) As a condition of continued employment, all employees included in the collective bargaining unit set forth herein, thirty-one (31) days after the start of employment with the Employer shall either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee.

Section 2. Union Membership

Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share equally the cost of administering and negotiating this Agreement. All employees have the right to join, not join, maintain or drop his or her membership in the Union as the employee sees fit.

Section 3. Check-Off

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees or the service fee from each employee's pay, provided the employee has filed with the Employer a proper Check-Off Authorization form as supplied by the Union.
- B. Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates, furnished by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the deducting of such Union dues, service fees, and/or initiation fees. The Employer agrees to provide this check-off service without charge to the employees or the Union.
- C. Upon receiving a properly executed Check-Off Authorization form, the Employer shall deduct dues, initiation, or service fees, as applicable from that employee's pay. The Employer shall return all Check-Off Authorization forms to the Union that have not been properly signed by the employee. All Check-Off Authorization forms shall be filed with the Employer's designated representative, who may return any incomplete or incorrectly completed form to the Union's Secretary-Treasurer, and no check-off shall be made until such deficiency is corrected. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer's designated representative within thirty (30) calendar days after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
- D. Deduction of dues, initiation and service fees for any calendar month, shall be made from the first pay period of that month, provided the employee has sufficient net earnings to cover the dues and/or initiation fees. Any change in the amount of deduction for an individual must be submitted in writing to the Accounting Department by the Union with at least thirty (30) days' prior notice. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union on a timely basis.
- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not appropriate, refunds owed to employees shall be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of dues, initiation and service fees and any subsequent changes in such amounts at least thirty (30) days in advance.
- G. The Employer's liability under the terms of this Article shall be limited to the deduction of dues, initiation or service fees, and remittance of those deductions to the Union.

Section 4. Hold Harmless and Indemnification

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification of authorization furnished under this Article or the termination of an employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE V GRIEVANCE PROCEDURE

Section 1. Grievance Procedure

The term "grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated, and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so. Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to his/her department head or immediate supervisor. Within five (5) working days after receiving the written grievance from the employee, his/her department head or immediate supervisor shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head or immediate supervisor. The department head or immediate supervisor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the department head or immediate supervisor shall not act as precedent.

Step 2. The Union may appeal the decision of the department head or immediate supervisor to the Personnel Committee. The request for the appeal to the Personnel Committee must be made in writing within three (3) working days after the answer given in Step 1. The request shall be addressed to the Chairperson of the Personnel Committee with a copy to the County Controller. The Personnel Committee shall hear the appeal within sixty (60) calendar days after a request is given. The employee and/or his/her Union representative may present witnesses and evidence. The Department Head or his/her representative may also present witnesses and evidence. The answer of the Personnel Committee shall be given within twenty (20) working days after the hearing. The decision of the Personnel Committee shall be final and binding on the parties except for the exceptions noticed in Step 3.

Step 3. If the grievance is not resolved at Step 2, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 2 to the Chairperson of the Personnel Committee with a copy to the County Controller and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provisions in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits, or disciplinary layoffs of **Three (3)** consecutive work days or more or termination of employment for disciplinary reasons. Any discipline imposed consisting of less than **three (3)** consecutive workdays off cannot be submitted for arbitration. "Economic provisions" is defined not to include disciplinary layoffs of **three (3)** consecutive work days or less or any other disciplinary action taken by the Employer less than termination of employment. The rules of the AAA shall apply unless specifically modified herein.

a. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.

b. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of the Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

Section 2. Time Limitations

The failure of either party to follow the time limits herein shall result in the following:

A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.

B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

C. Multiple grievances can be heard by the Arbitrator in one (1) proceeding.

Section 3. Time Periods

Time periods set forth in this grievance procedure shall be strictly adhered to, unless extended by mutual written agreement of the parties.

Section 4. Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If any employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VI
NO STRIKE AND NO LOCKOUT

Section 1. No Strike Pledge

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined, up to and including discharge at the sole discretion of the Employer.

Section 2. No Lockout

The Employer agrees not to lockout employees.

ARTICLE VII
PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed one hundred fifty (150) calendar days. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason and is an employee at will. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work for any reason for more than ten (10) work days, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE VIII
SENIORITY

Section 1. Definition of Seniority

Seniority shall be defined as the length of any employee's continuous full-time service with Kankaska County since the employees last date of hire in a bargaining unit position, excluding unpaid leaves of absences of more than 30 days in any consecutive 12-month period, unless otherwise prohibited by law. Part-time employees shall earn seniority based upon employer compensated hours of work.

Section 2. Loss of Seniority

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

- A. If he/she quits or retires;
- B. If he/she is discharged;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony;
- D. If he/she fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- E. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- F. If he/she has been on layoff status for a period of one (1) year or the length of his/her seniority, whichever is less;

- G. If he/she fails to report for work within seven (7) days following notification of recall mailed or delivered to his/her last known address;
- H. If he/she fails to inform the Employer within two (2) working days following receipt of notification of recall that he/she intends to return to work for the Employer;
- I. If he/she makes an intentionally false statement on his/her employment application;
- J. If he/she has been on unpaid leave of absence, unpaid sick leave, or worker's compensation leave, for a period of one (1) year or for a period equal to the length of his/her seniority at the time such unpaid leave or worker's compensation leave commenced, whichever is less.

Section 3. Seniority List

The seniority list on the date of this Agreement shall show the names and date of hire of all employees in the bargaining unit. The Employer will update the seniority list annually and will furnish the Union with the most recent list upon request.

