

AGREEMENT

BETWEEN

MACKINAC COUNTY BOARD OF COMMISSIONERS

AND

MACKINAC COUNTY COURTHOUSE EMPLOYEES'

CHAPTER OF LOCAL #388

AFFILIATED WITH

MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

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AGREEMENT

This Agreement entered into this 1st day of January, 2010, between the Mackinac County Board of Commissioners (hereinafter referred to as the "Employer") and Mackinac County Courthouse Employees' Chapter of Local #388, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "Union"). Except as otherwise expressly provided herein, the provisions of this agreement shall be effective January 1, 2010. The Employer agrees to make available to each covered employee a copy of this agreement and to provide a copy of the same agreement to all new covered employees entering the employment of the Employer.

ARTICLE 1. PURPOSE AND INTENT

Section 1. Purpose and Intent

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of Mackinac County and the job security of the employees depend upon the Employer's success in establishing a proper service to Mackinac County.

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among the employees.

The headings used in this agreement and the exhibits appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

Section 2. Government Laws and Regulations

Any provision of the agreement that shall be or become in conflict with any Federal or State law, regulation or order, now existing or hereafter enacted or put in force, shall be invalid and unenforceable; such invalidity or unenforceability shall not affect the remainder of this agreement.

ARTICLE 2. RECOGNITION

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement for all employees of the Employer in the bargaining unit described below.

All full-time employees and part-time employees employed by the Employer in the following departments and offices: County Clerk, Equalization Department, Register of Deeds, County Extension, Prosecuting Attorney, County Treasurer, Economic Development Corporation, Friend of the Court and Courthouse and Airport Custodial and Maintenance Department, but excluding elected officials, supervisors and temporary employees.

- (a) Full-time employees shall be defined as employees budgeted and working fifty-two (52) or more hours per pay period.
- (b) Part-time employees shall be defined as employees budget and working less than fifty-two (52) hours per pay period.
- (c) Temporary employees shall be defined as an employee hired for a specific identifiable task, or to fill a temporary vacancy, or to perform in accordance with a specific grant, or under a specific contract for

a defined period of time.

- (d) The Unit Chairperson shall be notified in writing of all new hires.

ARTICLE 3. AID TO OTHER UNIONS

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

ARTICLE 4. MANAGEMENT RIGHTS

The Employer retains the right, in accordance with applicable laws and regulations, that do not conflict with the terms of this Agreement.

- (a) to direct employees of the County,
- (b) to hire, promote, transfer, assign, and retain employees in positions within the County and to suspend, demote, discharge, or take other disciplinary action against the Employees,
- (c) to relieve Employees from duties because of lack of work funds, or other legitimate reasons,
- (d) to maintain efficiency of the County operations entrusted to them,
- (e) to determine the methods, means and personnel by which such operations are to be conducted; and
- (f) to take whatever actions may be necessary to carry out the mission of the County in situations of emergency.
- (g) to make judgments as to ability and skill; to provide and assign relief personnel, to assign standards and/or the services to be rendered;
- (h) 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;
- (l) to establish work rules and to fix and determine penalties for violations of such rules;
- (j) to create reasonable policies and reporting requirements and procedures regarding equal employment opportunity, discrimination and harassment, and;
- (k) the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not clearly, specifically and expressly limited by this Agreement or by applicable law.

ARTICLE 5. UNION MEMBERSHIP AND CHECK-OFF

Section 1. Union Membership

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee established by the Union, providing a deduction authorization has been signed.

- (b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee established by the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement, providing a deduction authorization has been signed.
- (c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, commencing the thirtieth (30) day following the beginning of their employment in that unit, be required as a condition of continued employment to become members of the Union or pay a representation fee established by the Union, for the duration of this Agreement, providing a deduction authorization has been signed.

Section 2. Dues Check-Off

- (a) 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, and for Employees covered by the Agreement who are not members of the Union, a representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see paragraph d), provided, that the said form shall be executed by the employee. 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 thirty (30) days immediately prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- (b) Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of 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.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) Authorization Form (See Exhibit A).
- (e) Check-off deductions under all properly executed authorizations 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 following the month in which they were deducted.
- (f) Deductions for any calendar months shall be remitted to such address designed to be the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than the fifth (5th) day of the month following the month in which they were deducted.
- (g) The Employer shall, additionally, indicate the amount deducted and notify the financial officer of the Council 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 of dues.
- (h) Dues/PEOPLE Check-Off. 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.

- (i) The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section, or reliance on any list, notice, certification or authorization furnished under this section. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorney's fees.

ARTICLE 6. UNION REPRESENTATION

Section 1. Unit Chairperson, Steward, Alternate Stewards

- (a) The Courthouse employees covered by this Agreement will be represented by one (1) Unit Chairperson, one (1) Steward, one (1) Committee Person and Alternate Stewards who will serve in the absence of the Steward. The Union shall have the exclusive right to assign these positions.
- (b) The Unit Chairperson shall furnish the Employer with the names of members who are to represent this unit.
- (c) The Unit Chairperson and Stewards shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure provided he/she receives prior permission from his/her Supervisor, and the performance of union does not conflict with the employee's job responsibilities.

Section 2. Union Bargaining Committee

The Employees covered in this Agreement will be represented in negotiations by the Unit Chairperson, Steward, Committee Person or, appointed in absence, of bargaining any committee members. In the event negotiations occur during working hours, negotiating team members shall not suffer loss of pay for said hours.

