

*Courthouse*

Agreement between the



MENOMINEE COUNTY  
BOARD OF COMMISSIONERS  
MENOMINEE COUNTY COURTHOUSE  
EMPLOYEES ASSOCIATION

WISCONSIN PROFESSIONAL POLICE ASSOCIATION

LAW ENFORCEMENT EMPLOYEE RELATIONS DIVISION

October 1, 2007 through September 30, 2010

*Board  
Approved  
8/26/08*

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## AGREEMENT

MENOMINEE COUNTY COURT HOUSE EMPLOYEES, hereinafter referred to as the "Association," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS, the MENOMINEE COUNTY CLERK, the MENOMINEE COUNTY TREASURER, the MENOMINEE COUNTY PROBATE COURT, the MENOMINEE COUNTY PROSECUTING ATTORNEY, and the 41<sup>ST</sup> JUDICIAL CIRCUIT COURT, hereinafter referred to as the "Employer," do hereby on this day first (1st) of OCTOBER , 2007, enter into the following agreement.

### 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 general public.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 - RECOGNITION

Section 1. Pursuant to and in accordance with the applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes the Menominee County Court House Employees Association, as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement and for all employees of the Employer included in the unit as described below.

All full-time and regular part-time Deputy County Treasurers; Deputy Clerks; Deputy Registers (Probate Court); Deputy Register of Deeds; Building Inspectors; Secretaries (Extension Office, Friend of the Court's Office, Building Code Department and Prosecutor's Office -- Legal Secretary/Computer Operator); Investigators (Prosecutor's

Office); Probate/Juvenile Register; Veterans Service Officer; Caseworkers (Friend of the Courts Office); Staff Appraiser Field; Description Specialist/Computer Operator; Park Employees; Family Court Recorder; and Maintenance Employees.

Excluding all elected officials; Chief Deputy Clerk; Chief Deputy Register of Deeds; Chief Deputy Treasurer; Assistant Prosecuting Attorneys; Friend of the Court; County Administrator; Equalization Director; Deputy Equalization Director; Park Superintendent; Emergency Service Coordinator, Building Department Supervisor, Sheriffs Department employees; District Court employees; and all supervisors, executive and confidential employees and others excluded by the Act.

Section 2. Should the Employer change the name of or responsibility of any classification on the list, it will notify the Association and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Association's agreement.

Section 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Association President of the recommended rate structure prior to its becoming effective. If the Association does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Association disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the Association notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Association President when a new employee is hired to work in the departments listed in Section 1 as having bargaining unit positions.

## ARTICLE 2 - MANAGEMENT RIGHTS

Section 1. The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.

- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Transfer, promote and demote employees.
- G. Make and enforce work rules.
- H. Schedule and assign overtime based on Employer needs and employee qualifications.

Section 2. Employer's Rights. In addition, the Employer reserves and retains solely and exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights, duties and obligations of the Employer nor rights under the Michigan Court Rules as to court employees shall, in any way whatsoever, be abridged.

### ARTICLE 3 - NON-DISCRIMINATION

Section 1. It is mutually agreed that no discrimination shall be practiced by the Employer or the Association, against any employee because of membership or non-membership in the Association, or by the Employer against any member or officer because of activities on behalf of the Association.

Section 2. In a desire to restate their respective policies, neither the Employer nor the Association shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national original, or age or because he/she is handicapped, or a disabled veteran.

### ARTICLE 4 - ASSOCIATION SECURITY

Section 1. Employees covered by this Agreement at the time it becomes effective and who are members of the Association at that time shall be required, as condition of continued employment, to continue membership in the Association or pay a service fee, hereinafter referred to as the representation fee, to the Association in an amount equal to the dues uniformly required of members of the Association, for the duration of this Agreement.

Section 2. Employees covered by this Agreement who are not members of the Association at the time it becomes effective shall be required as a condition of continued employment to

become members of the Association or pay the representation fee commencing thirty (30) days after the effective date of this Agreement, and such conditions shall be required for the duration of this Agreement. This shall also apply to employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement.

Section 3. During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, or representation fees owed to the Association, provided however that the Association presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Association. The written authorization forms shall be presented by the Association to the Employer. It is understood and agreed that the Association agrees to hold the Employer harmless from any liability to the employee for withholding said dues or representation fees.

Section 4 Deduction Authorization Forms. The payroll deduction forms will be distributed to new employees by the Association.

Section 5. Incomplete Forms. All check-off authorization forms shall be filed with the Employer, or Employer's designee, who shall return any incomplete or incorrectly completed form to the Association President and no check-off shall be made until such deficiency is corrected.

Section 6. Remittance of Dues. Deductions for any calendar month shall be remitted to such address designated by the financial officer of the Association, 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 the month in which they were deducted.

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Association of the names and addresses of employees who through a change in their employment status are no longer subject to deduction and shall further advise said financial officers by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

## ARTICLE 5 - EMPLOYER SECURITY

Section 1. No Strike Pledge. The Association, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike. The Association further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

Section 2. Discipline and Discharge. The Employer shall have the right to discipline and discharge any employee participating in such a strike.

Section 3. No Lockout. The Employer will not lockout any employees during the term of this Agreement.

## ARTICLE 6 - ASSOCIATION REPRESENTATION

Section 1. Special Conferences. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County, upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matters to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences will be arranged by mutual agreement between the parties. The Association representatives may meet on the Employer's property for up to one-half (½) hour immediately prior to said conference.

Section 2. Representative Meetings. The Association's business agent or other accredited representative of the Association shall be permitted to meet during working hours, provided such person notifies the person in charge upon his/her arrival. In no case shall such a representative interfere with the operations of the County during such a meeting.

Section 3. Association Officers. The names of the Association officers shall be furnished to the Employer after the selection or when any changes in officers designation occurs.

Section 4. Association Business. Association President or designee shall normally conduct Association business on their own time. However, the President and/or Vice President may be

allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. After receiving permission from their supervisor, the Association President and/or Vice President may be released from work to present grievances or arbitrations during their normally scheduled working hours, without loss of pay.

Section 5. Association Bargaining Committee.

- A. Employees covered by this Agreement shall be represented in contract negotiations by a negotiating committee of employees from the bargaining unit and Association business agent(s). Upon the bargaining committee members selection, the Employer shall be notified in writing of the names of the members of the collective bargaining committee. The Employer shall be promptly notified in writing of any changes in the collective bargaining committee as they occur during the negotiating process.
- B. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiations. It is understood that the Association and the Employer may bring additional personnel to the negotiating session to address certain areas of concern and/or expertise during the collective bargaining process. The designated bargaining committee members will receive release time from their regular scheduled work hours for negotiating sessions if negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of three (3) employees.

ARTICLE 7 - DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:



- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work forty (40) hours per week shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees: Employees who are regularly scheduled to work less than forty (40) hours per week, but no less than twenty (20) hours per week shall be classified as regular, part-time employees. Part-time employees that are scheduled to work 8 hours per day, may not work more than nine 8 hour days in any calendar month.
- C. Special Part-Time Employees: Employees who are regularly scheduled to work less than twenty (20) hours per week shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.
- D. Substitute Employees: These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.
- E. Cooperative Learning (Co-op) and Grant-Supported Positions: The Employer reserves the right to hire or use the services of persons to perform bargaining unit work, who perform services for work experience or educational credits; or whose positions are funded by State, Federal or local government or any of their agencies, or any educational institution, or foundations through non-categorical grants or by fees specifically set to fund the position on a temporary basis. These positions include, but are not limited to, co-op students, JTPA participants, work study students, etc. Such employees shall be retained for the duration of the grant, fee

arrangement, or the work experience program specifications. Such employees may not displace bargaining unit employees, or replace laid off bargaining unit employees or substantially replace a bargaining unit employee.

