

**AGREEMENT**

RECEIVED AUG 10 2011

This Agreement entered into as of the date of its execution by and between the County of Luce, the Luce County Treasurer, the Luce County Clerk, and the Luce County Register of Deeds, hereafter referred to as the Employers and Luce County Courthouse Chapter of Local 2530 affiliated with Michigan A.F.S.C.M.E. Council #25 AFL-CIO, hereafter referred to as the Union.

**Witnesseth:**

The general purpose of this Agreement is to set forth the conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

**ARTICLE 1. RECOGNITION**

**Section 1:** Pursuant to and in accordance with the application provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representatives for all regular full-time and regular part-time clerks, secretaries, Deputy Treasurer, Deputy Register of Deeds, Deputy Clerk, 4H Program Administrator, office assistants, legal assistants, Circuit Court clerk, and custodians, but excluding all irregular part-time, temporary or seasonal employees, elected officials, supervisors, and all other employees of the Employer.

**Section 2:** It is specifically recognized that except as specifically provided in this Agreement, employees shall not be allowed to engage in Union activities during work hours or while on the Employer's premises.

**ARTICLE 2. MANAGEMENT RIGHTS**

**Section 1:** The Employer hereby retains and reserves unto their-selves without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically limited or abrogated by the terms and provisions of this Agreement, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- (a) to manage its affairs efficiently and economically, including the

determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation, except for items specifically mentioned in this Agreement.

- (b) To introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment to be purchased.
- (c) The unrestricted right to subcontract or secure auxiliary or volunteer workers to perform bargaining unit work when it, in its sole discretion, deems same necessary.
- (d) To determine the number, location, and type of facilities and installations.
- (e) To determine the size of the work force and increases or decreases in its size.
- (f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or the work day.
- (g) To permit other employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Employer, this is necessary.
- (h) To direct the work force, assign work and determine the number of employees assigned to operations.
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications.
- (j) To determine lunch, rest periods and cleanup times, the starting or quitting time and the numbers of hours to be worked.
- (k) To establish work schedules, including shift hours, rotations, days off and shift assignment.
- (l) To discipline and discharge employees.
- (m) To adopt, revise and enforce working rules and carry out cost and general improvement programs.
- (n) To transfer, promote and demote employees from one classification, department or shift to another.
- (o) To select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform available work and to periodically evaluate employees' job performance.

**Section 2:** It is understood and agreed that the nature of employment with the Employer dictates that the department head or supervisory personnel have in the past and can in the future perform any and all bargaining unit tasks and work assignments whether employees are on layoff status, or whether the work performed by the supervisor or department head would deprive the employee of regular work or overtime work. Likewise, in those departments where more than one job classification exists, the

department head shall have the right to temporarily transfer employees within the department, within the bargaining unit, irrespective of their seniority status, from one job classification to another as the need arises. It is understood and agreed that any employee within the department temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he/she is temporarily transferred, but shall retain his/her seniority in the permanent classification from which he/she was transferred.

### **ARTICLE 3. GRIEVANCE PROCEDURE**

**Section 1:** A grievance shall be defined as any dispute regarding meaning, interpretation, application or alleged violation of the terms and provisions of the Agreement.

**FIRST STEP:** An employee who has a grievance must submit the grievance orally to his or her department head within three (3) regularly scheduled working days after the occurrence of the event upon which the grievance is based or within three (3) regularly scheduled working days of when the grievance is based or within three (3) regularly scheduled working days of when the employee should have reasonably known of the event. The department head shall give the employee an oral answer to the grievance with forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented. If the matter has not been settled at this point and is to be processed further, the grievance must be reduced to writing, stating the facts upon which it is based, when they occurred, specifying the section of the contract which allegedly has been violated, must be signed by the employee and two (2) copies thereof must be presented to the department head within three (3) regularly scheduled working days after the day upon which the employee received the oral answer from the department head. The department head shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Employer's copy of the grievance form and sign the same.

**SECOND STEP:** If the grievance has not been settled in the First Step and is to be appealed to the Second Step, such notice of appeal must be given to the department head within five (5) regularly scheduled working days after the receipt by the employee of the department head's First Step answer. The department head shall promptly forward a copy of the grievance and notice of appeal to the County Clerk. The grievance reaching this Step shall be considered at a meeting between the Union's representatives and a representative or representatives of the County and department involved, which meeting shall be held no longer than ten (10) regularly scheduled working days from the time the appeal was taken to this Step. The County shall give the Union's representative a written Second Step answer within five (5) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the County and the Union.

**THIRD STEP:** If after receipt of the Second Step answer, the grievance has not been satisfactorily settled, either party shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then pertaining, provided such submission is made within thirty (30) calendar days after receipt of the Second Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Union and not subject to further grievance. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in the Agreement, establish any new salary rate or plan that it is not consistent with this Agreement, or rule on any provisions of the pension plan or insurance policy, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator in his/her judgment to sustain, reverse or modify any alleged unjust discipline that may reach this step of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator shall be paid by the party who loses the arbitration. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses shall be borne by the party incurring such expense.