ARTICLE 7. SPECIAL CONFERENCES

Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) 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 is requested. Special conference shall not be used for purposes of collective bargaining. Matters taken up in a special conference shall be confined to those indicated in the agenda unless the parties agree to additional items. Time to be set up by the Board Chairperson and the Unit Chairperson within thirty (30) calendar days. If the conference is held within working hours, the Union members shall not lose time or pay for the time spent in such conference. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10)

working days of the employee's knowledge, or should have known, of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

Step 1 Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance he/she may discuss the grievance with his/her immediate supervisor with or without the Steward present.
- (b) If the matter is thereby not disposed of within five (5) working days, it will be submitted in written form by the Steward to the immediate Supervisor.
- (c) The immediate Supervisor shall answer the grievance within ten (10) working days.

Step 2 If the matter is not satisfactorily settled, it shall be presented in writing by the Steward to the Board Chairman within seven (7) working days after the immediate Supervisor's response is due. The Board Chairman shall sign and date the Steward's copy. The Board Chairman shall respond to the Steward in writing within seven (7) working days of receipt of the grievance.

Step 3 If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Board of Commissioners within seven (7) working days after the response of Step 2 is due. The Board Chairman shall sign and date the Chapter Chairperson's copy. The Board of Commissioners shall respond in writing to the Chapter Chairperson within thirty (30) calendar days.

- Step 4
- (a) If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
 - (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures.
 - (c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
 - (d) Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer, provided the arbitrator has not exceeded his/her authority. The arbitrator shall make a judgment based on the express terms of this Agreement and shall not add to or subtract from this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
 - (e) Any grievance not answered within the time limits by the Employer shall be moved to the next step of the Grievance Procedure provided nothing shall automatically refer a grievance to arbitration.
 - (f) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
 - (g) At any step of the Grievance Procedure the Union and the Employer may extend the time limits by mutual written agreement.

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 a grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn, and the

grievance procedure provided for hereunder shall not be applicable, and any relief granted shall be forfeited. This provision shall not be interpreted to prohibit an employee from availing him/herself of remedies provided under the Michigan Worker's Compensation Act and pursuing a concurrent grievance.

ARTICLE 9. DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension Procedure

- (a) The Employer agrees, promptly upon the discharge or suspension of an employee to notify in writing the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- (b) The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward immediately after such action is taken.
- (c) Should the discharged or suspended employee consider the discharge or suspension to be improper, he may file a grievance within five (5) working days thereafter, beginning with Step 2 of the Grievance Procedure.
- (d) In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than five (5) years previously; except for intentional and material misstatements or omissions on applications for employment.

ARTICLE 10. SENIORITY

Section 1. Probationary Employees

New employees hired in the Unit shall be considered as probationary employees until they have actually been physically present on the job and worked six hundred thirty (630) hours while in the employ of the Employer as a regular full time employee. 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 and 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 with or without cause. During the probationary period, an employee may be discharged without recourse to the grievance procedure. At the conclusion of an employee's probationary period, the employee's length of continuous service with the employer shall date from such employee's last hiring date.

Section 2. Departmental Seniority

Department seniority shall be defined as an employee's length of continuous employment by the Employer since the employee's last hiring date in the department. Last hiring date shall mean the date upon which an employee first reported for work in the department as a regular full time employee, since said employee has not quit, retired or been discharged.

Section 3. Seniority Lists

The seniority lists on the date of this Agreement will show the names, job titles and seniority dates of all employees of the unit entitled to seniority. Such seniority shall not be affected by the race, sex, marital status, or dependents of the employee. The Employer will furnish a copy of the seniority list to the Unit upon its request.

Section 4. Termination of Seniority

Seniority shall be lost and the employee terminated if:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is laid off and not recalled to work within two (2) years or the length of his seniority, whichever is the lesser.
- (d) He fails to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- (e) He fails to report for work on required date at the end of an authorized leave of absence, including any unpaid sick leave, or vacation unless otherwise excused by the County.
- (f) He is absent from work for three (3) consecutive days without authorization.
- (g) He is absent without authorization on two (2) occasions within one contract year, except where he is able to establish legitimate reason.
- (h) He is absent for two (2) consecutive working days without notifying his Department Head. In proper cases exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. The employee may submit the matter to the grievance procedure within the time limits prescribed.
- (l) The employee retires.

Section 5. Seniority of Officer and Stewards

The Unit Chairperson and Stewards, in that order, shall head the seniority list in their respective departments during their term of office for purpose of layoff and recall only, providing they have the present skills and ability to perform the work available.

ARTICLE 11. LAYOFF, RECALL, TRANSFER, AND CHANGE OF CLASSIFICATION

Section 1. Layoff

The word "layoff" means a reduction in the work force due to department elimination, lack of work, lack of funds. Whenever a layoff occurs in a given department, probationary employees shall be laid off first within the classification in which the reduction occurred. Thereafter, seniority employees within the department shall be laid off in reverse order of department seniority within the classification being reduced. Employees to be laid off for an indefinite period of time will be given at least seven (7) work days notice if, and only if, the Employer had knowledge of the facts giving rise to the layoff and the proper board vote had been taken at least seven (7) work days in advance of the layoff.