ARTICLE IX LAYOFF/RECALL

Section 1. Layoff

Layoff shall be determined by the Board of Commissioners by department and classification. Examples of "department" are the following offices; Treasurer, Prosecuting Attorney, Clerk, Register of Deeds, Equalization, Extension, Maintenance, etc. In reducing the work force, the least-senior employee within a department and classification selected for the layoff shall be the first employee laid off. The Union and Employer recognize that there may only be one (1) person in each department or in a classification affected by the layoff. The employee affected may bump a less-senior employee within the same department, provided they are qualified to do so or may exercise their option of returning to a formerly held classification in a former department, provided they have the seniority to do so.

- A. The employee who wants to bump must inform the Employer in writing by the next workday after receiving his/her layoff notice.
- B. Failure of the employee to exercise their rights listed above, the employee has the right to bump the least-senior employee within the bargaining unit, provided they have the qualifications to perform the work.
- C. There shall be a trial period for an employee allowed to bump of a minimum of ten (10) workdays and up to a maximum of twenty (20) workdays. During this time, the department head may put the employee back on layoff status.
- D. If an employee is put back on layoff status as noted above, that employee shall not be able to bump into another position, i.e., only one (1) bump is permitted.
- E. An employee who successfully bumps another employee as provided above shall be paid at the rate of the classification to which they bumped but he/she shall remain at their current step rate.

Section 2. Layoff Notice

In the event of a layoff, an employee so laid off shall be given five (5) days' notice of layoff by mail to his/her last known address, or in person with a copy to the Union. All temporary and/or irregular part-time employees shall receive layoff notice prior to regular full-time or regular part-time employees.

Section 3. Recall

- A. If the position that the employee was laid off from is to be refilled, the laid off employee from that position will be given the first opportunity to be recalled to their formerly held position. Regular full-time employees shall be given recall prior to regular part-time employees if said individuals have the necessary ability to perform the needed work of that of the regular part-time position.

In the event of recall, notice shall be by certified mail or delivered to the laid off employee's last known address who is being recalled. In the event the laid off employee fails to return to work within seven (7) calendar days after the notice of recall is delivered, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

B. If the employee refuses to exercise their right under Section 1, the open position will be posted, according to the contract.

C. Recall to work shall be in reverse order of layoff from the classification and department affected by the recall; provided, however, the employee returned to work must be able to perform the required work and must not have lost his/her recall rights, and have the necessary experience, qualifications, skills and ability to perform the work.

ARTICLE X PROMOTIONS

Section 1. Promotion and Vacancies within the Bargaining Unit

In order to provide advancement opportunity when vacancies exist in the bargaining unit, the Employer will post for a period of five (5) working days a list of such vacancies indicating the title and rate of pay. The minimum qualifications for the position shall also be included in the posting. Employees who are interested shall make application for such vacancies pursuant to the Employer's normal process within the five (5) day posting period. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit, provided there are no qualified candidates from within the bargaining unit.

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Section 2. Transfers

A transfer is defined as a lateral move to another classification within the same pay grade, within the same department.

The Employer will post the open position, listing the minimum qualifications. The most-senior qualified applicant will be granted the position and may be required to serve a trial period, in accordance with the contract.

Failure to fill the position within the department, the position will be posted within the bargaining unit.

Failure to fill the position within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

Section 3. Trial Period for Current Employees Who are Promoted or Transfer to a New Position

The successful applicant for promotion or transfer may serve up to a ninety (90) calendar day trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

ARTICLE XI
HOURS OF WORK

Section 1. Normal Workweek and Workday

The normal workweek for full-time employees is thirty-five (35) to forty (40) hours per week, as determined by the Board of Commissioners, Monday through Friday, including a one (1) hour unpaid lunch period scheduled by the department head. Further, nothing shall preclude the Employer from requiring employees to work more or less than an eight (8) hour day. The Board of Commissioners may reduce the number of full-time employees and create part-time positions. The Board of Commissioners shall determine workday and workweek of part-time employees, which may be changed by the Board from time to time.

Section 2. Work Breaks

Full-time employees are permitted two (2) fifteen (15) minute work breaks, one (1) in the first part of the shift and one (1) in the second part of the shift, per day, which shall be taken at a time to allow for the continuous and effective operation of the department as determined by the Department Head. Work breaks may not be accumulated, and, if not taken, shall not be paid for. Part-time employees who work at least four (4) consecutive hours shall be entitled to one (1) fifteen (15) minute work break under the terms noted above.

Section 3. Workweek and Workday Definition

Any definition of an employee's normal workweek and workday in this Agreement shall not constitute a guarantee by the Employer of any number of hours per workday or per workweek.

Section 4. Scheduling

The Employer shall have the right to determine, establish, and modify scheduling and staffing requirements to meet the needs of the Employer and the public it serves. It is expressly understood that an employee's work schedule and his/her shift may be changed whenever operating conditions warrant such change, provided that seven (7) calendar days' prior notice is given to the affected employee(s). Probationary employees may be subject to schedule/shift changes on less than seven (7) calendar days' notice during the first sixty (60) calendar days of their employment. The Employer shall not require an employee to work a split shift. (Example: Four (4) hours at one (1) time and four (4) hours later that day).

Section 5. Overtime

All work actually performed in excess of forty (40) hours in any workweek shall constitute overtime work and shall be paid at the rate of time-and-one-half (1-1/2) of the employee's regular rate of pay. Prior approval of overtime hours is required by the employee's department head. Time spent in contract negotiation shall not constitute overtime work as defined in Article XI, Section 5.