**Section 2:** If a grievance which has not been settled at any Step of the Grievance Procedure and is not appealed by the Union to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. If the grievance is not answered by the Employer within the time limit specified for such answer at any Step of the Grievance Procedure, such grievance shall automatically be advanced to the next Step of the Grievance Procedure. It is understood and agreed that by mutual agreement between the Employer and the Union any time limit herein specified may be extended.

**Section 3:** A Union representative shall be permitted to present grievances as provided in the Second Step of the Grievance Procedure without loss of pay.

**Section 4:** Whenever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding nonworked holidays specified herein.

#### **ARTICLE 4. STRIKES & LOCKOUTS**

**Section 1:** The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or employees shall not engage in concerted activities calculated

to influence elected officials, such as picketing private homes or businesses.

**Section 2:** Individual employees or groups of employees, who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1 above may be disciplined or discharged at the sole discretion of the Employer.

#### **ARTICLE 5. SPECIAL CONFERENCE**

**Section 1:** Special conferences for important matters will be arranged between the Chapter Chairperson and the Employees or its designated representative upon the request of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time, the conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreeable time between the Employer and the Union. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

**Section 2:** The union representative may meet on the Employer's property for at least one-half hour immediately preceding the conference.

#### **ARTICLE 6. DISCHARGE AND SUSPENSION**

**Section 1:** (a) Notice of Discharge or Suspension: The Employer agrees, promptly upon the discharge or suspension of an employee, to notify in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the specific reason for the discharge or suspension.

(b) The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

**Section 2:** Appeal of Discharge or Suspension: Should the discharged or suspended employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to Step 2a of the grievance procedure. If Article 3 is used as a means of implementing the grievance procedure, said implementation shall take place within ten (10) working days of the discharge or suspension.

**Section 3:** Use of Past Record: In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor prior infractions which occurred more than 2 years previously. Major (Article 33 or Article 35 Section 1 offenses) prior infractions may be used for up to 4 years.

## **ARTICLE 7. UNION SENIORITY**

**Section 1:** Seniority shall be defined as an employee's length of continuous full-time, non-seasonal or temporary employment by the Employer since the employee's last hiring date. "Last hiring date" shall mean the date upon which date an employee first reported for work at the direction of the Employer since which such employee has not quit, retired or been discharged. Department seniority shall start from the date an employee last entered the department as a regular full-time employee. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or layoffs, except as hereinafter provided.

**Section 2:** All new employees shall be probationary until they have actually worked nine hundred ten (910) hours for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes necessary to qualify such person for permanent regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or discharged at the sole discretion of the Employer. During the probationary period an employee may be discharged without recourse to the Grievance Procedure. At the conclusion of an employees' probationary period, the employee's length of continuous service with the Employer shall start from such employee's last hiring date.

**Section 3:** An employee's seniority and employment shall terminate:

- (a) if he or she quits or is discharged;
- (b) if, following a layoff, he or she fails or refuses to notify the department head of his or her intention to return to work within ten (10) calendar days after a written notice, sent by certified mail, of such recall is sent to his or her address on record with the Employer or having notified the department head of his or her intention to return fails to do so within twenty (20) calendar days after such notice is sent;
- (c) he or she is absent for two (2) consecutive regularly scheduled working days without notifying the department head prior to or within such two (2) day period of a justifiable reason for such absence;
- (d) When he or she has been laid off for a period of twelve (12) or more consecutive months.
- (e) When for any reason the employee has not worked for 24 consecutive months or a time equal to their most recent hired length of service whichever is less.

## **ARTICLE 8. LAYOFFS**

**Section 1:** When, in the judgment of the Employer, it becomes necessary to reduce the number of employees in any department within the unit, probationary employees within the department being reduced shall be laid off first. Next regular part-time employees within the department being reduced will be laid off, provided always that the remaining employees have the present skills and ability to perform available work without trial or training. Thereafter, if it is necessary to further reduce the number of employees, employees shall be removed on the basis of their department seniority, provided always that the remaining employees have the present skills and ability to perform available work without trial or training. Employees removed from a department shall have no right to enter another department.

## **ARTICLE 9. RECALL**

**Section 1:** When recalling employees to work following a layoff, the senior employee in the department on layoff status who can satisfactorily perform the available work without trial or training will be the first recalled to work. If, under this Section, there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

## **ARTICLE 10. JOB POSTING & BIDDING PROCEDURES**

**Section 1:** All vacancies and/or newly created positions within the bargaining unit shall be posted within thirty (30) working days of the date the vacancy occurs. All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of seven (7) working days, setting forth the minimum requirements for the position and whether or not testing will be necessary to verify minimum requirement, in a conspicuous place on bulletin boards in his/her building. Employees interested shall apply, in writing, within the seven (7) working days posting period. The qualified applicant with the greatest seniority shall be given the job. The senior employee applying for the position who meets the minimum requirements shall be granted up to a two (2) week trial period to determine:

- 1 - his/her ability to perform the job
- 2 - his/her desire to remain on the job

**Section 2:** The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee and his/her steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure. The Employer shall furnish the Chapter Chairperson with a copy of the list of those employees who applied for the job and thereafter notify the Union's

Chapter Chairperson as to who was awarded the job.

**Section 3:** It is understood that if, in the judgment of the department head, there are no employees who satisfy the requirements for vacant jobs, new employees shall be hired therefore.

