

AGREEMENT

BETWEEN

MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

AND

MIDLAND COUNTY BOARD OF COMMISSIONERS

MIDLAND, MICHIGAN

January 1, 2008 - December 31, 2012

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AGREEMENT

This Agreement, entered into on this 1st day of January, 2008, between the County of Midland (hereinafter referred to as the "EMPLOYER") and the Midland County Environmental Health Chapter of Local #1855, affiliated with Michigan Council #25 AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.

ARTICLE I - PURPOSE AND INTENT

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

The parties recognize the essential public services here involved and that the interest of the community and the job security of the employees depend upon the Employer's success in establishing and maintaining proper service to the community.

The parties mutually recognize the responsibility of both the employees and the Employer to the public requires that any disputes arising between the employees and the Employer be adjusted and settled in an orderly manner without interruption of such service to the public.

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

ARTICLE II - PREFACE

The Employer and the Union recognize their responsibilities under federal, state and local laws relating to fair employment practices.

The Employer and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate.

The Employer and the Union agree that neither shall discriminate against any employee or applicant for employment because of race, color, creed, age, sex, nationality, political belief or physical handicap. Guarantees against discrimination shall include but not be limited to promotion, upgrading, job training, transfers, layoffs, rehires, and discharges.

ARTICLE III - RECOGNITION - Employees Covered

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

All full-time Registered Sanitarians and Sanitarians; excluding all supervisors, and confidential, temporary and part-time employees and all other employees.

It is further agreed that temporary employees, part-time employees and persons employed by the Employer under and pursuant to federal, state and private funded programs and paid out of such funds shall not be included in this Bargaining Unit. The Employer agrees that during the term of this Agreement that it is not the Employer's intent to use temporary or federal, state, or private funded programs' employees to erode the bargaining unit or cause a loss of jobs, pay or work to bargaining unit members.

As used in this Agreement:

- (A) A part-time employee is one who works less than 65 hours per pay period and may be on a scheduled or "as needed" basis.
- (B) A temporary employee may work either full-time or part-time, but is hired for a limited period not to exceed six (6) consecutive months of time for special projects, heavy workload periods, and as a temporary replacement for another employee. This period may be extended for an additional six (6) consecutive months upon mutual agreement between the Union and the Employer. The six (6) months limited time period shall not include employees employed under the provisions of a federal, state or private funded program. For the purposes of this program, temporary employees shall be governed by the terms and conditions as they are defined in the program by which it is funded.

ARTICLE IV - AID TO OTHER UNIONS

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

ARTICLE V - UNION SECURITY (Agency Shop)

- (A) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representation fee to the union equal to dues uniformly charged for membership for the duration of this Agreement.
- (B) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee equal to dues uniformly charged for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- (C) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues uniformly charged for membership for the duration of this Agreement, commencing the ninety-first (91st) day following the beginning of their employment in the unit for new hires and thirty-first (31st) day for all others.
- (D) Employees of the seniority units that are represented by the Union shall be deemed to be in compliance with this Union Security Clause if they are not more than sixty (60) days in arrears in payment of membership dues or the sum equivalent to membership dues as a charge for representation services.
- (E) The Employer shall be notified in writing by the Union, of any employees in the seniority units that are represented by the Union who are sixty (60) days in arrears in payments of membership dues, or the sum equivalent.
- (F) Indemnification. The Union will protect and save harmless the Employer from any or all claims, demands, costs, suits, and other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purposes of complying with this article.
- (G) Neither the Employer nor the Union shall discriminate against any employee because of such employee's membership or non-membership in the Union.