Section 6. Compensatory Time

If agreed between the employee and the Employer, compensatory time may be authorized on a straight-time basis for time worked in excess of thirty-five (35) but less than forty (40) hours and on a time-and-one-half (1-1/2) basis for time worked in excess of forty (40) hours in any workweek. Compensatory time may be taken upon mutual agreement of the employee and the department head. Compensatory time may be accumulated up to seventy (70) hours.

Section 7. Minimum Call-In Pay

Any employee called in to work outside of his/her regular work schedule shall be guaranteed two (2) hours of pay. This shall only apply if the employee has left the work site for one (1) hour or more.

ARTICLE XII
LEAVES OF ABSENCE

Section 1. Leave Without Pay

A full-time or part-time employee may be granted a leave without pay and fringe benefits for a period not to exceed one (1) year if it is approved by the Personnel Committee and department head, which decision shall be

final and binding on all the parties, for sickness, disability, educational development or other good and sufficient reasons. Both the request and the response shall be in writing.

The only exception to the above is that a medical leave of absence for the employee shall be granted not to exceed six (6) months. The Employer may require medical verification of the need for such leave on a periodic basis. The other provisions of this Section shall apply to such medical leaves as well as Section 3 provisions.

All leave requests shall state the exact date on which the leave is to begin and the date of return to work. Failure to return on the agreed upon date shall result in automatic termination of employment. The employee shall not return prior to the expiration of this leave unless agreed to by the department head.

Employees shall not accept employment while on leaves of absences unless agreed to by the Employer. Acceptance of employment of working for another employer without prior approval while on leave of absence may result in discipline, up to and including discharge, at the Employer's discretion.

Employees who take leave without pay in excess of thirty (30) days shall have their seniority accrual frozen while on leave, effective on the first day following the thirty (30) days. Thereafter their anniversary date for longevity, seniority and vacation accrual shall be moved forward by an amount equivalent to this length of time. They shall also have their anniversary date, for consideration of step increase, delayed by the same length of time. Leaves in excess of thirty (30) days shall require the employee to pay to the County the premium cost in order to continue all health, life and disability insurance benefits during said leave, if permitted by the insurance carrier.

No other fringe benefits shall continue or accrue during the leave such as, but not limited to, vacation and sick leave accruals.

Section 2. Military Reserve Leave

A full-time employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of government compensation, not inclusive of meal and housing allowances, received for this service for this period. If such government compensation does not equal or exceed the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional military meetings shall not be compensated by the Employer. If the employee's total government compensation equals or exceeds his/her usual salary, there shall be no payment by the Employer. Reserve training shall be in addition to any vacation time which the employee may be entitled to, but vacation leave may not be scheduled consecutively with reserve training leave unless the Employer gives prior approval.

Section 3. Medical Certificates and Examinations

A. Employees requesting a leave for sickness or injury may be required to present a certificate from a physician verifying the sickness or injury and the anticipated time off the job from a doctor selected by the Employer.

B. If the Employer has cause to believe that an employee is abusing sick leave, the Employer may require a medical examination after the Employer advises the employee of its concern, at the employee's expense if not covered by the employee's insurance by a doctor selected by the Employer. If the doctor confirms that the employee was not able to work due to sickness, then the Employer will pay for the doctor cost if not covered by employee's insurance. Further, if the employee is found to have falsified information required under this Section, the employee shall be subject to discipline by the Employer, up to and including discharge.

C. In addition to any other provisions of this contract, the Employer reserves the right to require an employee to take a medical examination (1) if it has cause to believe that the employee is having difficulty in performing his/her duties based upon health related reasons or (2) on return from a medical leave of absence. The medical examination shall be given by a doctor selected by the Employer at the Employer's expense if not covered by insurance. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the

employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of the medical examination, the Employer will take appropriate action.

D. Notwithstanding any contrary provision, the Employer may take appropriate disciplinary action if an employee is abusing sick leave.

Section 4. Jury Duty

Employees who have been employed for ninety (90) days or more and who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work up to a maximum of thirty (30) days per year. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

Section 5. Sick Leave and Disability Insurance

A. Full-time employees and part-time employees (on a prorated basis) shall earn up to ten (10) days of sick leave on a monthly pro rata basis each calendar year.

B. The employee must work or be compensated by the Employer (does not include Worker's Compensation and/or disability payments) at least fifteen (15) work days in the month in order to earn sick leave for that month.

C. Sick leave shall be granted only for absence from duty because of personal visits to the doctor or dentist, or illness in the immediate family as provided below. Sick leave is subject to a maximum accumulation of eighty (80) days during the period of employment.

D. Compensation for unused sick leave bank shall be as follows:

1. After eight (8) years of employment, an employee who leaves in good standing shall receive payment for one-half (1/2) of up to a maximum of forty (40) days.

2. After four (4) years of employment, any employee with a minimum of thirty (30) banked days as of December 1st may convert one-half (1/2) of the unused annual earned bankable time into a cash-out payable in the first full payroll period in December of each year.

E. Sick leave for illness in the immediate family may be charged for up to ten (10) days per calendar year if the employee is the only person available to render necessary care. For purposes of this Section, an immediate family member is: spouse, children, parents, or anyone who lives with or under the support of the employee as defined by the Internal Revenue Tax Code.