Section 2. Recall

When the work force in the department is increased after a layoff, employees will be recalled to the classification within the department from which they were laid off in accordance with their department seniority providing at the time of recall said employees have the ability necessary to perform the work in the classification and are physically able to perform all the duties of the classification. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the employee's responsibility to inform the Employer of any change in address. The recalled employee must notify the Department Head of his/her intent to return to work within forty-eight

(48) hours of receipt of the notice of recall and must report to work within seven (7) days of receipt of notice of recall. A copy of the recall notice will be sent to the Union Chapter Chairperson.

The liability of the Employer for failure to apply correctly any provision of this section shall commence not earlier than twenty (20) days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

Section 3. Transfer

If an employee is promoted to a position with the Employer not included in the unit and, thereafter, transferred to a position within the unit, he shall have accumulated seniority while working in the position to which he was promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if he had not been outside it. (This section shall not cover County elected officials.)

Section 4. Change Of Classification

Employees who are promoted to a classification at a higher-rate category, shall initially be placed at the lowest step in the new category which will result in an increase in pay. All such employees shall be given up to a 630 hour trial period to demonstrate their ability to satisfactorily perform the work required in this new category. At any time during this trial period an employee may, on his own volition, request in writing to be relieved of the new classification and to be returned to his/her former classification and former rate of pay without loss of seniority. At any time during the trial period, if the County determines that the employee is unsatisfactory in the new classification, the County shall have the right to return the employee to the former classification from which (s)he was promoted and former rate of pay without loss of seniority

ARTICLE 12. JOB POSTING AND BIDDING

If an opening occurs within a department resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same. Such openings will be posted for a period of seven (7) working days in a conspicuous place setting forth the requirements for the position. Employees within the unit who are interested shall apply within said posting period by signing their names to the posting. The senior best qualified employee meeting the qualifications in the opinion of the Department Head shall be given priority in consideration for the job.

The statement of job qualifications as set forth in the official job description will be used in the evaluation and rating process of determining whether employees meet the qualifications.

Employees who transfer to a position as a result of this job bidding procedure shall be on job probation until they have actually worked six hundred thirty (630) hours. During the probationary period the Department Head may return the employee to the previous held position. If said employee is removed from the bid position during the job probationary period, they shall have no right to grieve such removal.

ARTICLE 13. HEALTH AND SAFETY

Section 1. Objective

The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment as the County shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that employees shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that

violation of safety rules or regulations will result in disciplinary action up to and including discharge. If the Union is requested to talk with an employee regarding a safety or health matter, the Union representative to talk with the employee shall be the Union Steward.

Section 2. Safety Committee

The Employer shall recognize the two unit members as representatives of the County's Safety Committee, and as members, they may raise with the safety concerns whenever a valid safety condition arises.

ARTICLE 14. VETERANS

The County agrees to abide by the provisions of the Selective Service Act and its judicial interpretation with respect to leaves of absence due to military service, including National Guard duty. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are in full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of emergency.

ARTICLE 15. HOURS OF WORK

Section 1. Scope

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This article shall not be considered as any basis for the calculation of payment of overtime, which is covered solely by Article 19, Overtime.

Section 2. Normal Workday - Workweek

The regular full working day shall consist of seven (7) hours per day excluding an unpaid lunch period of one (1) hour.

Normally the schedule of work hours shall be from 8:30 a.m. to 4:30 p.m. Monday through Friday.

The County specifically reserves the right to change the normal workweek or workday for any or all employees whenever operating conditions require such a change. However, the County shall give the Union written notice 30 days prior to the permanent change to the normal work hours, and the Union may, upon request, meet with the employer to discuss alternatives or effects of such change.

Section 3. Coffee Break

All employees may take a fifteen (15) minute break in the first half of their work period and a fifteen (15) minute break in the second half of their work period at times specified by the Supervisor. Such breaks, to be confined to their building, are not to interfere with the operation of the department and are non-accumulative.

ARTICLE 16. RATES OF PAY

Section 1. Pay Day

Employees shall be paid on a bi-weekly basis. Pay day shall be Thursday for the proceeding two weeks ending

the Sunday before payday. Every effort will be made to pay employees by noon on payday. If a regular pay day falls during an employee's vacation, he/she will receive that check on his or her last scheduled work day prior to going on vacation provided he/she has given adequate notice to payroll department.

Section 2. Wage Rates and Salaries

A wage rate and salary schedule is set forth in Appendix A attached hereto and made a part hereof, setting forth the hourly rate and/or the annual salary for the various classifications of the employees of Mackinac County and is accepted by the parties hereto as the established rates and/or salaries for all hours of work within a classification and shall remain in effect for the term of this Agreement.

The Board of Commissioners may, at its discretion, place a new employee at any Step applicable to the classification, up to and including Step 3, as credit for the prospective employee's prior service or outside experience. Such a decision by the Board of Commissioners is at the Employer's discretion and is without recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

Section 3. Rates for New Jobs

When a new job is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Section 4. Temporary Assignments

Temporary assignments for the purpose of filling vacancies of employees who are on a leave of absence as defined in Article 23 will be granted to the senior best qualified employee in the opinion of the Department Head in the department first and then to the best qualified employee in the unit who meets the requirements for such job in the opinion of the Department Head. However, if no one in the unit is deemed qualified, the Employer reserves the right to hire from outside of the unit. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 5. Jury Duty

The Employers agree that when a full time, permanent employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section. Paid jury duty leave shall be limited to forty-five (45) working days.