ARTICLE VI - DUES AND FEES CHECKOFF

- (A) The Employer agrees to deduct from the wages of any non-probationary employee, all Union membership dues, initiations fees and representation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form, as provided by the Union. Said form shall be executed by the employee. The written authorization for Union dues and fee deductions shall remain in full force and effect during the period of this and successive contracts.
- (B) Dues and/or fees will be authorized, levied and certified in accordance with the Constitution and bylaws of the local union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the financial officer or a designated representative of Council 25, regarding the amounts to be deduced and the legality of the adopting action specifying such amounts of Union dues and/or fees.
- (C) The Union agrees to indemnify and save the Employer harmless against any and all claims, demands, costs, suits or other forms of liability, arising out of its deductions from any employee's pay of Union dues, initiation fees or representation fees. The Union assumes full responsibility for the disposition of the deduction so made once they have remitted to the Union.

ARTICLE VII - REMITTANCE OF DUES AND FEES

(A) When Deduction Begins

Checkoff deductions under all properly executed authorization for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month and each month thereafter.

(B) Remittance of Dues to Financial Officer

Deductions for any calendar month shall be remitted to the address designated by the financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and amount deducted for employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

ARTICLE VIII - UNION REPRESENTATION

(A) Steward and Alternate Steward

The employees covered by this Agreement will be represented by one (1) steward.

- (1) The Employer will be notified of the name of the Steward and an alternate steward, who will serve only in the absence of the regular steward.
- (2) The Steward, and the alternate in his/her absence, shall, upon request to his/her supervisor, be permitted to leave his/her job for the purpose of investigating and presenting grievances in accordance with the provisions of the grievance procedure. It is agreed that in the event of abuse of this privilege, it shall become a proper matter for a special conference.

ARTICLE IX - RIGHTS AND RESPONSIBILITIES

(A) No Strike or Lockout

- (1) No employee shall engage in any strike, sit-down, sit-in, slowdown, cessation, stoppage, or interruption of work, or boycott.
- (2) The Union and its officers, agents, representatives, and members shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit-down, sit-in, slowdown, cessation, stoppage, or interruption of work, or boycott, or ratify, condone, or lend support to any such conduct or action.
- (3) The Employer agrees that it will not lock-out employees during the term of this Agreement.
- (4) The Employer shall have the right to discharge or otherwise discipline any employee who violates this Article. The Employer's action in discharging or disciplining such employee shall be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE X - MANAGEMENT RIGHTS

The management of the Employee and the direction of the working forces is vested exclusively with the Employer. Except when expressly abridged by a specific provision of this Agreement, the Employer retains the sole right to hire, discipline, or discharge for cause, layoff, promote, transfer, and assign its employees; to determine or change the starting and quitting time and the number of hours worked; to promulgate reasonable rules and regulations; to assign duties to the work force; to establish new job classifications; to organize, discontinue, enlarge, or reduce a department, function, or division; to assign or transfer employees to other departments as operations may require; to introduce new or improved facilities; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement. The Employer may introduce a change in the method or methods of operation that will produce a change in job duties and a reduction in personnel in any department. Nothing contained in this Agreement shall prevent the implementation of any program to be hereafter undertaken by the Employer. All rights, functions, powers, and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

ARTICLE XI - SPECIAL CONFERENCES

- (A) Special conferences for important matters other than grievances, may be arranged between the Chapter Chairperson or their designated representative, and the Employer or its designated representative upon the request of either party. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within ten (10) working days after the request is received, but may be extended by mutual consent. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. The members of the Union as set forth above, shall not lose time or pay for time spent in such special conferences. These conferences may be attended by representatives of the Council and/or representatives of the International Union.
- (B) The Union representative may meet without loss of time or pay on the Employer's property for up to one-half (1/2) hour immediately preceding the conference.

ARTICLE XII - GRIEVANCE PROCEDURE

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of the terms of this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented at Step 1 within five (5) working days of the date the aggrieved employee(s) or the union became aware, or reasonably should have become aware, of the action complained of. If no grievance is presented in that time it shall be barred.