- F. Seasonal Employees: A seasonal employee is an employee who provides seasonal services, which is not of permanent nature and who does not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Seasonal employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- G. Temporary Employees: A temporary employee is, an employee who provides services, when help is required in a job assignment or position, which is not of permanent nature and who does not work more than two hundred forty (240) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Temporary employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

## ARTICLE 8 - GRIEVANCE AND ARBITRATION

### Section 1.

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as normal Courthouse working days, exclusive of holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the Employer and/or Department ahead that the problem they are discussing is a potential grievance, so that the Employer and/or Department Head can answer as called for under this grievance

procedure.

- E. The time limits established in the Grievance Procedure shall be followed by the parties. If the Association fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer and/or Department Head, the grievance shall automatically be deemed settled on the basis of the Association's last position. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to time limitations and dates for submission of grievances, appeals, answers, etc.
- F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step One level, and must be filed within three (3) working days of such discharge or layoff.

## Section 2. Procedure.

- A. The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest and prompt effort to settle differences within the employee's department. If there is any controversy or difference between an employee or group of employees and the Employer and/or Department Head with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows.
- B. An employee who believes he/she has a grievance shall first discuss the matter with his/her supervisor personally or accompanied by an Association officer or representative. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this matter, the following formal grievance procedure shall apply:

Step 1: Within five (5) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of the alleged violation, an aggrieved employee will reduce his/her grievance to writing, and present the grievance to the Department Head for his/her written answer.

Step 2: If the grievance is not settled at Step 1, it shall be presented in writing to the County Administrator within five (5) days after answer to Step 1. The County Administrator shall then furnish the employee, the Association, and the Employer with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Association with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected.

Step 3: (a) If the matter remains unsettled, and the grievant and/or Association wishes to carry it further, the Association President shall refer the matter to the Association Representative.

(b) The Association Representative, within thirty (30) days after receipt of Step 2 written response from the County Administrator, shall meet with the Employer and County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Association shall be notified, in writing, within five (5) calendar days.

(c) All grievances which are satisfactorily resolved at the first (1st), second (2<sup>nd</sup>) or third (3rd) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Association shall have five (5) days following receipt by the president of notice of the County Board of Commissioners action to submit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such

disallowance.

Step4: In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the Association shall file a demand for arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted in accordance with the Michigan Employment Relations Commission's Rules and Procedures. The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relations Commission's Rules and Regulations. The expense of the arbitration shall be equally divided between the Association and the County. The decision of the arbitrator shall be in writing and shall be final and conclusive, but the Arbitrator shall not have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or retirement system in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement. The arbitrator's decision shall be final and binding upon the Association, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Nothing contained in this step shall be construed to limit the right of the parties to meet and select the arbitrator by mutual agreement.

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

Section 3. Back Pay Amount. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment benefits that the

employee may have received during the period of the back pay.

Section 4. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq, and Federal law pertaining thereto, and/or civil rights matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Association employee shall not process the complaint through any grievance provided for in this contract. If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

#### ARTICLE 9 - DISCIPLINARY PROCEDURE

Section 1. Discipline. Discipline, as used in this Agreement, shall mean any action from a written reprimand to any action which results in loss of pay and/or discharge. No non-probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline.

Section 2. Counseling. Verbal counseling is not considered to be discipline and is therefore not subject to the grievance procedure. Counseling shall not be used as a basis for future disciplinary actions, except to verify that the employee has been made aware of the Employer's concern in the areas covered. Counseling will not be recorded in the employee's personnel file.

Section 3. Investigations. Discipline will not be initiated until an investigation has taken place and the employee to be disciplined has had a chance to respond. The report of the investigation will be made available to the Association and the Employer.

If due to extenuating circumstances, an employee is suspended or discharged from duty pending completion of an investigation to avoid disruption of the Employer's operations, he/she shall receive their regular pay until after the Employer has completed its investigation.

Section 4. Meeting. At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Association Representative may be present, if the employee so requests.

A 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 the employee may do so before the employee is required to leave the property of the employer, provided a steward is available at the work site. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the steward.

Section 5. Notice of Discipline or Discharge. The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing, the employee and the Association Business Agent of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

Section 6. Use of Past Record. In imposing any discipline or discharge on a current charge, the employer will not take into account any prior infractions which occurred more than two (2) years previously, unless those prior infractions are similar to the current charge..

Section 7. Progressive Discipline. The following theory of progressive discipline will be used when verbal counseling does not correct an employee's misconduct. However, the Employer is not prohibited from suspending or discharging an employee upon the first instance based upon the seriousness of the offense.

Written Reprimand. The Employer will discuss the offense with the employee and inform them of the potential action which may be taken if another action occurs. A reprimand memorandum stating the offense and the potential action will be prepared by the Employer. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the County Board, or the appropriate Board Committee. Signatures of the Employer and employee must appear on all copies indicating that the employee has read and received the reprimand memorandum.

Suspension. The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and specifying the length of

suspension shall be prepared by the County Administrator or Elected Official and they shall review the suspension notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the County Board or the appropriate Board Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the suspension notice. Only then County Administrator or Elected Official can suspend an employee.

Discharge. The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the County Administrator or Elected Official and they shall review the discharge notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the discharge notice. Only the County Administrator or Elected Official can terminate an employee.

## ARTICLE 10 - SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined for the purpose of this Agreement as the net credit, service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service.

Section 2. Probationary Period. Employees who are hired into a regular full-time or regular part-time position with the Employer shall be considered probationary employees for a period of six (6) months from the date of permanent employment. The probationary period may be extended an additional six (6) months by the Employer on a case by case basis with written notice to the Association and signed by the employee. Extensions shall not affect compensation levels. Probationary employees may be disciplined or terminated by the County, at the County's pleasure, if determined by the County, in its sole discretion, to be in the County's best interest and further, the Association shall not represent such employees with respect to such termination. The



Association has the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other than Association activities.

Section 3. Seniority Lists.

- A. The seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Employer will keep the seniority lists up to date at all times and will provide the Association President with up-to-date copies upon request and shall post the same, at least annually with copy to each department stating a posting has been made. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

Section 4. Loss of Seniority/Employment. An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send a written notification to the employee by certified mail, return receipt requested, at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In unusual circumstances, exceptions will be made.
- D. If he/she does not return from work when recalled from layoff, as set forth in the recall procedure.
- E. If he/she does not return to work immediately upon the expiration of his/her sick leave or leave of absence.

- F. When he/she is laid off for a period greater than his/her seniority, or twenty-four (24) consecutive calendar months, whichever is less.
- G. If, while on unpaid health leave of absence, sick leave or while receiving workers' compensation benefits from the Employer, he/she accepts another job, applies for and receives unemployment benefits, or goes into business of the same or similar nature for himself/herself.
- H. If an employee makes a material misrepresentation on his/her original employment application if detected within two (2) years of the application or if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. He/she is convicted or pleads guilty or nolle contendere to a felony or any work related high misdemeanor.

#### Section 5 Job Posting

A. If there is a vacancy that will be filled in an entry level bargaining unit job or when a new classification is created, the Employer will post notice of the vacancy for five (5) working days and shall provide the Association a copy of the posting. The posting shall indicate the classification of work, department, and pay grade. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting and shall notify his/her Department Head that he/she has done so. All vacancies, promotional opportunities, or new positions will be posted. All vacancies or newly created positions will be offered first by lateral transfer among full-time employees who have posted for the positions, provided the employee is qualified, except no employee may lateral transfer to a County Officer's Department (Prosecuting Attorney, Clerk/Register of Deeds, Treasurer, Circuit Court Judge, Probate Judge) without the elected County Official's approval. The Employer agrees to fill posted positions within sixty (60) days, unless the Association is notified as to the reason that the position cannot be filled within this time frame.

B. Job Advancement. Promotions within a department shall be made by the Employer, first from any qualified bargaining unit employees in that department, as determined by the Employer. In selecting employees for promotion, the Employer shall consider the factors of

performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion. In the event the Employer determines that there are no qualified bargaining unit employees in the department, the position will be filled as provided in subsection A above.

C. Trial Period. Employees assigned to vacancies or new positions will be given a minimum of 3 months to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the minimum 3 month period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After a 3 month period without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his/her original classification, there shall be no loss of seniority in the original classification.