## **ARTICLE 11. SENIORITY LIST**

**Section 1:** Seniority shall not be affected by the age, race, sex, marital status, or dependents of the employee.

**Section 2:** The seniority list on the date of this Agreement will show the date of hire, names and job titles of all employees of the Union entitled to seniority.

**Section 3:** The Employer will keep the seniority list up to date at all times and will provide the Chapter Chairperson with up-to-date copies upon request.

## **ARTICLE 12. DUES CHECK OFF**

**Section 1:** The employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, provided that the employee has given written authorization for said deduction. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.

**Section 2:** Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and bylaws of the local Union. Each employee and the Union hereby authorize the employer to rely upon and to honor certifications by the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.

**Section 3:** The Employer agrees to provide this service without charge to the Union.

**Section 4:** The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.



## **ARTICLE 13. REPRESENTATIVE FEE CHECK OFF**

**Section 1:** The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix C), provided that said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of the contract. The termination notice must be given to both the Employer and the Union.

**Section 2:** The amount of such representation fee will be determined as set forth in Article XIII of this contract.

**Section 3:** The Employer agrees to provide this service without charge to the Union.

## **ARTICLE 14. HOLD HARMLESS**

**Section 1:** The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Union Security, Dues Check-Off and Representation Fee Check-Off provisions.

## **ARTICLE 15. REMITTANCE OF DUES & FEES**

**Section 1:** When Deductions Begin: Check-off deductions under all properly executed authority for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

**Section 2:** Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated Officer of the Union, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5<sup>th</sup>) day of the month following in which they were deducted.

**Section 3:** The Employer shall additionally indicate the amount deducted and notify the Local #2530 Treasurer of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance dues.

## **ARTICLE 16. LEAVES OF ABSENCE**

**Section 1:** Leaves of absence without pay for periods of not to exceed 365 days will be applied for in writing on an application form supplied by the Employer, by the employee to his supervisor; such request shall contain the duration requested and such leave

shall be granted, in writing, without loss of seniority for:

- 1 - Illness leave (physical or mental); and
- 2 - Prolonged illness in the immediate family.

Where said illness prevents the employee from working, such leave may be extended for like cause for a maximum of up to 365 additional days but such added time is at the Employer's sole discretion.

Employees shall accrue seniority while on leave of absence granted by the provisions of this agreement, and shall be returned to the position they held at the time the leave of absence was granted, or to the position to which his/her seniority entitles him/her, provided he/she meets the minimum qualifications of the position.

The employee shall supply the Employer with a certification from a physician of the necessity for any such absence. The Employer may request additional medical certification at any time during said period to substantiate the necessity for continued leave. Employees may use accumulated paid sick leave during this medical leave if allowable under the sick leave provision.

#### **ARTICLE 17. FUNERAL LEAVE, CHILD CARE, UNION FUNCTION**

**Section 1:** An employee shall be allowed three (3) consecutive working days with pay as funeral leave not to be deducted from sick leave, comp time, personal time, or at the employee's request for "lost time" for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, brothers, sisters, step-brothers, step-sisters, wife or husband, son or daughter, step-children, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, to be deducted from sick time, comp time, personal time, or at the employee's request "lost time".

**Section 2:** Under the Family and Medical Leave Act an employee may request a child care leave of absence without pay.

**Section 3:** Members of the Union selected to attend a function of the Union shall be allowed three (3) days per year without pay to attend each function. No more than one (1) employee shall be allowed said time off at any one time.

**Section 4:** Said employee shall be allowed to participate in the medical, life, and dental insurance provided the premiums are paid by the employee in advance of the established due date of said premium.

#### **ARTICLE 18. SICK LEAVE**

**Section 1:** Effective with the initial date of employment, every employee shall be granted one (1) work day sick leave allowance for each completed calendar month of service with a maximum accumulation of ninety (90) days (six hundred thirty (630) hours. Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness, pregnancy, injury, when quarantined, or in the event of serious illness or death in the employee's immediate family. The immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brothers, sisters, current parents-in-law, grandparents and grandchildren. All foreseeable leaves for such purposes shall required specific prior approval of the department head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for two (2) consecutive days or less unless the employee has been notified in writing about excessive use or abuse of sick leave. Following use of sick leave in excess of five (5) consecutive working days, a supervisor shall require a medical certification of fitness to work at the time an employee returns to work. Employees shall use sick leave when absenting themselves from work for doctor or dentist appointments.

- (a) An employee or member of his/her family shall notify his/her supervisor at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he/she is going to be absent. If an employee has a member of his/her family notify the supervisor that he/she is going to be absent for reasons covered under Section 1 above, it is expressly understood that he/she is responsible for that call as if he/she had made the call himself or herself.
- (b) In order to accumulate sick leave for any given month, the employee must actually work one hundred five (105) hours or more in said month. Vacation hours taken shall count as hours worked for purposes of this requirement.
- (c) An employee who makes a false claim for paid sick leave, shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
- (d) An employee shall not be eligible for sick leave if his/her illness or injury is attributable to causes stemming from his or her employment or work in the service of another employer or while acting in the capacity of a private contractor to another party.
- (e) If an employee retires, pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty percent (50%) of his/her accumulated sick leave credits up to a maximum of forty-five (45) days accumulation (three hundred fifteen (315) hours). If an employee is discharged, is laid off, or quits, he/she shall not be entitled to payment of any portion of his/her accumulated unused sick leave.
- (f) Regular part-time employees, working twenty (20) or more hours per week, shall accumulate sick leave credits in proportion to the number of

hours employed in relation to regular full-time employees.