A grievance is defined as a violation of a specific article or section of this Agreement, and shall be processed in accordance with the grievance procedure set forth as follows:

Step 1

- (A) If an employee feels he has a grievance, he shall submit the grievance in writing to his immediate Supervisor. Upon receipt of the grievance the Supervisor shall sign and date the employee's copy of the grievance.
- (B) Within five (5) working days of receipt of the written grievance the Supervisor shall discuss the grievance with the employee. The Supervisor shall submit a written decision to the employee within ten (10) working days of receipt of the grievance with a copy sent to the Steward, the Department Head, and Human Resources Director.

Step 2

- (A) In the event the matter is not resolved at the Step 1 level the Steward shall submit the written grievance to the employees' Department Head within five (5) working days of the Supervisor's Step 1 meeting with the employee.
- (B) Upon receipt of the grievance, the Department Head shall sign and date the Steward's copy of the grievance and forward a copy of said grievance to the Human Resources Director.
- (C) Within five (5) working days of receipt of the written grievance the Steward shall discuss the grievance with the Department Head. The Department Head shall give the Steward a written decision within ten (10) working days of receipt of the written grievance with a copy of said decision to the Human Resources Director.

Step 3

- (A) If the Step 2 answer is not satisfactory to the Union, it shall be presented in writing by the Steward to the Human Resources Director within ten (10) working days after the Department Head's response.
- (B) The Human Resources Director shall sign and date the Steward's copy.
- (C) A meeting shall be held between the Steward, Human Resources Director and Department Head within ten (10) working days after receipt of the written grievance.
- (D) The Human Resources Director shall respond to the Steward in writing within five (5) working days after the termination of the meeting.

Step 4

- (A) If the answer at Step 3 is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
- (B) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at Step 3, meet with the Employer for the purpose of attempting to resolve the grievance. If the grievance remains unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the American Arbitration Association's Rules and Procedures within thirty (30) working days after the termination of the meeting.
- (C) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association's Rules and Regulations.
- (D) The arbitrator's decision when made in accordance with his jurisdiction and authority shall be final and binding upon the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, subtract from, alter or amend any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.

- (E) Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped and the matter resolved on the basis of the Employer's last response thereto. If the grievance is not answered by the Employer within the time provided in the grievance procedure, or any mutually agreed extension of such time, the Union may appeal the matter to the next step of the grievance procedure. Time limits may be extended by mutual consent.

ARTICLE XIII - DISCHARGE AND SUSPENSION

(A) Notice of Discharge or Suspension

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

(B) Appeal of Discharge or Suspension

Should the discharged or suspended employee and/or the Steward consider the discharge or suspension to be improper, it shall be submitted to Step 3, Paragraph C of the grievance procedure.

(C) Use of Past Record

In imposing any discipline or discharge on a current charge, the Employer will not take into account any minor infractions (e.g. absenteeism, tardiness, etc.), which occurred more than two (2) years previously.

ARTICLE XIV - ACQUIRING SENIORITY - PROBATIONARY EMPLOYEE

- (A) New employees hired in the unit shall be considered as probationary employees for the first ninety (90) calendar days of their employment. When an employee finishes the probationary period, his name shall be entered on the seniority list of the unit and he shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.
- (B) This probationary period can be extended by the Employer for an additional thirty (30) working days by mutual agreement between the Employer and the Union.
- (C) During or at the end of the probationary period, the Employer may discipline, discharge, lay off, or transfer any such employee at will, and such action shall not be subject to the grievance and arbitration provisions of their Agreement.
- (D) Probationary employees shall not be represented by the Union.

ARTICLE XV - LOSS OF SENIORITY

Employees shall lose seniority and their employment shall be terminated for the following reasons:

- (A) They quit.
- (B) They retire.
- (C) They are discharged for just cause.
- (D) They are absent for three (3) consecutive work days without notifying the department head or Human Resources Director.
- (E) They are absent for three (3) consecutive work days without a reason satisfactory to the department head for such absence.
- (F) They falsify material on the application of employment, or give a false reason to obtain a leave of absence, sick leave, or personal leave.
- (G) They fail to report for work upon termination of any leave of absence without a bona fide excuse acceptable to the department head.
- (H) They fail to report to work after being notified to report to work unless they have a bona fide excuse acceptable to the department head; proper notification shall be that as outlined in (d)(1) of the recall procedure.
- (I) They are laid off for a period of eighteen (18) consecutive months.
- (J) They are absent on approved leave from the job due to medically certified reasons for a period of more than one (1) year. Extenuating circumstances will be considered by the Employer on a case-by-case basis.
- (K) They work for another employer while on any leave of absence, unless such employment is mutually agreed to in advance by the Employer and the employee.