Section 6. Seniority While on Leave. He/she, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery of their former position with full seniority rights, provided they are physically qualified to return to work. In the event that said disability shall continue for more than one (1) continuous years, then, and in that event, the Employer shall review with the Association the status of the said employee's future employment.

Section 7. Seniority on Return to Work. An employee who is subject to the jurisdiction of the Association, who has been in the past or will be in the future promoted to a position outside of the bargaining unit, and in the event that the said employee shall retain said position outside of the bargaining unit for more than a 6 month period, then in that event, he/she shall lose his/her seniority within the bargaining unit. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the bargaining unit.

## ARTICLE 11 - LAYOFF AND RECALL

Section 1. Definition. The word "layoff" means a reduction in the working force.

Section 2. Layoff. If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the affected classification will be laid off first. There

shall be no increase in the number of temporary, substitute or seasonal employees in the classification in which there is a laid off employee. Regular employees with seniority within the affected classification will then be laid off in reverse order of seniority.

Section 3. Notice. Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of such layoff. The Association President shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

Section 4. Recall Procedure.

A. When the working force is increased after a layoff employees shall be recalled according to seniority as defined in Section 2 above, provided they have the ability to perform the work.

B. Notice of recall shall be sent to the employees at their last known addresses by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the receipt of notice of recall or by the date the recall notice is returned to the County as undeliverable, he/she shall be considered to have voluntarily terminated his/her employment. It shall be the employee's responsibility to keep the Employer informed of his/her current address.

Section 5. Benefits. Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law at the employee's expense.

Section 6. Vacation Use. In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided said employee is entitled to the same.

Section 7. Bumping. Upon being laid off from his/her classification, a regular full-time or regular part-time employee may bump lower seniority employees under the following conditions:

- A. Employees must be bumped first within their own department. If a laid off employee lacks sufficient seniority, they may bump into other departments, provided, however, no employee may bump into an elected County Officer's Department (Prosecuting Attorney, Clerk/Register of Deeds, Treasurer, Circuit Court Judge Probate Judge) without the elected official's approval. Any employee

bumping into a different department shall serve a trial period as provided in Article 10, Section 5.C. If they cannot perform the duties they will be returned to laid off status.

- B. A bumping part-time employee may not bump a full-time employee, except that a former full-time employee who is working part-time hours through a partial layoff under this article, may bump a full-time employee.
- C. The bumping employee must have more Bargaining Unit seniority than the employee in the position who is being bumped.
- D. The bumping employee must possess the necessary skills, experience, certifications and job qualifications which will qualify the employee to perform the work adequately, with minimal instructions.
- E. The bumping shall not apply in cases of temporary layoff which do not exceed thirty (30) working days.

An employee wishing to exercise his/her bumping rights must inform the Department Head or his/her designee, of his/her decision to bump in writing within five (5) working days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) working days notification of his/her layoff due to being bumped.

#### Section 8. Layoff Alternatives.

A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above. Should more than one employee volunteer for layoff, seniority shall prevail. However, should the senior volunteer employee be deemed essential to operations by the

Department head, that employee will remain working. Determination of essential employees shall be mutually agreed upon by the Association and the Employer.

## ARTICLE 12 - PAID LEAVES

### Section 1. Sick Leave.

A. Sick Leave Accumulation. Full-time employees covered by this Agreement shall accumulate one (1) day of sick leave for each month of his/her continuous employment for the employee's personal illness or injury incurred off the job, except no more than one hundred twenty (120) work days of paid sick leave shall be accumulated at any time. Regular part-time employees shall accumulate sick leave on a pro rata basis based on the number of hours they are regularly scheduled to work.

B. Payment Upon Separation. Regular employees shall receive one-half ( $\frac{1}{2}$ ) of all unused accrued sick leave earned up to a maximum of forty-five (45) days of sick leave in the case of the following separations from employment:

- 1) Upon retirement or resignation of a bargaining unit member:
- 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries.

Regular employees shall receive one-quarter ( $\frac{1}{4}$ ) of all unused accrued sick leave earned up to a maximum of twenty-two and one-half ( $22 \frac{1}{2}$ ) days of sick leave in the case of separations from employment upon an employee's discharge.

C. Sick Leave Use. Sick leave days may be utilized for the following:

- 1) An employee's own personal illness or injury.
- 2) Up to fifteen (15) leave days per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.

D. Notification. An employee utilizing sick leave shall inform the Department Head or their designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.

E. Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed three (3) working days, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.

F. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.

G. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.

H. Verification. The Department Head may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate may be required for an illness or injury extending over a five (5) day period, or at the request of the Employer when the Employer has a reasonable basis to believe there is abuse of sick leave.

I Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:

- 1) For days of absence other than regularly scheduled work days of the employee.
- 2) For periods where an employee is laid off or during an approved unpaid leave of absence.
- 3) Prior to an employee being credited with sick leave.

Section 2. Funeral Leave. Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, grandchildren, step-father, step-mother, step-son, step-daughter, sister, brother, mother-in-law, father-in-law, son-in-law, daughter-in-law of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, step-grandparent of the employee.

However, an additional four (4) days funeral leave are available to the employee, provided the additional days are transferred from the employee's accumulated sick leave. Should an employee have no accumulated leave available, he may be granted up to three (3) days unpaid leave.

Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the Department Head.

Section 3. Personal Days. A new employee will be given one personal day for the quarter they are hired in and one for each remaining quarter during the calendar year. Permanent full-time employees will be allowed four (4) personal days per year (not to be deducted from sick leave) and will be used with the approval of the Department Head, which will not be unreasonably withheld. Regular part-time employees shall receive pro rata personal days based on the hours they are regularly scheduled to work. Personal days must be used in the calendar year they are earned or will be lost.

Section 4. Military Reserve Training Leaves. Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the county shall pay the difference between the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

Section 5. Duty Incurred Disability Leaves.

A. Employee, while performing within the scope of his/her employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.

B. Any employee involved in a work related accident or injury must report that accident or injury to his/her supervisor and the County Clerk as soon as possible and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.

C. Regular employees covered under this manual who have been employed for one (1) year or more sustaining all occupational injury for which compensation is paid by the Worker's Compensation insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his/her regular bi-weekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive



holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances to the extent provided by law. All other fringe benefits shall cease while on Worker's Compensation.

## ARTICLE 13 - LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS

Section 1. Administrative Leaves. At his/her request, a regular employee in good standing may be granted an administrative leave of absence without pay with the approval of their County Administrator and the Board of Commissioners and under the following conditions

- A. The employee will indicate the duration of such leave in his/her initial request.
- B. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient in the opinion of the County Administrator and Board of Commissioners to warrant such leave of absence.
- C. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of the leave.
- D. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.
- E. In the event the Employer denies a request for an administrative leave, said denial shall not be subject to the grievance procedure.

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3) and any applicable amendment to such Act.

Section 2. Health Leave. A leave of absence without pay due to sickness and injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. A regular employee shall be granted a leave of absence upon the approval of the

County Administrator and the Board of Commissioners for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. Upon the employee's request, the Department Head and the Board of Commissioners may grant extension periods for such health leave if, when requested, the need for such extensions are medically verified and the County Administrator and Board of Commissioners both feel such extension is justified. However, health leaves shall not be extended to exceed one (1) year, nor shall an employee's health leave exceed twelve (12) months in any twenty-four (24) month period. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his/her fitness for work.

- B. The employee must utilize his/her sick leave before requesting an unpaid leave of absence for illness or injury.
- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or from any absence from employment during which time the employee has received workers' compensation benefits if the Employer questions the employee's physical ability to work or if the employee's presence at the County may endanger his/her health and safety, or that of the County, public and/or other employees.
- D. The Employer may request an employee to submit to a second physical examination with a physician designated by the County as provided in Article 22, Section 2.
- E. Maternity Leave. For all employees, up to twelve (12) weeks may be granted with extensions granted upon a physician's recommendation.

Section 3. When a leave of absence without pay under this Article is granted for a specific time period of not more than twelve (12) weeks, and is not extended beyond such period, the

individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position. When a leave of absence is required for a period of more than twelve (12) weeks, the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave if and when comparable employment is available in the County Department in which the employee was employed.