#### **ARTICLE 19. PERSONAL LEAVE**

**Section 1:** Each regular full-time employee shall be entitled to four personal leave days per calendar year with pay. In order to be eligible to receive these personal leave days each employee must have completed their probationary period, must have given their department head reasonable advance notice of the day they wish to take said personal leave and must have received the approved prior advance notice of their leave by their department head.

#### **ARTICLE 20. JURY DUTY**

**Section 1:** An employee who reports for jury duty will receive their regular pay and will turn in his/her jury duty check to the County Treasurer. If the jury duty is for Federal or Tribal Court the employee may keep the mileage portion of the jury pay.

#### **ARTICLE 21. HOURS OF WORK**

**Section 1:** The normal hours of work for employees in this bargaining unit shall average thirty-five (35) hours per week. The normal work day shall be seven (7) hours, Monday through Friday, from 8:00 a.m. to 4:00 p.m.. It is expressly understood and agreed that the afore-cited hours for employees within the bargaining unit are merely a guide to normal starting and quitting times, and are in no way to be construed as a guarantee of hours per day or per week. It is expressly understood and agreed that the Employers may reduce the hours worked per day and/or the hours worked per week for some or all employees in lieu of a total layoff of some or all employees.

**Section 2:** Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the of the first half of their seven (7) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their seven (7) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Employees shall normally be entitled to a one (1) hour unpaid lunch period.

#### **ARTICLE 22. WAGES**

**Section 1:** The job classifications, rate ranges and incremental steps applicable thereto are set forth in **Appendix A** attached hereto and by this reference made a part hereof.

**ARTICLE 23. OVERTIME**

**Section 1:** When overtime is to be worked, the Employer will endeavor to give the employee involved reasonable advance notice, if possible. When it is necessary to work overtime, as determined by the immediate supervisor, it shall be a condition of continued employment that employee work the necessary overtime. Payment for overtime hours worked shall be in accordance with Federal and State laws.

**ARTICLE 24. HOLIDAYS**

**Section 1:** New Years Day                      Martin Luther King Day  
Washington's Birthday (3<sup>rd</sup> Monday in February)  
Good Friday full day                      Memorial Day  
Independence Day                      Labor Day  
Veteran's Day (Nov. 11)                      Thanksgiving Day  
Day After Thanksgiving                      General Election Day (Nov. - even numbered Years)  
Day before Christmas (24) Christmas Day  
Day before New Year's Day (31)  
Birthday (must be used within pay period of birthday)

shall be recognized as holidays and the Employer shall not normally schedule work on these days.

- (a) When any holiday falls on Saturday, it will be granted on Friday.  
When any holiday falls on Sunday, it will be granted on Monday.

**Section 2:** To be eligible for holiday pay, an employee must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is due to

- (1) the fact that his or her absence on such day or days occurred during his/her or regularly scheduled vacation
- (2) excused by the department head.

Employees on lay-off status or on workers compensation leave shall not be eligible for holiday pay.

**Section 3:** Holiday pay will be paid as follows: Permanent full-time employees working seventy (70) hours per pay period will receive pay for observed holiday, i.e. seven (7) hours pay. Part-time employees will receive pay for an observed holiday only if they are normally scheduled to work that day and only for the hours they would have worked.

**ARTICLE 25. VACATIONS**

**Section 1:** Regular full-time employees who have completed one (1) or more years of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth:

- (a) When an employee completes one (1) year of continuous service with the Employer since his/her last hiring date, he/she shall thereafter be entitled to five (5) days of paid vacation (thirty-five [35] hours of pay) provided he/she continues working for the Employer thereafter.
- (b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) but less than six (6) years of continuous service with the Employer shall be entitled to ten (10) days of paid vacation, i.e. seventy (70) hours.
- (c) Employees who, as of the anniversary date of their last hiring date, have completed six (6) but less than sixteen (16) years of continuous service with the Employer shall be entitled to fifteen (15) days of paid vacation, i.e. one hundred five (105) hours.
- (d) Employees who, as of the anniversary date of their last hiring date, have completed sixteen (16) or more years of continuous service with the Employer shall be entitled to twenty (20) days of paid vacation, i.e. one hundred forty (140) hours.

**Section 2:** In order to be eligible for vacation for any given year, a full-time employee must be physically present and work a minimum of twelve hundred (1200) hours during the year.

**Section 3:** If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date upon which he/she qualifies for such vacation with pay without having received the same, such employee will receive along with his/her final paycheck, the vacation pay for which he/she qualifies as of such anniversary date. If an employee is discharged prior to any anniversary date upon which he/she would have qualified for a vacation with pay, he/she will not be entitled to any portion of the vacation pay for which he/she would have qualified on such anniversary date. However, if an employee retires under the Employer's Pension Plan prior to such anniversary date, he/she shall receive a prorata share (as of the date of retirement) of the vacation pay for which he/she would have qualified as of the following anniversary date.