F. When an employee is absent from work due to illness, he/she must notify his/her supervisor within one (1) hour of his/her normal reporting time in order to be eligible for paid sick leave, unless the employee can show in writing why prior notification was impossible.

G. Claim for sick leave pay must be submitted on a form provided by the Employer. In addition to the other provisions in this contract for medical verification by an employee, the following shall also apply: if an employee has been off work due to sickness or accident or when the claim for sick leave pay is for the day before or the day after an employee's assigned "days off" in his/her work schedule, his/her vacation period or one of the holidays observed by the Employer, a statement from a physician may be required by the Employer.

H. Sick leave may be used in increments of one (1) hour if taken for a doctor or dentist appointment and if taken at the beginning or end of the employee's regular work schedule.

I. Disability Insurance. The Employer will implement an improved Sickness/Accident/Disability Insurance program. The program will provide fifty-two (52) weeks of coverage with a benefit of seventy percent (70%) of weekly pay up to a maximum of Four Hundred Dollars (\$400.00) per week. The program coverage will take effect after thirty (30) calendar days. In the event there is a dispute between Sickness/Accident/Disability Insurance and Worker's Compensation Insurance, the Employer will pay the lowest benefit until such time as the dispute is resolved, or fifty-two (52) weeks, whichever is less. The employee is not entitled to Employer and insurance benefits arising out of the same event. Employees are to reimburse the Employer for such payments upon receipt of payments from the carrier, or through payroll deduction.

Section 6. Funeral Leave

Upon request, an employee who has been employed for six (6) months or more will be granted a leave of absence, with pay for three (3) days when he/she would have otherwise been scheduled to work to attend to matters involving a death in the employee’s immediate family, provided the employee attends the funeral. For purposes of this Section, the term “immediately family” is defined as including the employee’s:

- | | |
|---------------------------|------------------------------------|
| Spouse | Parents |
| Parents of current spouse | Child |
| Brother | Grandchildren |
| Sister | Stepparent |
| Brother-in-law | Sister-in-law |
| Stepchild | Grandparents (Maternal & Paternal) |
| Son-In-Law | Daughter-In-Law |

One (1) day of paid leave will be granted, upon request for a niece or nephew, maternal/paternal aunt or uncle.

Leaves granted under this Section shall include the date of the funeral. An employee excused from work under this Section shall be paid the amount of wages he/she would have earned by working his/her regular work hours on such scheduled days of work for which he/she is excused.

Upon prior approval of the department head, additional leave may be granted without pay or charged to earned sick leave. Time off for funeral leave shall not count as hours worked for the purpose of overtime.

Section 7. Personal Leave

A. All full-time employees covered by this Agreement who have completed six (6) months of service with the Employer shall be credited with two (2) paid personal days on the first day of January of each year subject to “B” below, to be used at the employee’s request upon the prior approval of the department head for personal business which cannot be accomplished at any other time. If the employee does not use such time by December 31st, it shall be forfeited. Personal leave may not be taken in amounts of time less than half (1/2) day.

B. New employees shall not be eligible for paid personal leave benefits until they have completed six (6) months of service. Upon completion of six (6) months of service, an employee will be credited with a pro-rata amount of personal leave days equal to two (2) times his/her months of employment prior to January 1, divided by twelve (12). Employees, however whose first six (6) months of employment overlap January 1st of any year will be credited with two (2) personal leave days upon completion of six (6) months of service.

Section 8. Family and Medical Leave

The Employer may exercise any of its rights under the Family and Medical leave Act such as, but not limited to, the date the Family and Medical Leave commences, requiring the employee to use earned vacation and/or sick time when on the Family and Medical Leave, disability insurance benefits to count toward the Family and Medical Leave, etc.

Current leave time allowed under this Article shall not be reduced but is subject to the Employer’s rights under the Family and Medical Leave Act as noted above.

ARTICLE XIII
HOLIDAYS

Section 1. Recognized Holidays

The following days shall be observed for holidays for full-time and regular permanent part-time employees covered by this Agreement:

New Years Day
Martin Luther King's Day
Presidents' Day (3rd Monday in February)
Good Friday (Friday)
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve Day

Section 2. Holiday Eligibility

Employee eligibility for holiday compensation is subject to the following conditions and qualifications.

- A. An employee who agrees to work on a holiday but fails to report for work shall not be entitled to holiday pay and may be subject to disciplinary action as determined by the Employer;
- B. The employee must otherwise have been scheduled to work on such day if it had not been observed as a holiday;
- C. The employee must work on the employee's last scheduled day before and the first scheduled day after the holiday unless excused by the department head;
- D. The employee must not be on an unpaid leave of absence, layoff, or disciplinary suspension.

Section 3. Holiday Celebration

If a recognized holiday falls on a Sunday, the following Monday will be considered the recognized holiday for eligible employees. When a recognized holiday falls on a Saturday, the preceding Friday will be recognized as the holiday. When Christmas Day falls on a Saturday, Sunday, or Monday, the Christmas Eve Day shall be observed on the last working day prior to the recognized holiday.

Section 4. Holiday During Authorized Sick or Vacation Leave

Holidays recognized by this Agreement that fall within an employee's authorized sick or vacation leave will not be considered as part of a vacation or sick leave.

Section 5. Holiday Pay

Holiday pay for eligible full-time and regular permanent part-time employees shall be the employee's regular straight-time rate of pay, times the number of hours the employee otherwise is regularly scheduled to work on that day.