Section 4. Benefits. All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurances, except that the County will continue to pay the County portion of health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) weeks. No benefits shall accrue during such leaves. To the extent required by federal law, the County will also continue to provide group health coverage for leaves other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverages under the County group policies at the employee's expense to the extent required by Federal law.

Section 5. Military Leave. Military leave shall be granted according to applicable state and federal law.

Section 6. Failure to Return. In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service.

#### ARTICLE 14 - HOLIDAYS

Section 1. Holidays Recognized. The following holidays are recognized by the Employer:

New Year's Day	Friday after Thanksgiving
Good Friday	Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas

Labor Day

New Year's Eve

Veteran's Day

Section 2. Dates Observed. Said holidays will be observed on the nationally designated date, except as provided in this section. Any of the stated holidays falling on a Saturday shall be observed on the preceding Friday. Any of the holidays falling on a Sunday shall be observed on the following Monday.

Section 3. Holiday Pay. Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay. Regular part-time employees who are eligible for holiday pay shall be paid pro rata for the holiday based upon the hours they are regularly scheduled to work and at their current straight time rate of pay.

Section 4. Pay for Worked Holidays. All regular full-time and regular part-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on such holiday, plus the holiday pay provided in Section 3 above. Employees who are called in to work a holiday will be guaranteed not less than two (2) hours of holiday pay.

Section 5. Eligibility. To be eligible for the above mentioned holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave will not be eligible for holiday pay.

ARTICLE 15 - VACATIONS

Section 1. Vacation Eligibility. Vacation leave with pay will be granted to all permanent full-time and regular part-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.

Section 2. Vacation Benefit.

A. Vacation with pay will be granted on the following schedule:

1 Year	--	Six (6) days of vacation
2 Years	--	Twelve (12) days of vacation
3 Years and after	--	Add one (1) day for each year of service up to a maximum of thirty (30) days

B. Regular part-time employees shall receive pro rata vacation based upon the hours they are regularly scheduled to work under the applicable schedule.

Section 3. Payment. Vacation pay shall be paid at the employee's regular rate of pay.

Section 4. Accumulations. Unused vacation during an anniversary year may be carried to the succeeding year, not to exceed a maximum of thirty (30) days of accumulation. Any unused days in excess of that amount shall be lost if not taken.

Section 5. Vacation Use. Vacations may be taken in hourly increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department.

Section 6. Vacation Scheduling. All vacation time off must be scheduled with the Department Head as far in advance as possible. As far as possible, vacations shall be granted at the times most desired by employees, but the final right to allot vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the County.

Section 7. Payment Upon Separation.

A. Regular employees after completing one (1) year or more of uninterrupted service, and is in good standing, shall be paid for their prorated unused accumulated vacation upon termination based on their anniversary date in case of the following separations from employment:

- 1) Upon retirement or resignation of a bargaining unit member;
- 2) Upon a bargaining unit member's death, payment shall be made to the employee's

beneficiaries;

- 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.

B. All vacation leave credits shall be canceled and shall not be reinstated or paid for upon any separation of an employee with less than one (1) year continuous service.

## ARTICLE 16 - HOURS OF WORK, OVERTIME AND PREMIUM PAY

Section 1. Standard Work Week. The standard week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence.

Section 2. Breaks. Employees are allowed two (2) paid fifteen (15) minute rest breaks; one to be taken in the first half of the work day and one to be taken in the second half. A one- half hour unpaid lunch break will be provided. The scheduling of the breaks is the responsibility of the Department Head or his/her designee. Rest breaks may not be accumulated in any way.

### Section 3. Overtime.

A. Employees working in excess of forty (40) hours per week will be paid at the rate of time and one half (1 ½) of their regular rates.

B. The Employer may, at its option, grant employees compensatory time off in accordance with the provisions of the Fair Labor Standards Act, as amended, in lieu of overtime, provided the employee agrees to such compensatory time. However, no compensatory time may be accumulated beyond forty (40) hours at any one time.

C. Duplication. Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.

D. Assignments. All employees shall work reasonable amounts of overtime upon request. If reasonably possible, the Employer will attempt to solicit volunteers for overtime prior to requiring such overtime. Employees who are required to work overtime will be given as much

advance notice as is reasonably possible under the circumstances. When extra work hours become available, the Employer may offer these hours to part-time employees within the same department working less than forty (40) hours for whom the assignment will not result in overtime. After such part-time employees have been maxed out in hours so that only overtime hours are being offered, the Employer shall seek volunteers. If more than one (1) employee volunteers, preference will be given to the employee with the most classification seniority that is qualified to perform the work. If sufficient volunteers cannot be obtained to fill the required hours, the Employer will first assign part-time employees and then attempt to fill the remaining hours by mutual agreement between the full-time employees. If there is no mutual agreement, the employee with the least amount of department-wide seniority who is qualified of performing the required work will be assigned the overtime.

E. Call Back Premium. This provision shall only apply to those hourly/non-exempt employees supervised by the director of Building and Grounds/Parks who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. If hours are not scheduled consecutively, they shall be considered call back. In the event that an employee is not released from his/her regular day's work and is asked to work beyond his/her regular day's work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1½) for the actual time worked in excess of such period.

F. Shift Premium. Shift pay of thirty (30) cents per hour will be paid to employees whose regular scheduled shift worked is between 4:30 p.m. and 12:00 midnight. A shift pay of fifty (50) cents per hour will be paid to all employees whose shift is worked between 12:00 midnight and 8:00 a.m.

G. On-Call Pay. This provision shall only apply to hourly/non-exempt employees supervised by the Director of Building and Grounds/Parks who are placed in an "on-call" status shall receive thirty dollars (\$30.00) per day for being on-call. This sum shall be in addition to any moneys received for being called into work. This "on-call" provision shall only apply to on-call

assignments during weekends (Saturday and Sunday) and holidays. Additionally, these specific employees shall receive \$10.00 per day for being on call for a weekday (Monday - Friday), when designated by the Director of Buildings and Grounds/Parks to cover his/her scheduled vacation days only. The Director shall strive to equalize the "on call" status among all eligible members of his/her department.

Section 4. Training Pay. An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Department Head shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or Department Head which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1-1/2) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-1/2X) at the option of the employee. Part-time employees shall receive pay at the straight time rate up to a total of forty (40) hours in a week for all hours spent in class at such schooling or training, or straight time compensatory time at the option of the employee. If a part-time employee's time work exceeds forty (40) hours in a week with such training, they shall receive overtime or compensatory time as provided in Section 3 above. Educational opportunities within each Department shall be posted; those attending will be determined by the Employer and/or Department Head.

#### UNIFORM ALLOWANCE

Employees working under Building and Grounds/Parks will be reimbursed for approved clothing allowance purchases up to \$350.00 each during the course of the fiscal year. All purchases must be approved in advance by their supervisor, or will not be reimbursed.

### ARTICLE 17 - JURY DUTY

Section 1. Jury Duty. A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the



employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days' prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

Section 2. Subpoenas. An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed.

#### ARTICLE 18 - INSURANCES

Section 1. Hospitalization/Medical Coverage. Effective March 1, 2005, the plan will be the Michigan Blue Cross/Blue Shield Community Blue PPO Plan 3 with a \$10/\$40 prescription drug card co-pay and 3 month drug mail order rider (MOPD).

The Employer also agrees to reimburse employees for the PPO Plan 3 in-network deductible of \$250 for single and \$500 for full family **until September 30, 2008. Effective October 1, 2008 the employer obligation to reimburse deductible shall be limited to only the \$250.00 in-network single deductible for the employee.** Effective January 1, 2005 current enrollees shall share the premium costs under the schedule as follows based on level of coverage through pre-tax payroll deduction.

Single coverage and Continuance:	\$25.00 per month
2 Person Coverage:	\$55.00 per month
Family Coverage:	\$60.00 per month

This schedule shall be adjusted annually to reflect the percentage change in the premium

cost of the insurance. The percentage increases shall be applied to the above rates cumulatively.