**Section 4:** The Department Head shall determine the number of employees who can be excused from the department for vacation purposes at any one time

**Section 5:** No vacation pay shall be paid in lieu of vacation.

**Section 6:** If two (2) or more employees request permission to take their vacation at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year,

preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written request for vacation time off. In the event an employee cancels his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

**Section 7:** Regular part-time employees shall be credited with paid vacation time in the same ratio as their hours worked as to regular full-time employment. Part-time employees must actually work seventy-five (75%) percent of the hours available to them during the year in order to qualify for a paid vacation.

## **ARTICLE 26. WORKERS COMPENSATION**

**Section 1:** Whenever an employee applies for worker's compensation, said employee may use sick leave until worker's compensation has been verified or until all accumulated sick leave has been used. In the event the employee decides to use sick leave during this period and worker's compensation is granted all sick leave used will be paid back to the Employer by the employee not accruing any sick leave until all days for which worker's compensation has been paid are deducted. However, the employee may not use more sick days than he/she has accumulated.

**Section 2:** If an employee from the time they last worked is drawing workers compensation weekly wage loss benefits payable from the last day of work, then the Employer agrees, in the same manner the Employer paid prior to the granting of the workers compensation weekly wage loss benefits, to pay the Employer portion of the premium for applicable medical insurance for a period of time not to exceed six months from the last day of work or the duration of the disability whichever is less. A retroactive award of weekly wage loss benefits shall only require the employer to reimburse the employee such portion of the health care premiums the employee actually paid to the employer for the employer's share of premiums for coverage with the employer during the six month period after the last day of work.

## **ARTICLE 27. LONGEVITY**

**Section 1:** Regular full-time employees who are actually employed on December 1st of a given year and who have actually worked 1400 or more hours during the year shall be entitled a single longevity payment at the rate of \$100.00 for each year of completed service. i.e. one (1) year - \$100.00; two (2) years - \$200.00. The longevity payment shall be made in the pay period immediately following December 1st of each year and shall not exceed \$1800.00 per employee notwithstanding years of service. .

**Section 2:** Regular part-time employees who are actually employed on December 1st of a given year and who have actually worked 1040 hours but less than 1400 hours during the year shall be entitled to a single longevity payment at the rate of \$60.00 for each year of completed service. I.e. one (1) year - \$60.00; two (2) years - \$120.00.

The longevity payment shall be made in the pay period immediately following December 1st of each year and shall not exceed \$1000.00 per employee notwithstanding years of service.

**Section 3:** For any employees hired after 7/1/2007 no longevity payments shall be made until they have completed three full years of employment.

#### **ARTICLE 28. COMPUTATION OF BENEFITS**

**Section 1:** All hours paid to an employee shall be considered as hours worked for the purpose of any of the benefits under this Agreement.

#### **ARTICLE 29. UNEMPLOYMENT COMPENSATION**

**Section 1:** Unemployment compensation insurance premiums as required by law will be paid by the Employer for all employees.

#### **ARTICLE 30. CONTRACTING & SUBCONTRACTING OF WORK**

**Section 1:** During the term of this Agreement, the Employer shall not contract out or subcontract any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit where said contracting or subcontracting would reduce the work force.

#### **ARTICLE 31. CONSOLIDATION OR ELIMINATION OF JOBS**

**Section 1:** The Employer agrees to notify the Union prior to any consolidation or elimination of jobs within seven (7) days in writing, and the Employer further agrees to meet with the Union if the Union shall request such a meeting, in order that the Employer might explain its reasons for such consolidation or elimination of jobs.

#### **ARTICLE 32. SUCCESSOR CLAUSE**

**Section 1:** This agreement shall be binding upon the Employer's successors, assignees, purchaser, leasee or transferees, whether such succession, assignment, or transfer is affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this agreement shall be binding upon the merged or consolidated Employer.

#### **ARTICLE 33. SEXUAL HARASSMENT**

**Section 1:** It is County policy that all employees are responsible for assuring that the workplace is free from sexual harassment. Because of the County's strong disapproval



of offensive or inappropriate behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

- (a) sexual advances towards another.
- (b) verbal or written communications to another of a sexual nature or comments of a nature which a reasonable person would interpret to be sexually suggestive or demeaning in nature.
- (c) physical conduct or touching of another which a reasonable person would interpret to be sexual in nature or purpose or sexually suggestive or demeaning in nature.
- (d) any other verbal or physical conduct of a sexually harassing nature.

**Section 2:** Any employee who has a complaint of sexual harassment at work by anyone including supervisors, co-workers, or visitors must bring the problem to the attention of responsible County officials. Employees may bring their complaint to their supervisor, or any County Commissioner. If the complaint involves someone in the employees' direct line of command, then the employee may go to another supervisor with the complaint or go directly to the next higher line of authority.

All complaints will be handled promptly and thoroughly investigated. Special privacy safeguards will be applied in handling sexual harassment complaints. All employees should be aware that the privacy of the charging party and the person accused of sexual harassment will be kept confidential as circumstances allow during the investigation.

**Section 3:** Sexual harassment during County employment will not be tolerated and any employee engaging in sexual harassment shall be disciplined up to and including discharge.