Section 6. Requests For Reclassification

In an effort to ensure equity and consistency in the classification system during the term of this Agreement, an employee may request from the Mackinac County Commissioners a reclassification of position based solely on significant changes in job descriptions.

The employee's request for reclassification are to be filed with the County Commission Chairperson. The Chairperson will schedule a meeting with the full board of commissioners and the employee to review the reclassification. The employee is urged to have the Department Head support, but it is not required. The employee must attend the scheduled meeting or the Board has the option of processing the reclassification without the employee's presence. The Board of Commissioners will have a 30-day period to process the reclassification request. If unable to process within

30 days, the new pay rate becomes effective 30 days after the request was filed.

Employees who are promoted to a classification at a higher rate category, will be placed at the lowest step in the new category which will result in an increase in pay. The Board will submit to the payroll clerk the points earned and pay scale changes to be reflected on the next pay date after scheduled meeting.

A reclassification will be defined solely as significant changes in job descriptions which alters the point value of the position based upon the following factors which were the basis of the initial classification:

- FACTOR 1: KNOWLEDGE AND EDUCATIONAL REQUIREMENTS
- FACTOR 2: WORK EXPERIENCE
- FACTOR 3: INTERPERSONAL AND COMMUNICATION SKILLS
- FACTOR 4: EXTENT OF GUIDANCE/WORK DIRECTION RECEIVED
- FACTOR 5: SUPERVISORY OR MANAGERIAL RESPONSIBILITY
- FACTOR 6: DEMAND FOR VISUAL CONCENTRATION
- FACTOR 7: JOB COMPLEXITY
- FACTOR 8: JOB IMPACT
- FACTOR 9: PHYSICAL EFFORT
- FACTOR 10: UNPLEASANT WORKING CONDITIONS
- FACTOR 11: ACCIDENT OR HEALTH HAZARDS

The reclassification process deals with the assessment of the position and not the person who may occupy the position. A reclassification form must be filled out documenting significant changes in the position as they relate to the above delineated factors and identify the specific number of additional points the employee believes should be attributed to each factor based upon a change in job duties and explain why such points should be awarded. A classification may be increased, remain at the current classification or may be decreased based upon the facts adduced by the Board of Commissioners.

The employer's decision is without recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

ARTICLE 17. SICK LEAVE

Section 1. Accumulation and Use

- (a) Paid sick leave shall be accumulated by full-time employees covered by this Agreement at the rate of 3.23 hours. Part-time employees covered by this Agreement, who work up to 35 hours per pay period, will accumulate at the rate of 1.62 hours of paid sick leave for each pay period that said employee is actually on the employer's payroll, being paid from general funds. Any part-time employee working over 35 hours per pay period will accumulate sick time directly related to the number of hours said employee works per pay period.

Such days shall be accumulated to a maximum of six hundred thirty (630) hours. It is provided that in addition to the use of accumulated paid sick leave days for an employee's own sickness, employees shall be allowed to use up to a maximum of thirty-five (35) hours paid sick leave each contract year out of those paid sick leave days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. Immediate family for this purpose under this section of the Agreement is defined as meaning the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee.

- (b) Employees can donate seven (7) hours of sick time to a full-time employee or three and one-half (3 ½) to a part-time employee.
- (c) Employees will receive payment to deferred compensation at the beginning of the quarter upon written request to the payroll clerk two weeks prior to the end of the previous quarter for any hours over six hundred and thirty (630). Said compensation to be paid at one-half (½) of accumulated hours.
- (d) Sick time accumulated will relate directly to the number of hours said employee is paid per pay period. See Article 2, Sections a-c.

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

Employees must report the need for sick leave to their supervisors as soon as possible. The Employer may require medical verification of illness where an alleged pattern of absence immediately before or following an employee's non-scheduled workday exists or where an employee's attendance record shows excessive absences.

Section 2. Payment at Retirement

An employee who separates from the County employment for retirement purposes approved by Municipal Employees' Retirement System shall be paid one-half (½) of his unused sick leave as of the effective date of separation.

Payment of unused sick leave days under this section shall be at the employee's prevailing rate of pay and the payment of one half (½) of accumulated leave days shall be based on a maximum possible accumulation of six hundred thirty (630) hours provided said employee has earned said hours.

Section 3. Accumulation and Use (For Employees Hired On or After July 1, 2001).

For employees hired on or after July 1, 2001 the following provisions will apply to sick leave:

- (a) Paid sick leave shall be accumulated by full-time employees covered by this Agreement at the rate of 3.23 hours and by part-time employees covered by this Agreement at the rate of 1.62 hours of paid sick leave for each pay period that said employee is actually on the employer's payroll, being paid from general funds. Such days shall be accumulated to a maximum of five hundred (500) hours. It is provided that in addition to the use of accumulated paid sick leave days for an employee's own sickness, employees shall be allowed to use up to a maximum of thirty-five (35) hours paid sick leave each contract year out of those paid sick leave days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. Immediate family for this purpose under this section of the Agreement is defined as meaning the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee.
- (b) Employees can donate seven (7) hours of sick time to a full-time employee or three and one-half (3 ½) to a part-time employee.
- (c) Sick time accumulated will relate directly to the number of hours said employee is paid per pay period. See Article 2, Sections a-c.