Section 6. Holiday Premium Pay

Employees otherwise eligible for holiday pay, and who are required by the Employer to work on a recognized holiday, shall receive one and one-half (1-1/2) times the employee's straight-time rate of pay for all hours actually worked on the holiday, in addition to the holiday pay.

ARTICLE XIV VACATIONS

Section 1. Vacation Leave Credit and Eligibility Date

Each full-time and regular part-time employee, on a prorated basis and subject to Section 2, shall earn vacation leave credit and shall be eligible to receive vacation leave as follows:

Beginning with the second (2nd) year of employment and on the employee's anniversary datefive (5) days

Beginning with the third (3rd) year of employment and on the employee's anniversary dateten (10) days

Beginning with the sixth (6th) year of employment and on the employee's anniversary datefifteen (15) days

Beginning with the eleventh (11th) year of employment and on the employee's anniversary datetwenty (20) days

It is agreed that an employee must be employed on his/her anniversary date of hire to be eligible to receive vacation leave. Each year after his/her first year of employment and on his/her anniversary date of hire an employee will receive the amount of vacation leave earned during the preceding year based on the above schedule, subject to Section 2 requirements. An employee who is on layoff on his/her anniversary date of hire, and who has not lost seniority, shall receive prorated vacation. An employee who retires shall receive a prorated amount of vacation leave for time worked during the year in which he/she retires (subject to Section 2).

An employee who quits or is terminated, and such termination is not reversed through the grievance procedure, shall not receive any vacation for time worked during the anniversary year in which the employee quits or is terminated.

Section 2. Vacation Eligibility

In order to be eligible for the vacation benefit above, an employee must have worked for the department during the year immediately preceding his/her anniversary date a total of at least sixteen hundred (1600) hours. If he/she should fail to qualify solely because of the requirement as to hours, he/she shall receive pro rata vacation pay on the basis of hours actually worked, based on his/her years of service, provided that he/she shall have worked a minimum of one thousand (1000) hours during the anniversary year. Vacation pay shall be at the employee's straight-time regular rate of pay, exclusive of all premium pay. Vacation time shall not accumulate from year to year, except with the approval and in the sole discretion of the Department Head. In the case of such exceptions, the Controller is to be notified in writing of such action, and any such vacation accumulation must be taken within 90 days past the anniversary date for taking vacation.

Section 3. Vacation Scheduling

Vacation requests of five (5) consecutive work days or longer must be submitted in writing by the employee to his/her department head thirty (30) days in advance of the period requested. If requested in writing, the department head must reply in writing within five (5) working days of receiving the request. In the event two (2) or more employees desire to take vacation at the same time and not all can be released, then the first to have submitted his/her request shall be allowed to take vacation. In the event of a tie, the most-senior employee shall be allowed to take vacation.

Department heads reserve the right to deny vacation requests, and such denials shall not be subject to the grievance procedure, provided, however, denials shall not be arbitrary. If the employee believes that the denial is arbitrary, he/she may appeal to the Personnel Committee of the Board whose decision shall be final and binding on all the parties. Such appeal must be made in writing within five (5) business days of the denial.

Section 4. Vacation Leave Use

Vacation leave may not be taken in amounts of time less than one-half day (three and one-half [3-1/2] hours or four [4] hours). Employees leaving the Employer in good standing shall be compensated for vacation leave earned and credited to the date of separation within the limits set forth above. This will be paid in the employee's final paycheck.

Section 5. Vacation Pay Advance

If a regular payday falls during an employee's vacation, he/she may receive his/her vacation pay in advance, provided he/she has requested such advance payment one (1) week prior to the last payday preceding the start of his/her vacation.

ARTICLE XV INSURANCE AND PENSION

Section 1. Medical Insurance

Full-time employees are eligible for health insurance. See APPENDIX B attached. Current coverage is indicated by an X in the square next to the benefit in effect. The employee's cost for any prescription would be ten dollars (\$10.00). The Employer will continue a ten dollar (\$10.00) reimbursement for name brand drugs. The

ninety (90) day mail order prescription drug rider (MOPD) is still available, and employees are encouraged to utilize this benefit whenever possible.

Each eligible employee shall pay for health insurance coverage, on a monthly basis, the following:

| | |
|------------|---------|
| Single | \$20.00 |
| Couple | \$25.00 |
| Family | \$30.00 |
| Each Rider | \$30.00 |

Section 2. Provisions of Insurance Plans

No matter respecting the provisions of any of the insurance programs set forth in this Agreement, other than the payment of premiums, shall be subject to the Grievance Procedure established under this Agreement.

Section 3. Selection of Insurance Carriers

The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains substantially equivalent. The Union shall be notified ten (10) days prior to any change.

Section 4. Continuation of Benefits

Notwithstanding any contrary provision in this contract, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on an unpaid leave of absence, layoff, retire, or are otherwise terminated. If any employee is on a paid sick leave (including Employer provided disability payments), the Employer agrees to continue its premium payment, and the employee shall continue his/her premium payment during the time the employee is on paid sick leave. (Worker's Compensation leave is covered elsewhere in this Agreement.)

Section 5. Payment in Lieu of Health Insurance

An employee who is covered as a dependent on a spouse's or parent's hospitalization policy may choose not to be covered by the medical insurance provided by the County. The decision to waive coverage can only be made once per calendar year. A waiver agreement, provided by the Employer, must be signed by the employee.