ARTICLE XVI - LAYOFF AND RECALL

- (A) When there is a decrease in the work force, the least senior employee within the affected classification shall be laid off first, provided the remaining employees meet the stated qualifications of the position and are qualified to do the work.
- (B) The employee(s) affected and the Union Steward shall be given two (2) weeks notification of layoff.
- (C) Employees shall be recalled to positions for which they are qualified in the inverse order of layoff.
- (D) Notice of recall shall be sent to the employee at his last known address by registered or certified mail. It is the employee's responsibility to ensure a current address is on file at the Human Resources Department.
 - (1) The employee shall report in person or by certified mail to the Human Resources Director within three (3) work days after receipt of notification of recall. The employee shall state whether or not he/she intends to return to work for the County.
 - (2) An employee who intends to return to work for the County shall report to work on the date specified by the County.
 - (3) An employee who fails to comply with the above, shall be considered as having voluntarily quit and the next employee shall be recalled to work.
- (E) The Steward shall be given the names and order of layoff or recall whenever employees are laid off or recalled to work.

ARTICLE XVII - JOB POSTING AND AWARDING PROCEDURES

- (A) All vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position on the Environmental Health Office bulletin board. Any employee interested shall sign the posting within the five (5) working days' posting period.
- (B) Three (3) merit factors will be considered in the appointment of a person to a position vacancy.
 - (1) Qualifications - education, training, and experience.
 - (2) Ability to perform at the vacant position's level.
 - (3) Length of service.
- (C) Notification of job award will be posted in the Environmental Health Office.
- (D) An employee awarded the job will have a four (4) week trial period.
- (E) During the four (4) week trial period, an employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the employee in writing.
- (F) During the trial period the employee will receive the rate of pay of the job they are performing.
- (G) The trial period may be extended up to four (4) additional weeks by mutual agreement between the County and the Union.

ARTICLE XVIII - HOURS OF WORK

The workweek shall be Monday through Friday. The workday shall be 8:00 am to 5:00 pm with one (1) hour of unpaid lunch arranged between the third and fifth hours of the day. However an employee will not be required to work more than twelve (12) hours during any day, except in emergency situations as declared by management.

The Midland County Department of Public Health desires to give staff the ability, when feasible, to vary their work schedule in order to accommodate the needs of the public as well as to allow staff greater freedom in their work schedule. It is not the intent to vary staff's schedules to work weekends or Holidays without compensation specified in Article XIX - Overtime. It is also intended to have staff partner as a team to accomplish the goals for the good of the department and community.

Individual staff who desire a 4 day/10 hour schedule need to submit a proposed schedule to the Environmental Health Director for consideration. If approved, it is the Environmental Health Director's responsibility to inform the staff so that the schedule is made known.

The varied schedule needs to take place within the hours of 7:00 a.m. to 5:30 p.m. Monday thru Friday (1/2 hour lunch) provided.

On the weeks where a paid holiday, annual leave, all day "off-site" training, and/or accreditation on-site reviews occur, all employees will work the 8:00 a.m. to 5:00 p.m. schedule.

The Environmental Health Director has the right and responsibility to require staff to work a 5-day workweek as needed (e.g. staff shortages, vacations, etc).

Staff will work together to accommodate the varied schedule.

If a staff person is called in on their day off due to the (4 day) schedule to cover for an unanticipated staff shortage, they will receive compensatory or overtime time for the time worked, according to Article XIX.