An employee while on sick leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement and will be construed as days worked.

Employees must report the need for sick leave to their supervisors as soon as possible. The Employer may require medical verification of illness where an alleged pattern of absence immediately before or following an employee's non-scheduled workday exists or where an employee's attendance record shows excessive absences.

An employee who separates from the County employment for retirement purposes approved by Municipal Employees' Retirement System shall be paid one-half (½) of his unused sick leave as of the effective date of separation.

Payment of unused sick leave days under this section shall be at the employee's prevailing rate of pay and the payment of one half (½) of accumulated leave days shall be based on a maximum possible accumulation of five hundred (500) hours provided said employee has earned said hours.

ARTICLE 18. FUNERAL LEAVE

Section 1.

Full-time and part-time employees who, at the time have completed their probationary period, shall receive that amount of pay they would have received on a regular day for each day necessarily lost during their normal work week, Monday through Friday, not to exceed three days, to make arrangements for and attend the funeral of their immediate family. This payment shall not be made for any such three days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father or mother, father-in-law or mother-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. The three days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employee must notify the employer as soon as possible of the necessity for such absence, must attend the funeral and if requested by the employer, must present proof of death. Employees selected as pall bearers will be allowed one day off to attend the funeral if scheduled to work during the time of the funeral. Honorary pall bearers must return to work after the funeral. Probationary employees will be given funeral leave without pay.

ARTICLE 19. OVERTIME

Section 1. Conditions Under Which Overtime Rates Shall Apply

In special cases, with Board approval, overtime rate of one and one-half (1 ½) times the regular hourly rate shall be paid as follows:

- (a) For all hours paid over eight (8) in one day;
- (b) For all hours paid over forty (40) per week;
- (c) For all hours paid on a holiday, in addition to holiday pay, with board approval.

Compensatory time off in lieu of overtime payment may be offered to the employee.

Section 2. Reporting Allowance - Overtime

An employee for overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half if he/she is called back to work after leaving the Employer's premises.

Section 3. Non-Duplication

Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any other provision.

Hours paid for but not worked shall not be counted in determining overtime liability.

Section 4. Time Off in Lieu of Overtime

Subject to the provisions of this Section, employees covered by this Agreement shall receive compensatory time off work in lieu of the payment of any premium pay under Article 19 of this Agreement. Overtime, as opposed to compensatory time, will only be granted at the supervisors sole written discretion.

A. How Compensatory Time Accrues

Unit employees' compensatory time off work shall accrue on the following basis:

- (a) Straight time shall accrue for all scheduled compensatory time taken in the same weekly pay period in which the compensatory time was earned or for all hours worked more than thirty five (35) hours per week but less than forty (40); or
- (b) Time and one-half (1-1/2) shall be granted for all hours actually worked in excess of forty (40) hours per week or for all hours in excess of eight (8) hours in a day;
- (c) All paid but non-worked time shall not be counted as "hours actually worked" for purposes of determining whether an employee is entitled to compensatory time off work under this Section.

B. The Scheduling and Use of Compensatory Time

The scheduling of compensatory time off work must be approved in advance by the employee's immediate supervisor. If compensatory time is granted, the employee who requests the use of compensatory time off shall be permitted to use such time within a reasonable period after making the request, provided the use of compensatory time off does not disrupt the operations of the Department. In no case shall an employee be permitted to accrue more than 60 hours of compensatory time. Employees who have accrued more than 60 hours of compensatory time off, shall, for additional hours of work in excess of forty (40) hours per week be paid for such additional worked time at the rate of time and one-half (1-1/2) their regular rate of pay. Upon termination of employment, employees shall be paid for all accrued but unused compensatory time earned pursuant to this section at a rate of compensation not less than the average regular rate received by such employee during the last five (5) years of employment.

ARTICLE 20. HOLIDAYS

Section 1. Designated Holidays

The following days shall be designated and observed as holidays for which full-time employees will be paid their current rate of pay for seven hours and part-time employees will be paid their current rate of pay for three and one-half hours for each holiday:

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

Should a Holiday fall on a Saturday, the Friday prior to the Holiday shall be considered as the said holiday. Should a Holiday fall on a Sunday, the following Monday shall be considered as the said Holiday.

Section 2. Eligible and Ineligible Employees

To be eligible, the employee must be kept on the seniority list as of the date of the Holiday and must have worked the full scheduled day before and the full scheduled day after such Holiday, unless excused. For this purpose the employee will be considered as having worked such days if he was on paid vacation, paid leave or was receiving paid sick leave. Any employee on unpaid leave will not be eligible for Holiday pay. Probationary employees are not eligible for paid Holidays.

Section 3. Personal Leave

Each employee, after completing six (6) months of service, shall be allowed personal leave. Full-time employees will be allowed twenty-one (21) hours and part-time employees will be allowed ten and one half (10 ½) hours. After completing three (3) years, full-time employees will be allowed twenty-eight (28) hours and part-time employees will be allowed fourteen (14) hours. Time to be taken with three days advance notice given to the department head except in cases of extreme emergency.