The Employer's obligation under this article for payment of medical insurance for New Hires effective January 1, 2005 shall be limited to ninety percent (90%) of the employee's total health insurance premium rounded to the nearest \$1.00. The employee shall pay the remaining ten percent (10%) of the premium through pre-tax payroll deduction. The employer, after discussion with the Association, reserves the right to change the plan provider as a cost saving measure provided benefits remain comparable to those currently provided.

**Effective October 1, 2008 the Employer's obligation for payment of medical insurance for those employees hired prior to March 1, 2005 shall be limited to 92.5% of the employee's total health insurance premium rounded to the nearest \$1.00, through pre-tax payroll deduction. The employee shall pay the remaining 7.5% of the premium through pre-tax payroll deduction.**

**Effective October 1, 2009 the Employer's obligation under this article for payment of medical insurance for all employees shall be limited to 90% of the employee's total health insurance premium, rounded to the nearest \$1.00. The employee shall pay the remaining 10% of the premium through pre-tax payroll deduction.**

Section 2. Notification. It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

Section 3. If an eligible employee has health insurance available from another source, they may waive coverage ,and receive \$100.00 per month in lieu of such coverage. This provision shall be effective upon the County providing an IRS Section 125 Plan allowing the waiver. Employees waiving coverage may be limited to re-enrolling only during open enrollment periods or as allowed by the employer's health insurance carrier. **Effective October 1, 2008 this payment in lieu of coverage shall be increased to \$200.00 per month. Effective October 1, 2009 this payment in lieu of coverage shall be increased to \$300.00 per month.**

**If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of \$100.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this article.**

Section 4. Life Insurance. The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

Section 5. Retirement. When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the county portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

#### ARTICLE 19 - LONGEVITY

Section 1. **After completing three (3) years of service, each full time employee shall receive annually, as of December 1<sup>st</sup> of each year longevity pay of one hundred dollars (\$100.00), plus \$25.00 for each additional year completed over and above three (3) years, up to a maximum of six hundred and fifty dollars (\$650.00)**

#### ARTICLE 20 - RETIREMENT

A. Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall continue to be B-3 , with 55/25, FAC-3 rider with an E-2 rider, which will require a 10 year vesting. The employer/employee will pay 50% respectively of the increase to provide E-2. If the actuarial cost to provide the E-2 increases during the term of this contract the employee's/employer's share will

not exceed 2.3%, any increase above this agreed upon amount will constitute reopening this article for discussion. Those employees currently vested under V-6 will remain vested under V-10.

B. Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1, 1983.

#### ARTICLE 21 - TRAVEL ALLOWANCE

The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

A. Mileage Allowance.

- 1) The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- 2) Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.
- 3) There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips in accordance with the parameters set forth in the Menominee County Travel Expense Voucher.

B. Conferences, Conventions or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer:

- 1) Attendance at a meeting, convention, conference or seminar shall have the prior approval of the County Administrator or Personnel Committee of the Board of Commissioners.

- 2) Travel by private automobile shall be reimbursed at the rate as provided in section (2) above.
- 3) If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
- 4) If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- 5) Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense vouchers.
- 6) When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- 7) Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- 8) Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- 9) Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employee and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
- 10) The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited:
  - a) Travel insurance;
  - b) Laundry or dry cleaning; or
  - c) Hospitality or entertainment expense.

## ARTICLE 22 - PHYSICAL EXAMINATION

Section 1. Physical Exams. As a condition of the employee's return to work from a leave taken for the reason of the employee's mental condition, or an unpaid health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his/her health or safety or that of other employees or the public.

Section 2. Physician Costs. Examinations required under this Article shall be by a non-employee physician of the County's choice, including an appropriate medical specialist selected by the County when deemed appropriate. The cost of such examination shall be borne by the County.

Section 3. Disputes. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties. The expense of any third physician shall be shared equally by the Employer and the employee to the extent not covered by insurance.

Section 4. Employer Action. On the basis of such an examination under this Article, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

Section 5. Illegal Drug or Other Substance Abuse Testing. The Employer reserves the right to require an employee to take a test for illegal drug use or other substance abuse in the event the Employer has a reasonable suspicion of such use. Reasonable suspicion testing may be based upon:

- A. Observable phenomena such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;

- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated; or
- E. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere “hunches” are not sufficient to meet this standard.

Section 6. When an employee is required to take a physical exam with an employee designate physician or to take a substance abuse test under this Article during work hours, the time for the exam or test shall be considered hours worked.

#### ARTICLE 23 - GENERAL PROVISIONS

Section 1. Gender. All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

Section 2. Employee Information. It is the responsibility of each and every employee to keep his/her supervisor and the County Clerk’s office informed of his/her latest address and telephone number.

Section 3. Amendments. 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 contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

Section 4. Demands and Proposals. 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 Association, 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 matter referred to or covered in this Agreement.

Section 5. Savings Clause. If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 6. Captions. The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

Section 7. Binding Effect. The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of the Agreement by the bargaining unit members. and by the Menominee County Board of Commissioners.

Section 8. Outside Employment. In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department.

Section 9. Invalidity of Contract Provisions. The parties agree that, should any Article or Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to re-negotiate such Article and/or Section to bring such Article and/or Section in compliance with such law.

Section 10. Inclement Weather.

A. The Chairperson of the Board of Commissioners, County Administrator and/or the County Clerk will determine if weather conditions are severe enough to close the Courthouse. Notice of closing will be broadcast over local radio stations. All employees will be paid for their regularly scheduled hours that day if the Courthouse is closed.



B. Employees who are unable, due to weather conditions, to report for work when the Courthouse is open must use first compensatory time (if any), then vacation or personal leave (if any), and then sick leave in order to be paid for that day.

C. If weather conditions or other acts of God make it necessary to close the Courthouse after the business day has started, all employees will be paid for their regularly scheduled shifts for the period the Courthouse is closed. This decision will be made by the County Administrator, the County Clerk, then the County Chair.

## ARTICLE 24 - COMPENSATION

Section 1. Rates of Pay. For each classification there is a Start Rate, Intermediate Rates, and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan, Appendix "A" attached to this Agreement.

Section 2. Appointments. Original appointments to any position will be made at the start rate of the classification. However, based upon the recommendation of the Department Head and County Administrator, the Board of Commissioners may approve compensation up through the three (3) year rate in the wage schedule for the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

Section 3. Wage Advancement. New employees at the start step shall advance to the next step of their wage grade (on their anniversary date) at the beginning of the first full payroll period following the successful completion of one (1) year of continuous County service in their classification. Further advancement within the wage range shall be by successive steps effective (on the employee's anniversary date) the first full payroll period following the employee's completion of an additional one (1) year of continuous County service in their classification.

Section 4. Retroactivity. Wage and economic increases under this Agreement shall be paid retroactively only for bargaining unit members employed by the County upon ratification of this Agreement by both the Association and the Employer. No retroactivity shall be paid for persons terminating employment with the County prior to ratification by both parties.

terminating employment with the County prior to ratification by both parties.

## ARTICLE 25 - TERMINATION AND MODIFICATION

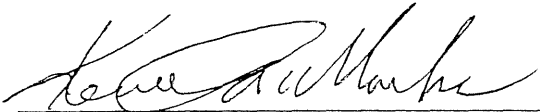
Section 1. Termination and Modification. This Agreement shall continue in full force and effect until September 30, 2010.


- A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
- C. Notice of termination or modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Association: to the **Wisconsin Professional Police Association, W 3777 Lake Louise Drive N, Vulcan, Michigan**, and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Association or the Employer may make available.

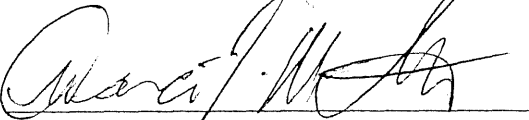
SIGNATURES

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed on the day and year first above written.