Should abuse occur within this policy agreement as determined by the Environmental Health Director and/or Health Officer they will have the right to void this policy and return to a 5-day, 8 to 5 work schedule, after a mutual conference meeting is held providing factual evidence of misuse.

When County facilities are closed due to an emergency, the affected employees of the closed facilities who are sent home shall receive their normal days pay for such closed days.

ARTICLE XIX - OVERTIME

Section 1.

Time and one-half (1-1/2) the employee's regular straight-time hourly rate shall be paid for all hours worked over forty (40) hours in any one workweek. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment.

Employees called in to work after having completed their normal work day, or scheduled to work outside of their normal work schedule, shall be paid no less than a minimum of two (2) hours pay at time and one-half (1-1/2) their regular straight-time hourly rate. The Employer shall schedule the overtime as equitably as possible.

In the event there is a problem with overtime assignments, the parties will meet in special conference to review and resolve the issue.

Paid holidays, vacation, sick leave, funeral leave, jury duty and court attendance shall be considered as time worked for purposes of overtime computation.

Section 2. Compensatory Time

- (A) Definition - Time off that is earned at the rate of 1-1/2 hours off for each hour actually worked in excess of forty (40) hours in a week.
- (B) On the effective date of this agreement all bargaining unit employees will be allowed to earn compensatory time off, if approved by the department head.
- (C) Compensatory time can be substituted for payment for overtime of more than forty (40) hours actually worked in a week.
- (D) The maximum number of compensatory off that an employee is allowed to accumulate and use during one calendar year is eighty (80) hours. An employee will be allowed to carry over up to 24 hours into the next calendar year. Any hours unused above the 24 hour carryover will be paid to the employee in the first pay period of the following year at their December 31st rate of pay.
- (E) The employee will record on his/her timecard actual hours only. Any overtime hours that the employee wishes to have converted into compensatory time off must be noted in the

comment section of the timecard. Compensatory time balances will be calculated by the Finance Department and will be reflected on the employee's check stub.

- (F) The employee will check the compensatory time box on his/her timecard when using compensatory time off.
- (G) Time off will be scheduled between the department head and the employee involved. An employee will be permitted to use accumulated compensatory time unless it would unduly disrupt the department's operations.
- (H) Upon termination, the employee will be paid for each hour of accumulated compensatory time at his/her final regular rate of pay. This payment will be made as close to the termination date as possible.

ARTICLE XX - LEAVES OF ABSENCE

(A) General Leave

An employee, for justifiable reasons, may be granted a personal leave of absence without pay of up to one (1) week by the Department Head. Authorization for such leave must be in writing and signed by the Department Head. Extensions thereof, if any, must be approved in writing by the Department Head and Human Resources Director with a copy to the Union, and shall not exceed thirty (30) days. In case of hardship such leave may be extended for an additional thirty (30) days.

During the period of absence the employee shall not engage in other employment.

Failure to comply with this provision shall result in complete loss of seniority rights and termination of the employee involved.

(B) Jury Duty

The County agrees that employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid their regular compensation for time necessarily spent in jury service upon endorsing the jury check to the Employer. Mileage payments which may have accrued will be retained by the employees if the jury duty is outside the County.

(C) Annual Leave

All full-time employees hired before January 1, 1996 who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	22 days
After 5 years	26 days
After 10 years	29 days
After 15 years	30 days

All regular full-time employees hired after January 1, 1996 who have completed one year of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	15 working days
After 5 years	19 working days
After 10 years	22 working days
After 15 years	23 working days

Employees with less than one year of service shall be credited with one leave day per month upon successfully completing their probationary period commencing with the starting date of their employment.

On the fifth, tenth, and fifteenth anniversary of their date of hire, employees shall be credited with the additional days annual leave entitlement; for example, four additional days after reaching their fifth anniversary and three additional days after reaching their tenth anniversary.

An employee who has completed one year or more of service and who quits his job after serving proper notice (not less than ten working days), will be paid for the balance of his accrued, but unused, annual leave time up to the last day of his employment.