ARTICLE 21. VACATIONS

Section 1. Eligibility

To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must:

- (a) Have actually been on the Employer's payroll being paid from general funds during any given pay period to accumulate vacation for that pay period;
- (b) Have one (1) year or more of continuous service;
- (c) Vacation time for full time employees is accumulated based upon budgeted hours per pay period.
- (d) Vacation time for part time employees is accumulated on a pro-rata basis according to years of service and hours budgeted per pay period.

Section 2. Length of Vacation

An eligible full-time employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this Agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>YEARS OF SERVICE</u>	<u>VACATION WITH PAY</u>
1 but less than 2	1.35 hours per pay period for a maximum of 35 hours of vacation per year.
2 but less than 4	2.70 hours per pay period for a maximum of 70 hours of vacation per year.
4 but less than 8	4.05 hours per pay period for a maximum of 105 hours of vacation per year.
8 but less than 15	5.40 hours per pay period for a

15 or more

maximum of 140 hours of vacation per year.

6.75 hours per pay period for a maximum of 175 hours of vacation per year.

When a Holiday is observed by the County during a scheduled vacation, the vacation will be extended one day, either before or after, continuous with vacation.

Section 3. Vacation Pay

Each employee granted a vacation under this article will be paid at his current rate based on his regular work week at straight time. A vacation may not be waived by an employee and extra pay received for work during that period, except in cases of extreme emergency.

An employee shall not accumulate more than one hundred seventy-five (175) hours of vacation time. The employees will be paid for all accumulated annual leave upon termination of employment or in the event of death to the married survivor of the deceased if applicable, otherwise to the estate of the deceased.

Section 4. Scheduling of Vacation

Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the department concerned.

All vacations must have the approval of the Department Head. Employees must notify the Department Head in writing at least sixty (60) days, if possible, in advance of their next anniversary of their seniority date, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request.

ARTICLE 22. PENSIONS AND INSURANCE

Section 1. Pensions

The Employer agrees to continue the Municipal Employees' Retirement System effective January 1, 1980.

Effective January 1, 1997, the Employer shall implement the B-4 Pension Plan with the V-6, E-1 and E-2 Riders. The Employer agrees to pay the cost of the retirement system, including the employee's share subject to the conditions set forth below.

Commencing upon the execution of the collective bargaining agreement, appropriate employees in the bargaining unit will be covered with the Municipal Employees Retirement Systems 55-F Waiver with twenty-five (25) years of service on a contributory basis as provided below:

Commencing upon the execution of this agreement and until December 31, 2001, the County will pay the cost of the waiver.

Commencing upon January 1, 2002 the County will pay the cost of the 55-F waiver, subject to the limitations set forth below.

For employee's hired before July 1, 2001, the employee will pay a pension contribution of eighty seven one hundredths (.87) percent of qualified earnings, through payroll deduction, into the MERS Defined Pension System.

For employee's hired on or after July 1, 2001, appropriate employees in the bargaining unit will be covered exclusively by the Municipal Employees Retirement Systems defined contribution program. Under this program, the Employer will initially contribute 4% of the employees salary to the Program. Thereafter, if an employee elects to contribute 3% of the employee's salary to the Program, the County will contribute for those employee's who make such election an additional 3% of the employee's salary to the Program.

Section 2. Hospitalization Insurance

A. Employees Hired Before July 1, 2001.

After sixty (60) days of employment, the Employer agrees to pay the full family cost of the MEBS/PPO with a \$10G/\$20B drug rider for employees hired before July 1, 2001, Optical, Dental and Family Continuation, **Effective 2010**, \$100/\$200 deductible, \$30.00 office visits; **Effective 1/1/2011**, \$200/\$400 deductible, Emergency Room co-pay \$100; **Effective 1/1/2012**, \$250/\$500 deductible, remaining the same for each full-time employee who has completed probation, while employed. The Employer agrees to pay one-half (½) of the same coverage for all part-time employees. The employees share to be taken as a payroll deduction.

B. Employee's Who Choose To Opt Out Of County Insurance Coverage.

The Employer agrees to pay \$2,500.00 per year on the first payroll in December to all full-time employees and \$1250.00 per year to all part-time employees who choose not to be covered by Blue Cross/Blue Shield Health Insurance. The employee must have completed the full work year to qualify. This amount will be pro-rated for the first year of employment only. The union currently has 6 employees that opt out. If three more employees opt out, the Employer agrees to pay \$3,000.00 per year to full-time employees and \$1,500.00 to part-time employees.

C. Retiree Health Insurance.

Upon retirement full-time employees shall have their health insurance paid at the following rate for single coverage:

15 years of service	15% of the single plan
20 years of service	40% of their single plan
21 years of service	42% of their single plan
22 years of service	44% of their single plan
23 years of service	46% of their single plan
24 years of service	48% of their single plan
25 years of service	50% of their single plan

This would be only for the employee's portion of the insurance; it would not cover the spouse. For part-time employees with fifteen (15) to twenty-five (25) years of service, they would be entitled to one-half percent per year of service, capped at twenty-five (25) percent. i.e. 22 years = 11%. Again this would only be on the employee's portion of the insurance, it would not cover the spouse.

The Employer's obligation shall terminate upon the occurrence of one of the following events, whichever is earliest:

1. The Employee becomes eligible for Medicare; provided, however, that the Employer shall maintain its current practice of providing supplemental medicare coverage; or,
2. The Employee becomes eligible for health insurance from another source, i.e. other employment, spousal coverage, military benefits, etc. However, an employee who is disqualified under provision shall have the right to re-enroll in the Employer's retiree health plan if the employee is no longer eligible for coverage from another source.