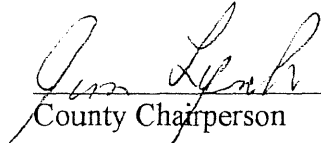
FOR THE ASSOCIATION:

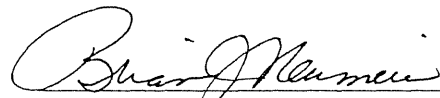
  
\_\_\_\_\_  
Ken Marks, Association President

  
\_\_\_\_\_  
Mary DePas, Vice President

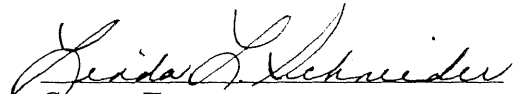
  
\_\_\_\_\_  
Fran McCarthy, Business Agent  
UMLEA/WPPA

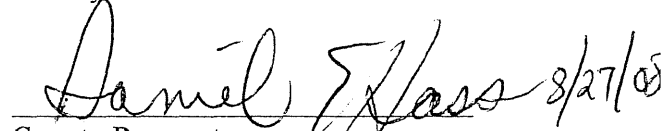
FOR THE EMPLOYER:

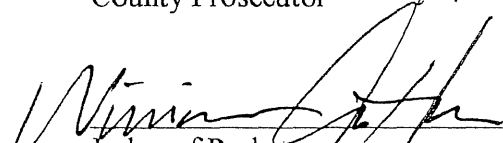
  
\_\_\_\_\_  
County Chairperson

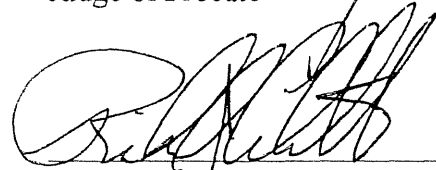
  
\_\_\_\_\_  
County Administrator

  
\_\_\_\_\_  
County Clerk

  
\_\_\_\_\_  
County Treasurer

  
\_\_\_\_\_  
County Prosecutor 8/27/08

  
\_\_\_\_\_  
Judge of Probate

  
\_\_\_\_\_  
Circuit Judge

## WAGE SCHEDULES

(See Appendix A attached)

Employee's salary effective October 1, 2007 will be set according to the following schedule increase on scale per each employee:

April 1, 2008 - **2%**

October 1, 2008 - **2.5%**

October 1, 2009 - **3%**

**FISCAL YEAR 10/1/2007 to 9/30/2008**  
**2% on October 1, 2007 (Effective April 1, 2008)**  
**MENOMINEE COUNTY**  
**JOB CLASSIFICATION LIST - GRADE ORDER**

Grade	Annual Salary Range						Job Code and Title
	Minimum	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
5	23,232 \$11.17	24,162 \$11.62	25,091 \$12.06	26,020 \$12.51	26,950 \$12.96	27,879 \$13.40	1204 Custodian (B&G)
6	25,549 \$12.28	26,571 \$12.77	27,593 \$13.27	28,615 \$13.76	29,637 \$14.25	30,659 \$14.74	1102 Bldg Code Secretary(bldg code) 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	27,865 \$13.40	28,981 \$13.93	30,095 \$14.47	31,210 \$15.00	32,324 \$15.54	33,438 \$16.08	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cnty Clerk - Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of Probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) 1801 Extension Secretary (ext) 1702 Staff Cartographer - Tax Bill Coordinator
8	30,182 \$14.51	31,389 \$15.09	32,597 \$15.67	33,804 \$16.25	35,012 \$16.83	36,219 \$17.41	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas)
9	32,498 \$15.62	33,798 \$16.25	35,098 \$16.87	36,398 \$17.50	37,698 \$18.12	38,998 \$18.75	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (Prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) 1305 Accounts Payable/Financial Systems Admin (clerk)
10	34,815 \$16.74	36,208 \$17.41	37,601 \$18.08	38,992 \$18.75	40,385 \$19.42	41,778 \$20.09	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	37,131 \$17.85	38,617 \$18.57	40,102 \$19.28	41,587 \$19.99	43,073 \$20.71	44,557 \$21.42	1101 Building Inspector (bldg code)

**FISCAL YEAR 10/1/2008 to 9/30/2009**  
**2.5% on October 1, 2008**  
**MENOMINEE COUNTY**  
**JOB CLASSIFICATION LIST - GRADE ORDER**

Grade	Annual Salary Range						Job Code and Title
	Minimum	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	
5	23,813 \$11.45	24,766 \$11.91	25,718 \$12.36	26,671 \$12.82	27,624 \$13.28	28,576 \$13.74	1204 Custodian (B&G)
6	26,188 \$12.59	27,235 \$13.09	28,282 \$13.60	29,331 \$14.10	30,378 \$14.60	31,425 \$15.11	1102 Bldg Code Secretary(bldg code) 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	28,562 \$13.73	29,705 \$14.28	30,848 \$14.83	31,990 \$15.38	33,132 \$15.93	34,274 \$16.48	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cnty Clerk - Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of Probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) 1801 Extension Secretary (ext) 1702 Staff Cartographer - Tax Bill Coordinator
8	30,937 \$14.87	32,174 \$15.47	33,411 \$16.06	34,649 \$16.66	35,887 \$17.25	37,125 \$17.85	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas)
9	33311 \$16.01	34,643 \$16.66	35,975 \$17.30	37,308 \$17.94	38,640 \$18.58	39,973 \$19.22	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (Prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) 1305 Accounts Payable/Financial Systems Admin (clerk)
10	35686 \$17.16	37,113 \$17.84	38,541 \$18.53	39,967 \$19.21	41,394 \$19.90	42,822 \$20.59	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	38,059 \$18.30	39,582 \$19.03	41,105 \$19.76	42,627 \$20.49	44,150 \$21.23	45,671 \$21.96	1101 Building Inspector (bldg code)

*AMG-06*

*P.T. Deputy Treasurer*

**FISCAL YEAR 10/1/2009 to 9/30/2010**  
**3.0% on October 1, 2009**  
**MENOMINEE COUNTY**  
**JOB CLASSIFICATION LIST - GRADE ORDER**

Grade	Annual Salary Range						Job Code and Title
	1	2	3	4	5	6	
5	24,528 \$11.79	25,509 \$12.26	26,490 \$12.74	27,471 \$13.21	28,452 \$13.68	29,433 \$14.15	1204 Custodian (B&G)
6	26,974 \$12.97	28,052 \$13.49	29,131 \$14.01	30,211 \$14.52	31,289 \$15.04	32,368 \$15.56	1102 Bldg Code Secretary (bldg code) 1308 Deputy Clerk (PT) (clerk) 1904 Computer Operator/Clerk (FOC) 1203 Park Ranger (Parks)
7	29,419 \$14.14	30,596 \$14.71	31,773 \$15.28	32,949 \$15.84	34,126 \$16.41	35,302 \$16.97	1903 Computer Operator/Secretary (FOC) 1306 Dep. Cnty Clerk - Circuit/Family Ct (clerk) 1304 Records and Payroll (clerk) 1307 Dep. Register of Deeds (register of deeds) 2203 Dep. Register of Probate (pro/fam ct) 2204 Dep. Register of Probate/Juvenile (pro/fam ct) 2404 Dep. Treasurer (treas) 1801 Extension Secretary (ext) 1702 Staff Cartographer - Tax Bill Coordinator
8	31,865 \$15.32	33,139 \$15.93	34,414 \$16.55	35,688 \$17.16	36,964 \$17.77	38,238 \$18.38	2501 Veterans Service Officer 2403 Dep. Treasurer - Taxes (treas)
9	34,310 \$16.50	35,682 \$17.15	37,055 \$17.81	38,427 \$18.47	39,800 \$19.13	41,172 \$19.79	1202 Asst. Maintenance Superintendent (B&G) 2104 Legal Secretary/Computer Operator (Prosecutor) 2202 Register of Probate/Juv Court Rec (prob/fam ct) 1703 Staff Appraiser (equal) 1305 Accounts Payable/Financial Systems Admin (clerk)
10	36,756 \$17.67	38,226 \$18.38	39,697 \$19.09	41,166 \$19.79	42,636 \$20.50	44,107 \$21.21	2103 Investigator (prosecutor) 1902 Caseworker (FOC)
11	39,201 \$18.85	40,769 \$19.60	42,338 \$20.35	43,906 \$21.11	45,474 \$21.86	47,041 \$22.62	1101 Building Inspector (bldg code)