In the event the employee elects not to be covered by such medical insurance, the employee shall receive the following amount which represents the premium which would have been paid on their behalf by the Employer, as a salary supplement or in a deferred compensation plan. Payment shall be made on a monthly pro-rata basis.

| | |
|-------------------|---------------------|
| Couple Subscriber | \$2,142.00 per year |
| Family Subscriber | \$2,374.00 per year |

The employee may elect in writing to be paid a lump sum on an annual basis after the year the employee would have received the monthly pro rata payments. Such written notice to the Employer must be made on a timely basis. If the employee leaves employment prior to that time, he/she will be paid a pro rata amount to the date of termination.

If a spouse also works for the County, or any of its departments, or any courts, there shall only be one health insurance coverage for the employees, and such employee(s) must make an election as to who will be primary insured. If the employee's spouse is covered under a labor contract that does not permit the above, then the employee covered by this contract cannot be primary insured. Further, such employees shall not receive the above-referenced payment in lieu of health insurance.

Employees assume all risks if they want to later re-enroll. Employees assume any potential risks as to not being covered for "pre-existing" illness or injuries by the insurance carrier and are subject to any open enrollment periods.

Section 6. Retiree Medical Insurance

Effective July 1, 2003, those employees with twenty-five (25) years of continuous service with Kalkaska County and at the age of fifty-five (55) will be provided medical coverage in effect at the time of their retirement for employees only coverage. There will be a cap of five hundred dollars (\$500.00) that the County will pay for retiree medical insurance monthly.

Effective July 1, 2003, those employees with fifteen (15) years continuous service with Kalkaska County and who attained the age of sixty (60) will be provided medical coverage in effect at the time of their retirement. This coverage will be based on a 50/50 co-pay between the Employer and the employee with a cap of two hundred fifty dollars (\$250.00) that the County will pay for retiree medical insurance monthly.

Group rates will be made available in the following circumstances:

- A. The employee continues coverage after they are eligible for Medicare.
- B. The employee desires coverage for spouse and/or dependent.

The above coverage (A and B) will be paid one hundred percent (100%) by the employee.

In addition, for retirees ages sixty-five (65) and older, supplemental group coverage (supplemental to Medicare) will be available at group rates for the supplemental coverage only, at one hundred percent (100%) cost expense to the retiree, provided that the retiree makes satisfactory arrangements to remain current at all times on all premium obligations.

Section 7. Life Insurance

Full-time employees will be eligible for Fifteen thousand dollars (\$15,000) Life and Accidental Death and Dismemberment Insurance, effective the first month following the completion of their benefit qualification period.

Section 8. Pension

Effective after ratification of this contract, employees, including regularly scheduled part-time employees will receive the MERS B-4 F 55/25 retirement plan. The employee-paid contribution will be two percent (2%). If any other non 312 eligible bargaining unit reduces to an employee contribution of less than 2% then this bargaining unit will also go to the lesser percentage. All new hires after ratification of this contract will be enrolled into the MERS Hybrid retirement plan

The parties agree to reopen this Agreement to negotiate this benefit. The Union will submit a written request sixty (60) days in advance to the Employer for this re-opener.

ARTICLE XVI
WAGES

See appendix A for wages and classifications.

ARTICLE XVII
NAME AND ADDRESS CHANGES

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE XVIII
CAPTIONS

The captions used in each Article or Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE XIX
NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union, shall meet within fifteen (15) calendar days from the receipt of the Union notice to negotiate any changes which might be required. If the parties are unable to agree on the rate after negotiations and MERC mediation, the Employer may implement its last best offer.

The current classification schedule appears in Appendix C.

ARTICLE XX
PERSONNEL POLICIES

The Employer reserves the right to establish, publish and change from time to time personnel policies, including reasonable rules and regulations governing the conduct of its employees; provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

ARTICLE XXI
SEPARABILITY

If any Section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at mutually satisfactory replacement.

ARTICLE XXII
SEVERE WEATHER

In severe weather situations, such as blizzards, where the Chairperson of the Board declares the buildings to be closed, the employee will be paid for the day or the balance of the day when the closing is ordered. The Chairperson or their designee shall contact the local radio and/or television station(s) to request an announcement of the building closing.

ARTICLE XXIII
SUPPLEMENTARY EMPLOYMENT

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

- A. That the additional employment must in no way conflict with the employee's hours of employment, or conflict in any way with satisfactory and impartial performance of his/her duties.
- B. The department head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- C. That the employee keep the department head or immediate supervisor informed of contemplated changes in his/her supplemental employment.
- D. If the Employer requires an employee to terminate his/her supplemental employment and that decision is reversed under the Grievance Procedure, there shall not be any liability on the Employer for lost income from the employee's supplementary employment.

ARTICLE XXIV
MILEAGE

An employee authorized and required to use his/her personal automobile on Employer business shall be reimbursed mileage at a rate to be determined from time to time by the Board of Commissioners.

ARTICLE XXV
SUBCONTRACTING

Notwithstanding any other contrary provision in this contract, the Board of Commissioners reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board of Commissioners, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial, to have the work performed by others. Prior to subcontracting bargaining unit work, the Board of Commissioners shall provide fifty (50) calendar days' notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representative(s) shall meet with Union officials to discuss the proposed subcontracting within the above fifty (50) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the third week after being laid off, then under such circumstances, the Board shall provide two (2) weeks' severance pay to that employee(s), provided that the employee is not receiving unemployment benefits during that time. In addition, if an employee is laid off and their work subcontracted as noted above, the Employer will pay its portion of health insurance coverage for thirty (30) days from the date of layoff if the employee pre-pays his/her portion of that insurance to the Employer.