An employee who is laid off due to lack of work may elect to be paid for accrued unused annual leave.

In the event of death or retirement of an employee, all annual leave due him shall be paid in the same manner as for wages due.

An employee who actually works nine months in the calendar year, excluding first year employees, shall be entitled to full privileges. An employee otherwise eligible for an annual leave entitlement who works less than nine months in a calendar year shall be entitled to a pro rata annual leave based upon one-twelfth of his full annual leave for each month actually worked.

An employee is allowed to carry over up to, but not to exceed ten annual leave days from one calendar year to the next calendar year.

Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance of in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

If an employee is discharged for just cause or quits without giving ten working days notice, no annual leave pay will be allowed.

Planned annual leave for three or more days for vacation purposes, shall be scheduled between the department head and the employees involved in order to maintain continuity and efficiency of operations. The department head shall, in all planned annual leave cases, make the final decision involving annual leave allocation, both as to the number who may be off at any one time and annual leave dates. In case of differences in meeting staffing requirements the senior employee(s) shall be entitled to the preference.

An employee may use leave in increments of one hour, however, the Union agrees with the County that this provision should not be abused.

Current balances of the employee's sick bank will be frozen according to the following:

- (1) All days accumulated over 60 will be paid at the employee directed method for 2 of the balance over 60 days. Paid at the employees rate of pay as of the date of the signing of the contract. Such payment will continue to be used in determining final average compensation.
- (2) From the accumulation of 60 days or less the new sick bank will be created up to a maximum of 60 days. The employee's new bank will be equal to the number of accumulated days in the bank or 60 days whichever is lesser.
- (3) This bank will not be used as leave time but shall be used for illness only or as a supplement to the disability insurance program.
- (4) An employee may be allowed to use sick bank for sickness in the immediate family, but must secure permission from his immediate supervisor to leave the job. For sick bank purposes, immediate family is defined as a relative currently and previously who resides in the employee's household.

(D) Family/Medical Leave Act

Leaves will be granted to employees in compliance with the Midland County Family/Medical Leave Act Policy, consistent

with the parties' responsibilities under state and federal regulations and law.

(E) Funeral Leave

The County agrees that in the event of a death of the employee's immediate family (spouse, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, mother-in-law, or father-in-law) the employee shall be excused without loss of pay on the dates which he has been scheduled to work, including the day of death and the day of the funeral but not exceeding a total of three (3) working days, for such absence as is required to discharge specific obligations placed upon him by the death.

The employee shall be excused without loss of pay on the day of the funeral in the case of the death of the employee's grandparents, grandchild, son-in-law and daughter-in-law, brother-in-law and sister-in-law.

The Chapter Chairperson, or representative, shall be allowed time with pay in the event of the death of members of the bargaining unit, for exclusive purpose of attending the funeral.

(F) Military Leave

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

(G) Educational Leave

(1) An unpaid educational leave of absence may be granted for one (1) employee at a time for up to four (4) months duration to enable the employee to pursue job related education.

(2) An unpaid educational leave of absence may be granted for one (1) employee at a time for up to ten (10) hours per week to enable the employee to take job related classes. Such time off shall be limited to one (1) year.

Either of the above unpaid educational leaves must be requested in writing to the Department Head. The request shall contain the reason for the request, the duration of the leave request, and the education being pursued. A positive recommendation from the Department Head is a prerequisite for the Board of Commissioners to consider the

request. The granting of educational leave is solely a determination of the Board of Commissioners.

No more than one (1) employee may be on either form of unpaid educational leave at one time. If option (1) above is selected, the employee shall not accrue vacation or sick leave for the duration of the unpaid educational leave. All other benefits will remain in effect for the duration of the leave.

(H) Public Service/Union Leave

One (1) unpaid leave of absence for a period not to exceed two (2) years may be granted for serving in an elected or appointed position, public or union. Such request shall be submitted in writing to the Board of Commissioners and must be approved by the Board of Commissioners prior to an employee accepting an appointment.