#### **ARTICLE 34. PERSONAL APPEARANCE & CONDUCT**

**Section 1:** It is expected that each employee will present a well-groomed appearance at all times and that their dress will be appropriate for the position held and in conformance with their department dress code, if any exist. Members of the public see employees as representing the County. Manners, attitude, personal grooming and appearance play an important role in formulating public opinion as to the quality of service. To that extent employees are expected to maintain a business-like appearance at all times and in all ways conduct themselves in a polite and professional manner. Employees who report for work dressed or groomed in a manner which the department head believes to be inappropriate shall be sent home without pay until they comply with the dress and grooming code required by the Department Head.

**ARTICLE 35. RULES OF CONDUCT**

**Section 1:** For violation of any of the following rules an employee shall be subject to disciplinary action up to and including discharge.

- (a) gross neglect of duty or refusal to comply with a Supervisor's instructions.
- (b) insubordination.
- (c) immoral or indecent conduct.
- (d) falsification of Employer's records including time-keeping records.
- (e) theft or intentional destruction of Employer's private property, a private party's property, the public's or another employee's property, removal of Employer's property from Employer's premises, equipment or facilities without authorization of the Employer.
- (f) sleeping on the job.
- (g) drinking, use, control or possession of any alcoholic beverage or controlled substance any time after reporting for work but before leaving at the end of the shift or work period, and/or on Employer's premises, facilities, or equipment, public or private property, and/or reporting to work while under any influence of alcoholic beverages or a controlled substance.
- (h) conviction of a felony while an employee of the Employer.
- (i) deliberate, negligent or careless conduct endangering the safety of himself/herself or others, including but not limited to the provoking, instigating or participation in a fight from the start of work until leaving at the end of shift or work period, or on/in the Employer's premises, facilities, or equipment, horseplay, etc.
- (j) abusive, insolent, threatening or coercive treatment of members of the public or a supervisor or another employee.
- (k) deliberate, negligent or careless failure to properly report safety violations, defective materials or equipment to the department head.
- (l) conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period, while driving Employer's vehicles.
- (m) absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Employer
- (n) suspension or loss of driver's license and/or obtaining a driving record which is the basis for an insurance carrier's recommendation to remove the employee from driving the Employer's equipment if a driver's license is required by the job duties.

- (o) deliberately concealing defective work
- (p) sabotage
- (q) permitting any person who is not an employee to enter the Employer's premises, facilities, equipment or to enter or ride in Employer's or the employee's vehicle while it is being used for and on behalf of the Employer without the expressed authorization of Management.
- (r) failure to be available for emergency call to duty or failure to respond to said call and/or work necessary overtime, including failure to have current address and a telephone number on file with the Employer where the Employee may be reached in case of emergency.
- (s) serious violation of a safety or environmental rule or safety practice.
- (t) unauthorized use of Employer's equipment, premises or facilities
- (u) possession and/or control of any device, object or substance which a reasonable prudent person would consider a weapon while in/on the Employer's premises, facilities, equipment or anytime after reporting for work but before leaving at the end of the shift or work period.
- (v) Any offense of equal magnitude to the above.

**Section 2:** For the commission of any of the following offenses, an employee shall receive a written warning. If an employee receives two (2) written warning notices, discipline notices and/or disciplinary action (including those contained in Section 1) for the same or different offenses within a period of twelve (12) consecutive months, upon commission of the third offense, such employees shall thereupon be subject to discharge.

- (a) late to work without an excuse acceptable to Management.
- (b) inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job site any time after reporting for work but before leaving at the end of the shift or work period without permission of supervisor.
- (c) smoking in unauthorized areas.
- (d) minor violation of a safety or environmental rule or safety practice
- (e) failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (f) creating or contributing to poor housekeeping in the buildings, equipment, on the Employer's premises, facilities, or public or private property anytime after reporting for work but before leaving at the end of shift or work period.
- (g) vending, soliciting or collecting contributions on the Employer's time, equipment, facilities or premises without written authorization.

- (h) posting, removing or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- (i) failure to attend meetings called during working hours by the Employer without an excuse acceptable to the Employer.
- (j) carelessness which necessitates the scrapping or repairing of Employer's equipment or property and/or that of a private party or the public.
- (k) failure to meet work assignment and/or quality standards or perform professional level work.
- (l) parking in unauthorized or restricted areas.
- (m) using a vehicle, piece of equipment or other property of the Employer for the benefit of one's self and/or any other person without the express consent of the Employer.
- (n) Any offense of equal magnitude to the above.

The commission of any of the above infractions in either Section 1 or Section 2 or any offense not listed of equal magnitude to the above will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of Management.

### **ARTICLE 36. INSURANCE**

**Section 1:** The Employer shall provide insurance as outlined in **Appendix B** or as modified under section 2 below. Each employee who is eligible for and has his/her health insurance coverage shall pay ten (10) per cent (%) of the monthly premium costs for employee, spouse, and/or family coverage.

**Section 2:** The Employer and the various Unions representing all health insurance covered employees shall form a health care committee. This committee shall meet during the term of this agreement at least annually to study health costs, to accept bids from other carriers, and for consideration of changes in insurance coverages. The committee shall consider new carriers, changes to deductibles and co-pays as necessary to keep future premium cost increases below the rate of inflation as published and used by the state treasurer for real property tax collections in the State of Michigan. The committee shall recommend to the Union and the Employer such changes as are necessary to accomplish this cost containment goal.