The Board shall not lay off employee(s) who work for elected officials, who are signatories to this contract, and subcontract out the work of that laid off employee(s) unless the elected official agrees to same.

ARTICLE XXVI
STEWARDS

A. The Employer recognizes the right of the Union to designate two (2) Stewards and one (1) Alternate. The Alternate Steward may exercise the functions of a Steward only when the Steward is absent. Further, only one (1) Steward can act on a matter under the terms stated hereunder at any one time.

The authority of the Steward and Alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

B. The Union agrees that the Steward and Alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. The Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that the investigation shall be performed with a minimum of interference with work assignments and loss of working time.

Notwithstanding the above, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from the department head or immediate supervisor. The department head or immediate supervisor may require the Steward to present such grievance or grievances during other than working hours in the event that the department head or immediate supervisor believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

C. The Union will furnish the Employer, in writing, with the names of its Steward and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE XXVII BARGAINING COMMITTEE

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

B. The employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. The employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. The employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.

ARTICLE XXVIII PYRAMIDING OF PREMIUM PAY

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE XXIX WORKER'S COMPENSATION

Employees are covered by Workers' Compensation insurance. Each employee shall report on-the-job injury to the department head or immediate supervisor immediately, if possible, and under no circumstances, later than the end of the same day on which the injury occurred. Employees being paid Workers' Compensation payments shall have their health insurance premiums paid for by the Employer for ninety (90) days. After the ninety (90) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on Worker's Compensation, such as but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

ARTICLE XXX GENDER

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and vice versa, unless the context clearly requires otherwise.

ARTICLE XXXI PAST PRACTICE

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

ARTICLE XXXII
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in the Grievance Procedure contained hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE XXXIII
GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES; WORK ASSIGNMENTS; SUPERVISORS DOING BARGAINING UNIT WORK

Section 1. Grant Funded Positions

The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the state, federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, co-op students, JTPA persons, Green Thumb, social service referrals, Youth Corp., prisoner work release persons, etc. Also, the Employer may use jail inmates to do bargaining unit work. Such persons shall not be covered by this contract, and they shall not be used to replace, displace, or reduce the non-overtime hours of bargaining unit employees.

Section 2. Temporary Employees

The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. A temporary employee is an employee hired for not more than one hundred eighty (180) days in duration during a twelve (12) month period. Temporary employees will not be covered by the terms of the contract. However, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees.

Section 3. Work Assignments

The Employer may require an employee to work in any position or classification or to perform any duties. This includes but is not limited to temporarily filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absence due to leave of absences, or for any other reasons. Employees working in a higher classification exclusively for more than eight (8) consecutive hours shall be paid, starting the ninth (9th) hour, at the higher classification rate which is closest to their current rate, but which results in an increase in pay. The parties recognize that some job classifications overlap in duties and that some employees working in a lower classification may be performing some work of a higher classification. Those employees are not entitled to be paid at the higher rated classification.

Section 4. Supervisors Doing Bargaining Unit Work

Supervisors may perform bargaining unit work at any time.

ARTICLE XXXIV
RECLASSIFICATION/UPGRADE

Section 1.

An existing position may be reclassified/upgraded to more accurately reflect the current duties and responsibilities being performed by the employee. Such reclassification/upgrade may not result in a pay increase.

Section 2.

If additional duties are added to an existing position, increasing the level of difficulty and/or responsibilities of the position, the employee and/or the department head may file a request for reclassification or upgrade with the personnel committee. A new job description and an explanation of the request for the reclassification/upgrade shall be attached. The request shall be signed by the employee and/or department head. A meeting with the personnel committee and the employee and/or department head will be scheduled within thirty (30) days of filing the request. A written recommendation, signed by the personnel committee, shall be given to the employee and/or department within five (5) working days of said meeting.

Section 3.

Pursuant to the meeting with the personnel committee, the request shall be taken, by the personnel committee, to the Board of Commissioners at their next meeting immediately following the committee meeting. The concerned parties, the Union representative, if requested, and the County Controller may attend the Board of Commissioners' meeting to discuss the request if necessary.

Section 4.

The matter shall be decided by the Board of Commissioners at the above referenced meeting, unless conditions warrant an extension of time for the decision. If an extension of time is required, it shall be no later than the next regularly scheduled Board meeting. Employees and department heads shall be notified of the decision, in writing, by the Board of Commissioners, within five (5) working days of the date of said decision. The determination of the Board of Commissioners shall be final and binding on all the parties.

ARTICLE XXXV
DURATION

Upon execution by the parties, this Agreement shall be in full force and effect with an effective date of January 1st, 2009. It shall continue until the 31st of December 2011. Not earlier than one hundred twenty (120) days prior to the expiration of the contract on December 31st, 2011 either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and time to negotiate.