## DMG-Maximus Salary Study

## PAY GRADE BY STEPS

2% on Oct.1, 2007 (effective 01 April 2008)

GRADE	MIN					MID
	1	2	3	4	5	6
1	13,968	14,527	15,085	15,644	16,202	16,761
	\$6.72	\$6.98	\$7.25	\$7.52	\$7.79	\$8.06
2	16,284	16,935	17,586	18,237	18,889	19,540
	\$7.83	\$8.14	\$8.45	\$8.77	\$9.08	\$9.39
3	18,599	19,344	20,088	20,832	21,576	22,320
	\$8.94	\$9.30	\$9.66	\$10.02	\$10.37	\$10.73
4	20,916	21,753	22,590	23,427	24,263	25,100
	\$10.06	\$10.46	\$10.86	\$11.26	\$11.66	\$12.07
5	23,232	24,162	25,091	26,020	26,950	27,879
	\$11.17	\$11.62	\$12.06	\$12.51	\$12.96	\$13.40
6	25,549	26,571	27,593	28,615	29,637	30,659
	\$12.28	\$12.77	\$13.27	\$13.76	\$14.25	\$14.74
7	27,865	28,981	30,095	31,210	32,324	33,438
	\$13.40	\$13.93	\$14.47	\$15.00	\$15.54	\$16.08
8	30,182	31,389	32,597	33,804	35,012	36,219
	\$14.51	\$15.09	\$15.67	\$16.25	\$16.83	\$17.41
9	32,498	33,798	35,098	36,398	37,698	38,998
	\$15.62	\$16.25	\$16.87	\$17.50	\$18.12	\$18.75
10	34,815	36,208	37,601	38,992	40,385	41,778
	\$16.74	\$17.41	\$18.08	\$18.75	\$19.42	\$20.09
11	37,131	38,617	40,102	41,587	43,073	44,557
	\$17.85	\$18.57	\$19.28	\$19.99	\$20.71	\$21.42
12	39,447	41,024	42,602	44,181	45,759	47,336
	\$18.96	\$19.72	\$20.48	\$21.24	\$22.00	\$22.76
13	41,763	43,434	45,105	46,775	48,446	50,117
	\$20.08	\$20.88	\$21.69	\$22.49	\$23.29	\$24.09
14	44,081	45,844	47,607	49,370	51,133	52,896
	\$21.19	\$22.04	\$22.89	\$23.74	\$24.58	\$25.43
15	46,396	48,252	50,108	51,963	53,820	55,675
	\$22.31	\$23.20	\$24.09	\$24.98	\$25.87	\$26.77
16	48,713	50,661	52,609	54,558	56,507	58,455
	\$23.42	\$24.36	\$25.29	\$26.23	\$27.17	\$28.10
17	51,029	53,071	55,112	57,153	59,194	61,235
	\$24.53	\$25.51	\$26.50	\$27.48	\$28.46	\$29.44
18	53,346	55,479	57,613	59,747	61,882	64,015
	\$25.65	\$26.67	\$27.70	\$28.72	\$29.75	\$30.78
19	55,662	57,888	60,115	62,341	64,568	66,794
	\$26.76	\$27.83	\$28.90	\$29.97	\$31.04	\$32.11
20	57,979	60,298	62,617	64,935	67,254	69,574
	\$27.87	\$28.99	\$30.10	\$31.22	\$32.33	\$33.45
21	60,294	62,706	65,118	67,531	69,943	72,354
	\$28.99	\$30.15	\$31.31	\$32.47	\$33.63	\$34.79
22	62,610	65,114	67,619	70,124	72,628	75,132
	\$30.10	\$31.30	\$32.51	\$33.71	\$34.92	\$36.12
23	64,927	67,525	70,121	72,719	75,315	77,913
	\$31.22	\$32.46	\$33.71	\$34.96	\$36.21	\$37.46
24	67,244	69,934	72,624	75,313	78,002	80,693
	\$32.33	\$33.62	\$34.92	\$36.21	\$37.50	\$38.79
25	69,560	72,343	75,125	77,907	80,690	83,472
	\$33.44	\$34.78	\$36.12	\$37.46	\$38.79	\$40.13



## DMG-Maximus Salary Study

## PAY GRADE BY STEPS

2.5% on Oct.1, 2008

GRADE	MIN					MID
	1	2	3	4	5	6
1	14,317	14,890	15,463	16,035	16,607	17,180
	\$6.88	\$7.16	\$7.43	\$7.71	\$7.98	\$8.26
2	16,691	17,359	18,025	18,693	19,361	20,028
	\$8.02	\$8.35	\$8.67	\$8.99	\$9.31	\$9.63
3	19,064	19,827	20,591	21,352	22,115	22,879
	\$9.17	\$9.53	\$9.90	\$10.27	\$10.63	\$11.00
4	21,439	22,296	23,154	24,013	24,870	25,728
	\$10.31	\$10.72	\$11.13	\$11.54	\$11.96	\$12.37
5	23,813	24,766	25,718	26,671	27,624	28,576
	\$11.45	\$11.91	\$12.36	\$12.82	\$13.28	\$13.74
6	26,188	27,235	28,282	29,331	30,378	31,425
	\$12.59	\$13.09	\$13.60	\$14.10	\$14.60	\$15.11
7	28,562	29,705	30,848	31,990	33,132	34,274
	\$13.73	\$14.28	\$14.83	\$15.38	\$15.93	\$16.48
8	30,937	32,174	33,411	34,649	35,887	37,125
	\$14.87	\$15.47	\$16.06	\$16.66	\$17.25	\$17.85
9	33,311	34,643	35,975	37,308	38,640	39,973
	\$16.01	\$16.66	\$17.30	\$17.94	\$18.58	\$19.22
10	35,686	37,113	38,541	39,967	41,394	42,822
	\$17.16	\$17.84	\$18.53	\$19.21	\$19.90	\$20.59
11	38,059	39,582	41,105	42,627	44,150	45,671
	\$18.30	\$19.03	\$19.76	\$20.49	\$21.23	\$21.96
12	40,433	42,050	43,667	45,285	46,903	48,519
	\$19.44	\$20.22	\$20.99	\$21.77	\$22.55	\$23.33
13	42,807	44,520	46,232	47,944	49,657	51,370
	\$20.58	\$21.40	\$22.23	\$23.05	\$23.87	\$24.70
14	45,183	46,990	48,798	50,604	52,411	54,219
	\$21.72	\$22.59	\$23.46	\$24.33	\$25.20	\$26.07
15	47,556	49,459	51,360	53,262	55,165	57,067
	\$22.86	\$23.78	\$24.69	\$25.61	\$26.52	\$27.44
16	49,931	51,927	53,924	55,922	57,919	59,916
	\$24.01	\$24.97	\$25.93	\$26.89	\$27.85	\$28.81
17	52,304	54,397	56,489	58,581	60,673	62,765
	\$25.15	\$26.15	\$27.16	\$28.16	\$29.17	\$30.18
18	54,679	56,866	59,053	61,240	63,429	65,616
	\$26.29	\$27.34	\$28.39	\$29.44	\$30.49	\$31.55
19	57,053	59,335	61,617	63,900	66,182	68,464
	\$27.43	\$28.53	\$29.62	\$30.72	\$31.82	\$32.92
20	59,428	61,805	64,182	66,559	68,936	71,313
	\$28.57	\$29.71	\$30.86	\$32.00	\$33.14	\$34.29
21	61,802	64,274	66,746	69,219	71,691	74,162
	\$29.71	\$30.90	\$32.09	\$33.28	\$34.47	\$35.65
22	64,176	66,742	69,309	71,877	74,444	77,010
	\$30.85	\$32.09	\$33.32	\$34.56	\$35.79	\$37.02
23	66,550	67,856	70,465	73,075	75,685	78,295
	\$32.00	\$32.62	\$33.88	\$35.13	\$36.39	\$37.64
24	68,925	71,682	74,439	77,196	79,952	82,710
	\$33.14	\$34.46	\$35.79	\$37.11	\$38.44	\$39.76
25	71,299	74,152	77,003	79,855	82,708	85,559
	\$34.28	\$35.65	\$37.02	\$38.39	\$39.76	\$41.13