**Section 3:** Employees who elect not to take the Employer's medical insurance will receive in lieu of medical insurance one thousand dollars (\$1000.00) per year to be paid the last pay period in December of each year.

**Section 4:** Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may at retirement age, have the privilege of continuing the Employer sponsored health insurance or Medicare supplement coverage; provided that said employee is eligible TO BE COVERED under

the Medical policy. The employee must pay the group premium rate in effect, in advance, for said coverage. THE PRIVILEGE ENDS at such time as the employee and or their spouse or dependants attain the age of 65 years, or are eligible for Medicare benefits or other government medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employers group policy to be paid, in advance, by the employee at the rate established in accordance with the policy terms. The above privilege will be extended for those employees who, at retirement age, have completed 10 or more consecutive years of service with the Employer, immediately prior to retirement.

**Section 5:** Twenty thousand dollars (\$20,000.00) Life Insurance plus twenty thousand dollars (\$20,000.00) Accidental Death/Dismemberment while employed with Luce County; with the option to purchase spouse/children coverage.

### **ARTICLE 37. PENSION**

**Section 1:** The Employer shall continue its pension plan (B-4, 6 year vesting, FAC 3, E-2 and F-55/20) and contribute towards said plan in the same manner and under the same conditions as it did immediately prior to the execution of this Agreement. The Employee shall contribute 4.3% of gross payroll to the plan by deduction.

Section 2: Retirement or retired wherever used in this agreement means drawing a benefit monthly based on their years of service and their age from the pension plan.

### **ARTICLE 38. GENERAL**

**Section 1:** It is understood and agreed that each employee shall be required to abide by such rules of conduct as may be adopted by the Employer or the individual Department Heads. Employees and the Union shall be notified prior to the implementation of any new rule.

**Section 2:** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions 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 any provisions herein contained are so rendered invalid upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 3:** The employer shall reimburse employees who use their automobiles, at the instruction of the Employer, for County business at the rate set by the State of Michigan from time to time. Employees who are required to drive personal cars in performance of their duties shall purchase adequate car insurance from a reliable firm. Coverage shall include fire, theft, property damage of at least \$5,000.00, public liability of at least

\$50,000.00 to \$100,000.00. Policies should indicate that cars are used for business.

**Section 4:** Regular part-time employees working 21 or more hours per week shall accumulate pro rata vacation, sick leave and personal leave on the same basis as they did immediately prior to the execution of this agreement. Part-time employees working less than 21 hours per week shall not be entitled to fringe benefits.

**Section 5:** 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 the 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 in 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 they negotiated or signed this Agreement.

**Section 6:** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, personnel policy, arrangement and past practice heretofore existing.

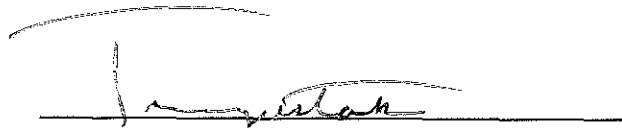
**ARTICLE 39. DURATION OF AGREEMENT**

**Section 1:** This Agreement shall become effective as of January 1, 2010 its execution and shall remain in full force and effect until 12:00 midnight, December 31, 2012 and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

Ashley Burch

Sean Conn 6-30-10

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**APPENDIX A CLASSIFICATIONS AND WAGES**

**Wage Reopener for 2011 and 2012**

Effective January 1, 2010

<b>Classification</b>	<b>Start</b>	<b>6 months</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>
Custodian Helper	9.83	10.01	10.19	10.35	10.54
Office Assistant	10.86	11.08	11.28	11.49	11.70
Equalization-911 Sec	11.81	12.05	12.29	12.54	12.76
Extension Secretary	11.81	12.05	12.29	12.54	12.76
Deputy-Register of Deeds	12.44	12.72	12.97	13.24	13.47
Custodian	12.44	12.72	12.97	13.24	13.47
Deputy Treasurer	13.16	13.47	13.78	14.07	14.37
Deputy Clerk-General Ledg.	13.16	13.47	13.78	14.07	14.37
Deputy Clerk-Payroll Clerk	13.83	14.23	14.61	14.98	15.36
Legal Assistant	12.13	12.89	13.26	13.41	13.65

Effective January 1, 2011

<b>Classification</b>	<b>Start</b>	<b>6 months</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>
Custodian Helper	9.88	10.06	10.24	10.39	10.59
Office Assistant	10.91	11.13	11.33	11.54	11.75
Equalization-911 Sec	11.86	12.10	12.34	12.59	12.81
Extension Secretary	11.86	12.10	12.34	12.59	12.81

Deputy-Register of Deeds	12.49	12.77	13.02	13.29	13.52
Custodian	12.49	12.77	13.02	13.29	13.52
Deputy Treasurer	13.21	13.52	13.83	14.13	14.42
Deputy Clerk-General Ledg.	13.21	13.52	13.83	14.13	14.42
Deputy Clerk-Payroll Clerk	13.88	14.28	14.66	15.03	15.41
Legal Assistant	12.18	12.94	13.31	13.46	13.70