D. Employees Hired On Or After July 1, 2001.

For employee's hired on or after July 1, 2001, and under the following terms and conditions, County agrees to provide for each eligible employee who has completed the eligibility requirements with the County's MEBS/PPO with \$10G/\$20B drug rider, optical, dental and family continuation; **Effective 2010**, \$100/\$200 deductible, \$30.00 office visits; **Effective 1/1/2011**, \$200/\$400 deductible, Emergency Room co-pay \$100; **Effective 1/1/2012** \$250/\$500 deductible, up to the following sums per month for hospital, and surgical insurance, dental and a drug card for each bargaining unit member while the bargaining unit member:

Effective January 15, 2006, the maximum sums provided by the County shall be:

One Person Coverage	\$ 512.40
Two Persons Coverage	\$1076.40
Family Coverage	\$1243.17

If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction. The Employer agrees to, upon written request by the Union, to meet and discuss above caps if the cost exceeds the caps. The employer agrees to pay one half of the same coverage for all part-time employees.

Because the MEBS Plan is partially a self insured plan, the computation of the maximum sums set forth above shall include the per person rate for medical insurance, a pro-rata share of the excess insurance premium cost, and a pro-rata share of the administrative fee charged to the County.

E. Selection of Insurance Carriers Applicable To All Health Insurance Provided Under This Article.

The County Board of Commissioners reserve the right to select or change the insurance carriers; or 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 benefits are equivalent or better. See Appendix B, for a description of the current benefits. No such change shall result without meeting with the Union to review the new carrier's policy if the Union requests such a meeting. The Union shall be notified in writing at least thirty (30) days prior to any change.

If the Union objects, within twenty-one (21) days prior to any change, that the insurance programs are not "equivalent or better" the County Board of Commissioner's shall not implement the change. However, the County Board of Commissioners may request arbitration of the issue as to whether the benefits are "equivalent or better." If the arbitrator concludes that the benefits "are equivalent or better", the Employer may implement the change. If the Arbitrator disagrees, the Employer may not unilaterally implement as part of this provision. However, the Parties would retain their traditional legal rights upon expiration of the collective bargaining agreement to bargain to impasse or agreement, and thereafter implement.

Section 3. Worker's Compensation Insurance

Employees will be covered by the applicable Worker's Compensation Laws. The Employer will pay for the waiting period for an employee who actually qualified for Worker's Compensation.

Section 4. Life Insurance

Each employee shall be covered by Life Insurance in the amount of sixty thousand dollars (\$60,000.00). The Employer will maintain Life Insurance coverage for bargaining unit employees who retire under the then applicable provisions of the MERS defined benefit plan up to age sixty-five (65), or for those subject to a defined contribution plan at age sixty-two (62) up to age sixty-five (65), providing each bargaining unit employee will be required to pay the Employer one hundred dollars (\$100.00) per person each year for said coverage.

ARTICLE 23. LEAVES OF ABSENCE

Section 1. Leaves of Absence

An employee who, because of accident, illness or pregnancy, is physically unable to report to work shall be given a leave of absence without pay or benefits except as allowed under the sick leave provision of this contract for up to one (1) year, provided he/she properly notifies the Employer of the necessity therefor, and provided further that he/she supplies the Employer with a certification from a licensed physician of the necessity for the continuation of such absence when the same is requested by the Employer. The employee may extend the leave of absence for up to an additional one (1) year period, provided medical certification from a licensed physician for an extension is provided. In addition, the Employer may require a medical examination, at its expense, by a physician of its choosing and certification from its doctor as to the necessity of the extension for the leave.

Section 2. Leaves of Absence - Seniority

Employees shall accrue seniority while on any 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 a position to which his seniority entitles him.

Section 3. Leaves of Absence - Union Functions

Members of the Union elected to attend a function of the Council or International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, but may use annual leave. However, at least ten (10) work days notice shall be provided to the Employer.

Section 4. FMLA

The federal Family and Medical Leave Act (FMLA) now entitles eligible employees to take leave for a covered family member's service in the Armed Forces ("Service member FMLA") This policy supplements the County FMLA policy and provides general notice employee rights to such leave. Except as mentioned below, an employee's rights and obligations to Service member FMLA Leave are governed by our existing FMLA policy.

1. Employee Entitlement to Service member FMLA. Service member FMLA provides eligible employees unpaid leave for anyone, or for a combination of the following reasons:

- a. A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan; and/or
- b. To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.

2. Duration of Service member FMLA:

When Leave is Due to a "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12 month period.

When Leave is to Care for an Injured or Ill Service Member: An eligible employee may take up to 26 workweeks of leave during a single 12 month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA qualifying leave, may not exceed 26 weeks in a single 12 month period.

3. Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

ARTICLE 24. LONGEVITY

Section 1.

Full-time employees who have attained the following length of continuous service with the Employer and are employed at the date of payment and have actually worked or been paid from County general fund dollars for twelve hundred and fifty (1250) hours during the year, shall be eligible for the following longevity payments to be paid on or about the anniversary date of employment. The employee must notify the payroll department at least two weeks before his/her anniversary date of the expected longevity payment.