## DMG-Maximus Salary Study

## PAY GRADE BY STEPS

3.0% on Oct.1, 2009

GRADE	MIN					MID
	1	2	3	4	5	6
1	14,746	15,336	15,926	16,517	17,105	17,695
	\$7.09	\$7.37	\$7.66	\$7.94	\$8.22	\$8.51
2	17,191	17,879	18,566	19,254	19,942	20,629
	\$8.27	\$8.60	\$8.93	\$9.26	\$9.59	\$9.92
3	19,636	20,422	21,208	21,993	22,779	23,565
	\$9.44	\$9.82	\$10.20	\$10.57	\$10.95	\$11.33
4	22,083	22,965	23,849	24,733	25,616	26,500
	\$10.62	\$11.04	\$11.47	\$11.89	\$12.32	\$12.74
5	24,528	25,509	26,490	27,471	28,452	29,433
	\$11.79	\$12.26	\$12.74	\$13.21	\$13.68	\$14.15
6	26,974	28,052	29,131	30,211	31,289	32,368
	\$12.97	\$13.49	\$14.01	\$14.52	\$15.04	\$15.56
7	29,419	30,596	31,773	32,949	34,126	35,302
	\$14.14	\$14.71	\$15.28	\$15.84	\$16.41	\$16.97
8	31,865	33,139	34,414	35,688	36,964	38,238
	\$15.32	\$15.93	\$16.55	\$17.16	\$17.77	\$18.38
9	34,310	35,682	37,055	38,427	39,800	41,172
	\$16.50	\$17.15	\$17.81	\$18.47	\$19.13	\$19.79
10	36,756	38,226	39,697	41,166	42,636	44,107
	\$17.67	\$18.38	\$19.08	\$19.79	\$20.50	\$21.21
11	39,201	40,769	42,338	43,906	45,474	47,041
	\$18.85	\$19.60	\$20.35	\$21.11	\$21.86	\$22.62
12	41,646	43,311	44,977	46,644	48,310	49,975
	\$20.02	\$20.82	\$21.62	\$22.42	\$23.23	\$24.03
13	44,091	45,855	47,619	49,382	51,147	52,911
	\$21.20	\$22.05	\$22.89	\$23.74	\$24.59	\$25.44
14	46,538	48,399	50,262	52,122	53,983	55,845
	\$22.37	\$23.27	\$24.16	\$25.06	\$25.95	\$26.85
15	48,982	50,942	52,901	54,860	56,820	58,779
	\$23.55	\$24.49	\$25.43	\$26.38	\$27.32	\$28.26
16	51,428	53,485	55,542	57,600	59,657	61,714
	\$24.73	\$25.71	\$26.70	\$27.69	\$28.68	\$29.67
17	53,873	56,029	58,184	60,339	62,494	64,648
	\$25.90	\$26.94	\$27.97	\$29.01	\$30.05	\$31.08
18	56,320	58,572	60,825	63,078	65,332	67,584
	\$27.08	\$28.16	\$29.24	\$30.33	\$31.41	\$32.49
19	58,765	61,115	63,466	65,817	68,167	70,518
	\$28.25	\$29.38	\$30.51	\$31.64	\$32.77	\$33.90
20	61,211	63,659	66,108	68,555	71,004	73,453
	\$29.43	\$30.61	\$31.78	\$32.96	\$34.14	\$35.31
21	63,656	66,202	68,749	71,295	73,842	76,387
	\$30.60	\$31.83	\$33.05	\$34.28	\$35.50	\$36.72
22	66,101	68,744	71,389	74,033	76,677	79,321
	\$31.78	\$33.05	\$34.32	\$35.59	\$36.86	\$38.13
23	68,547	69,892	72,579	75,268	77,955	80,644
	\$32.96	\$33.60	\$34.89	\$36.19	\$37.48	\$38.77
24	70,993	73,832	76,673	79,512	82,351	85,191
	\$34.13	\$35.50	\$36.86	\$38.23	\$39.59	\$40.96
25	73,438	76,376	79,314	82,251	85,189	88,126
	\$35.31	\$36.72	\$38.13	\$39.54	\$40.96	\$42.37

*Approved  
12/28/2010*

**AMENDMENT AGREEMENT  
BETWEEN  
MENOMINEE COUNTY (EMPLOYER)  
AND**

**AFSCME, COUNCIL 25, MENOMINEE COUNTY E-911 UNIT (UNION)**

**WHEREAS**, the Employer and the Union have entered a collective bargaining agreement with a term running from October 1, 2007, through September 30, 2010, and are currently in negotiations for a successor agreement; and

**WHEREAS**, the Employer has experienced substantial insurance cost increases that will increase both the Employer and Employee costs; and

**WHEREAS**, the parties have investigated alternative health plan options; and

**WHEREAS**, the parties are agreeable to amending the collective bargaining agreement to implement these alternative plan changes.

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties as follows:

1. ARTICLE 19, INSURANCES, of the Agreement will be amended to read as follows:

**ARTICLE 19 INSURANCES**

Section 1. Hospitalization/Medical Coverage. The Hospitalization/Medical Plan in effective on September 30, 2010 shall remain effective through December 31, 2010. Effective January 1, 2011, or as soon thereafter as it may be implemented, the Hospitalization/Medical Plan shall be changed and shall include a County funded HRA program as set forth in more detail in Attachment 1 to this Amendment Agreement. The Hospitalization/Medical Plan will be the Blue Cross/Blue Shield Community Blue PPO Plan 15/0 Plan with a \$10/40 prescription card co-pay, \$30 office visits, \$50 Emergency Room copay, and the same dental and vision coverages as in effect on September 30, 2010. The HRA shall reimburse the PPO Plan 15/0 Plan deductibles and coinsurance to the PPO Plan 3 levels. The Employer, after discussion with the Association, reserves the right to change the plan provider as a cost saving measure provided benefits remain comparable to those currently provided.

The Employer's obligation under this article for payment of medical insurance premium for regular full time employees shall be limited to 90% of the employee's total health insurance premium, rounded to the nearest \$1.00. The employee shall pay the remaining 10% of the premium through pre-tax payroll deduction. These cost sharing percentages shall be calculated from the base premium payment on the Hospitalization/Medical

Plan only, and shall not include the HRA costs, which shall be funded by the Employer.

Section 2. Notification. It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

Section 3. Payment in Lieu of Health Insurance. If an eligible employee has health insurance available from another source, they may waive coverage, and receive \$400.00 per month in lieu of such coverage. This provision shall be effective upon the County providing an IRS Section 125 Plan allowing the waiver. Employees waiving coverage may be limited to re-enrolling only during open enrollment periods or as allowed by the employer's health insurance carrier.

If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of \$400.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this article.

Section 4. Life Insurance. The Employer will provide life insurance for all regular full time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

Section 5. Liability Insurance. Employees are covered by liability insurance as to actions arising out of the scope of their employment pursuant to the County's general liability insurance carrier or risk group. In the event the County modifies the current liability coverages, prior notification will be provided to the Union.

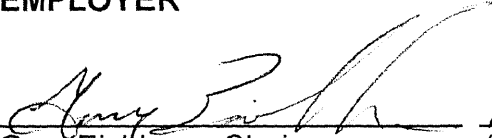
Section 6. Retirement. When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the county portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit, including the HRA monthly cost, as determined by the County's

insurance representatives. The premium will be paid to the Employer, who shall forward the same to the group carrier.

2. It is hereby agreed between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after October 1, 2010, through December 31, 2011 or until a successor agreement is effective, whichever is later. The balance of the terms other than these provisions on insurances for a successor agreement commencing October 1, 2010 shall be subject to negotiation between the parties.

**EMPLOYER**

**UNION**

  
\_\_\_\_\_  
Gary Eichhorn, Chairperson      12-28-10      \_\_\_\_\_      (date)  
County Board of Commissioners      (date)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(date)