Effective January 1, 2012

<b>Classification</b>	<b>Start</b>	<b>6 months</b>	<b>1 year</b>	<b>2 years</b>	<b>3 years</b>
Custodian Helper	9.93	10.11	10.29	10.44	10.64
Office Assistant	10.96	11.18	11.38	11.59	11.80
Equalization-911 Sec	11.91	12.15	12.39	12.64	12.86
Extension Secretary	11.91	12.15	12.39	12.64	12.86
Deputy-Register of Deeds	12.54	12.82	13.07	13.34	13.57
Custodian	12.54	12.82	13.07	13.34	13.57
Deputy Treasurer	13.26	13.57	13.88	14.18	14.47
Deputy Clerk-General Ledg.	13.26	13.57	13.88	14.18	14.47
Deputy Clerk-Payroll Clerk	13.93	14.33	14.71	15.08	15.46
Legal Assistant	12.23	12.99	13.36	13.51	13.75



## APPENDIX B

The current health insurance is as follows:

(a) Blue Cross Blue Shield of Michigan PPO Community Blue 12, Vision A-80 with coverage every year, and Dental 100/75/50 \$1000.00 rider. The UP Blue Rider requires the employee to obtain services through Michigan based providers however the employees' responsibility for out-of-state care will be covered under the employers' health reimbursement plan provided; the employee has applied to BC/BS for permission to seek medical attention out-of-state prior to receiving those services and has been denied by BC/BS.

(b) The employer will pay for services and goods not covered by BC/BSM that was previously covered under the BCBS PPO Community Blue 1, utilizing the company Basic to achieve this.

(c) The employees' prescription card is changed to a 10/40 co-pay (\$10.00 for generic drugs and \$40.00 for name-brand drugs). If a generic drug is not available, the employee will submit the \$40.00 cost for Basic for a reimbursement of \$30.00 with documentation that the drug is not available.

(d) It is the employee's responsibility to provide Basic with the information required for reimbursement.

(e) Preventative services coverage will be up to \$1000.00 per individual per year.

**Letter of Agreement**

**Between**

**Luce County Board of Commission**

**And**

**Luce County Courthouse Employees**

**Local 2530**

**Effective January 1, 2011**

1). Article 3b. Insurance and Appendix B

A). Change: Dental of \$1000.00 to \$1500.00.

B). Add: The employee will pay a \$200.00/\$500.00 deductible, twenty percent (20%) co-pay up to \$500.00/\$1000.00 and emergency room visit to \$250.00. The employer will pay \$3800/\$7600 deductible and co-pay \$2000/\$4000 through Basic.

C). Change: \$10.00 generic, \$40.00 formulary and \$80.00 non-formulary.

2). Appendix A Classifications and Wages

<b>Classification</b>	<b>Start</b>	<b>6 Months</b>	<b>1 Year</b>	<b>2 Years</b>	<b>3 Years</b>
Custodian Helper	\$10.28	\$10.46	\$10.64	\$10.80	\$10.99
Office Assistant	\$11.31	\$11.53	\$11.73	\$11.94	\$12.15
Equalization-911 Secretary	\$12.89	\$13.17	\$13.42	\$13.69	\$13.92
Extension-Secretary	\$12.26	\$12.50	\$12.74	\$12.99	\$13.21
Custodian	\$12.89	\$13.17	\$13.42	\$13.69	\$13.92
Deputy ROD/Deputy Circuit Court Clerk	\$13.61	\$13.92	\$14.23	\$14.52	\$14.82
Deputy Treasurer	\$13.61	\$13.92	\$14.23	\$14.52	\$14.82
Deputy Clerk/General Ledger	\$13.61	\$13.92	\$14.23	\$14.52	\$14.82
Deputy Clerk/Payroll Clerk	\$14.28	\$14.68	\$15.06	\$15.43	\$15.81
Legal Assistant	\$12.58	\$13.34	\$13.71	\$13.86	\$14.10

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Effective January 1, 2012

Classification	Start	6 Months	1 Year	2 Years	3 Years
Custodian Helper	\$10.33	\$10.51	\$10.69	\$10.85	\$11.04
Office Assistant	\$11.36	\$11.58	\$11.78	\$11.99	\$12.20
Equalization-911 Secretary	\$12.94	\$13.22	\$13.47	\$13.74	\$13.97
Extension-Secretary	\$12.31	\$12.55	\$12.79	\$13.04	\$13.26
Custodian	\$12.94	\$13.22	\$13.47	\$13.78	\$13.97
Deputy ROD/Deputy Circuit Court Clerk	\$13.66	\$13.97	\$14.28	\$14.57	\$14.87
Deputy Treasurer	\$13.66	\$13.97	\$14.28	\$14.57	\$14.87
Deputy Clerk/General Ledger	\$13.66	\$13.97	\$14.28	\$14.57	\$14.87
Deputy Clerk/Payroll Clerk	\$14.33	\$14.73	\$15.11	\$15.48	\$15.86
Legal Assistant	\$12.63	\$13.39	\$13.76	\$13.91	\$14.15

3). Miscellaneous

Effective January 1, 2011

The Employer will purchase a one (1) year subscription to the Wellness Center for all full-time employees.

To be incorporated into the 2013 Contract.

For the Union:

Sean Cain 12/13/10  
Sharon Jones 12/13/10

For the Employer:

[Signature]  
Rebecca Johnson 12/13/10  
Kathy S. Mahan