Longevity will begin after the fourth (4th) year of employment at four hundred (\$400.00) dollars and increase by one hundred (\$100.00) dollars for every year thereafter to a total capped amount of two thousand (\$2,000.00) dollars. Longevity will be two thousand (\$2,000.00) per year after twenty (20) years of employment.

Employees hired on or after December 31, 2003 shall not be entitled to longevity pay.

ARTICLE 25. MISCELLANEOUS

Section 1. Bulletin Board

The Employer will provide a bulletin board in the County Courthouse which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 26. TERMINATION

This Agreement which shall be effective January 1, 2010, except as otherwise expressly provided herein, shall continue in full force and effect until midnight, December 31, 2012 and from year to year thereafter, unless either party shall give notice to the other of its intentions to terminate or modify same. Such notice shall be given at least one hundred and twenty (120) days prior to December 31, 2012, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, addressed to Mackinac County Board of Commissioners, Mackinac County Courthouse, St. Ignace, MI 49781 or to such other address as either party may hereafter designate in writing to the other.

ARTICLE 27. INTENT AND WAIVER

It is the intent of the parties hereto that the provisions of this Agreement, which contain all of the economic and non-economic conditions of employment, supersede all prior agreements or understandings, oral or written, express or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject 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. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by both parties.

APPENDIX A
CLASSIFICATION-WAGE SCHEDULE
January 1, 2010 December 31, 2012

Effective January 1, 2010 to December 31, 2010 (.40 increase)

Pay Grade	Hire	1	2	3	4	5
3	12.72	13.36	14.00	14.65	15.30	15.93
4	13.02	13.65	14.29	14.91	15.56	16.21
5	14.39	14.81	15.23	15.64	16.06	16.47
6	15.30	15.74	16.19	16.64	17.09	17.54
7	15.81	16.37	16.92	17.49	18.05	18.62
8	16.34	17.00	17.68	18.35	19.02	19.69

Effective January 1, 2011 to December 31, 2011 (.35 increase)

Pay Grade	Hire	1	2	3	4	5
3	13.07	13.71	14.35	15.00	15.65	16.28
4	13.37	14.00	14.64	15.26	15.91	16.56
5	14.74	15.16	15.58	15.99	16.41	16.82
6	15.65	16.09	16.54	16.99	17.44	17.89
7	16.16	16.72	17.27	17.84	18.40	18.97
8	16.69	17.35	18.03	18.70	19.37	20.04

Effective January 1, 2012 to December 31, 2012 (.30 increase)

Pay Grade	Hire	1	2	3	4	5
3	13.37	14.01	14.65	15.30	15.95	16.58
4	13.67	14.30	14.94	15.56	16.21	16.86
5	15.04	15.46	15.88	16.29	16.71	17.12
6	15.95	16.39	16.84	17.29	17.74	18.19
7	16.46	17.02	17.57	18.14	18.70	19.27
8	16.99	17.65	18.33	19.00	19.67	20.34

- (a) The Board of Commissioners may, at its discretion, place a new employee at any Step applicable to the classification, up to and including Step 3, as credit for the prospective employee's prior service or outside experience. Such a decision by the Board of Commissioners is at the Employer's discretion and is without recourse to the Grievance and Arbitration Procedures set forth in this Agreement.

JOB CLASSIFICATIONS

POSITION	GRADE
MSU Secretary - Extension	3
Deputy Register of Deeds	3
Custodian	3
Airport Maintenance	3
Administrative Aide-Prosecutor	4
Administrative Deputy County Clerk	4
Chief Deputy Register of Deeds	4
MSU Administrative Secretary - Extension	4
Head Custodian	5
Friend of the Court Clerk/Typist	5
Senior Deputy County Clerk	5
Level 1 Clerk - Equalization	6
Senior Appraiser/Personal Property Examiner - Equalization	6
Victim Rights Advocate - Prosecutor	6
Legal Secretary/Child Support Coordinator - Prosecutor	7
Chief Deputy Treasurer	7
Legal Secretary/Enforcement Officer - Friend of the Court	7
Chief Deputy County Clerk	7
Assistant Equalization Director/Mapping	8
Friend of the Court Office Manager	8
Bookkeeper - Treasurer	8

MACKINAC COUNTY CLERK

100 S. Marley Street Room 10
St. Ignace, Michigan 49781
(906) 643-7300
Fax: (906) 643-7302
TDD (800) 649-3777

MEBS

MARY KAY TAMLYN
3809 Lake Eastbrook Boulevard
Grand Rapids, MI 49546
(906) 643-7301

CHRISTINE SCHLEHUBER
Deputy Circuit County Clerk
(906) 643-7305

LORRY JOHNSTON
Re: Mackinac County
Chief Deputy Clerk
100 South Marley Street
St. Ignace, MI 49781
(906) 643-7348

HILLARY KLEEMAN-VOWELL
Deputy Administrative Clerk
(906) 643-7300

April 5, 2010

Effective May 1, 2010 please make the following changes to our health plan.

Effective May 1, 2010 please implement a \$100/\$200 deductible and eliminate the reimbursements for office visits to a \$10 level and leave it at the underlying BC/BS \$30 office visits.

MEBS requires a 30 day lead time to implement this change.

Please let myself or our agent Gregory Cheeseman, 906-643-7944 if you should have any questions.

Sincerely,

Mary Kay Tamlyn
Mackinac County Clerk