Chairperson, Kalkaska County Board of Commissioners

Date

Kalkaska County Treasurer

Date

Kalkaska County Clerk

Date

Kalkaska County Register of Deeds

Date

Kalkaska County Prosecuting Attorney

Date

Kalkaska County Sheriff

Date

Teamsters Local 214 Business Representative

Date

Teamster Local 214 Steward

Date

Teamster Local 214 Steward

Date

APPENDIX A
HOURLY RATE AND CLASSIFICATION SCALE

JANUARY 1, 2009

| | START | THREE MONTHS | ONE YEAR | TWO YEARS | THREE YEARS | SEVEN YEARS | THIRTEENTH YEAR | FIFTEENTH YEAR |
|---------|-------|--------------|----------|-----------|-------------|-------------|-----------------|----------------|
| CLASS 1 | 9.47 | 9.91 | 10.33 | 11.05 | 11.71 | 12.33 | 12.59 | 12.84 |
| CLASS 2 | 9.70 | 10.13 | 10.51 | 11.25 | 11.89 | 12.52 | 12.77 | 13.03 |
| CLASS 3 | 10.48 | 10.90 | 11.34 | 12.11 | 12.79 | 13.42 | 13.68 | 13.93 |
| CLASS 4 | 10.71 | 11.10 | 11.57 | 12.33 | 13.02 | 13.64 | 13.89 | 14.15 |
| CLASS 5 | 10.80 | 11.21 | 11.67 | 12.43 | 13.17 | 13.78 | 14.04 | 14.29 |
| CLASS 6 | 15.29 | | | | | | | |

JANUARY 1, 2010

| | START | THREE MONTHS | ONE YEAR | TWO YEARS | THREE YEARS | SEVEN YEARS | THIRTEENTH YEAR | FIFTEENTH YEAR |
|---------|-------|--------------|----------|-----------|-------------|-------------|-----------------|----------------|
| CLASS 1 | 9.71 | 10.16 | 10.59 | 11.33 | 12.00 | 12.64 | 12.90 | 13.16 |
| CLASS 2 | 9.94 | 10.38 | 10.77 | 11.53 | 12.19 | 12.83 | 13.09 | 13.36 |
| CLASS 3 | 10.74 | 11.17 | 11.62 | 12.41 | 13.11 | 13.76 | 14.02 | 14.28 |
| CLASS 4 | 10.98 | 11.38 | 11.86 | 12.64 | 13.35 | 13.98 | 14.24 | 14.50 |
| CLASS 5 | 11.07 | 11.49 | 11.96 | 12.74 | 13.50 | 14.12 | 14.39 | 14.65 |
| CLASS 6 | 15.67 | | | | | | | |

JANUARY 1, 2011

| | START | THREE MONTHS | ONE YEAR | TWO YEARS | THREE YEARS | SEVEN YEARS | THIRTEENTH YEAR | FIFTEENTH YEAR |
|---------|-------|--------------|----------|-----------|-------------|-------------|-----------------|----------------|
| CLASS 1 | 9.95 | 10.41 | 10.85 | 11.61 | 12.30 | 12.96 | 13.22 | 13.49 |
| CLASS 2 | 10.19 | 10.64 | 11.04 | 11.82 | 12.49 | 13.15 | 13.42 | 13.69 |
| CLASS 3 | 11.01 | 11.45 | 11.91 | 12.72 | 13.44 | 14.10 | 14.37 | 14.64 |
| CLASS 4 | 11.25 | 11.66 | 12.16 | 12.96 | 13.68 | 14.33 | 14.60 | 14.86 |
| CLASS 5 | 11.35 | 11.78 | 12.26 | 13.06 | 13.84 | 14.47 | 14.75 | 15.02 |
| CLASS 6 | 16.06 | | | | | | | |

Appendix B

INSERT BCBS AGREEMENT HERE

AND PRIORITY HEALTH AGREEMENT HERE

Appendix B (as referenced in Article XV, Sec. 1)
A synopsis of coverage now in effect.

Deductible: \$500.00 (Individual)\$1,000 (Family)
Co-Pay: 20%
Maximum Stop Loss (Deductible Limits): \$1,500/\$3,000
Prescription: \$10/\$40
Mail Order: \$20/\$80
Office Visit Co-Pay: \$10
Preventative Care: \$500
Dental: FS 50/50/50/800
Vision: FS VSP 24/24/24
Additional: (Birth Control – Covered)

Cadillac Insurance to be the third-party administrator for the program. The eligible employee will be reimbursed down to the pre-existing deductibles through the third-party administrator. The procedure for reimbursement has been implemented.

APPENDIX C
CLASSIFICATION SCHEDULE

MAY 14, 2003

Revised December 12th, 2006

| <u>Classification</u> | <u>Position</u> |
|-----------------------|---|
| 1 | NEW HIRE ENTRY POSITION RECYLING WORKER |
| 2 | ANIMAL CONTROL CLERK CUSTODIAN EMERGENCY SERVICE COORDINATOR VETERAN'S SERVICE OFFICER |
| 3 | COUNTY CLERK III EQUALIZATION CLERK III EQUALIZATION NUMBERING COORDINATOR MSU EXTENSION CLERK PROSECUTOR CLERK III PROSECUTOR CRIME VICTIM ADVOCATE RECYCLING CENTER ATTENDANT TREASURER CLERK III REGISTER OF DEEDS CLERK III BUILDING INSPECTOR CLERK III |
| 4 | COUNTY CLERK DEPUTY COUNTY TREASURER DEPUTY REGISTER OF DEEDS DEPUTY EQUALIZATION DESCRIPTION SPECIALIST MSU EXTENSION OFFICE MANAGER PROSECUTOR CHILD SUPPORT COORDINATOR ASSISTANT ZONING ADMINISTRATOR/ZONING SECRETARY |
| 5 | EQUALIZATION APPRAISER PROSECUTOR'S SECRETARY PUBLIC WORKS LABORER |
| 6 | BUILDING INSPECTOR ELECTRICAL INSPECTOR MECHANICAL INSPECTOR PLUMBING INSPECTOR |