Any approved unpaid leave of absence for the above purpose shall be without loss of seniority.

(I) Personal Leave Days

All full-time employees who have completed their probationary period of employment are eligible for personal leave.

Effective January 1, 2008, employees who have completed one (1) or more years of service shall be credited with three (3) personal leave days on January 1st of each year. Personal leave days not utilized by December 31st will be eliminated from the employee's balance of personal leave days and shall not be carried over into the next calendar year.

Requests for personal leave must be made and approved by the employee's Department Head prior to utilization by the employee.

Employees terminating County employment shall not be reimbursed for unused personal leave time.

First year employees will have personal leave allowance pro-rated from their date of hire date to December 31st and credited on January 1st of the subsequent year. Thereafter, employees who have completed one (1) or more years of service on December 31st of each year shall be credited with their annual personal leave on January 1st of the subsequent year.

Personal leave is pre-scheduled time-off from the regular work schedule to accommodate an employee's personal need for short periods away from work to conduct personal business that can only be conducted during normal working hours. It is not to be used as supplemental vacation time, not used on days preceding or following a paid holiday. For example, personal leave may be used for, but it is not limited to, time for professional appointments, personal enrichment seminars, personal business, etc.

An employee may not take personal leave in less than one (1) hour increments.

ARTICLE XXI - HOLIDAY PROVISIONS

The paid holidays are designated as:

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

Employees will be paid their current rate based on their regular scheduled workday for said holidays.

Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

Employees who may be required to work on one of the above holidays shall receive 1-1/2 times their regular straight time hourly rate for all hours worked on such holiday in addition to their regular wages covering the holiday.

ARTICLE XXII - INSURANCE

(A) Life and Accidental Death & Dismemberment Insurance

The County shall provide term life and accidental death and dismemberment insurance for all employees covered by this Agreement in an amount of \$50,000.

The County shall pay the full premium for the insurance. The insurance is effective for each employee at the start of the first month which follows the satisfactory completion of thirty (30) days of employment.

In the event of lay-off, the County will pay the premium for one (1) month beyond the month in which the employee was laid off.

In the event of absence due to illness, the County will pay the premium during such absence not to exceed one (1) year.

In the event of absence due to a Workers Compensation paid illness or accident, the County will pay the premium for the duration of such absence or two (2) years, whichever is lesser.

(B)

- (1) For employees hired on or before the date of January 21, 2004, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO4 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max, vision coverage Group Benefit Certificate A-80 and CR25 50-50 Dental Insurance.

Employees hired on or before the date of January 21, 2004 shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250 and PPO6. The cost for such purchase during the year shall be the amounts in Appendix B. The amount will be adjusted on January 1 of each subsequent year of the contract. The adjustment will be based upon the percentage increase in total premiums charged to the Employer by Blue Cross-Blue Shield for its active employees. The amounts in Appendix B will then be increased by that percentage.

For employees hired after January 21, 2004, the Employer shall provide, at no cost to the employee, Blue Cross-Blue Shield PPO8 for the employee and family as defined by Blue Cross-Blue Shield. In addition, the Employer will provide Blue Preferred RX Prescription Drug Coverage with 25% co-pay, \$10 min - \$25 max and vision coverage Group Benefit Certificate A-80.

Employees hired after January 21, 2004 shall have the option of purchasing alternate insurance including Blue Cross-Blue Shield Traditional, PPO1, Traditional 250, PPO6 and PPO4. The cost for such purchase during the year shall be the amounts in Appendix C. The amount will be adjusted on January 1 of each subsequent year of the contract. The adjustment will be based upon the percentage increase in total premiums charged to the Employer by Blue Cross-Blue Shield for its active employees. The Amounts in Appendix C will then be increased by that percentage.

- (2) To qualify for the medical benefits as above described, each employee must individually enroll and make proper application for such benefits at the Employer's designated Human Resources Office within thirty (30) calendar days of the commencement of his regular employment with the Employer. An employee who fails to complete, sign and return the required application forms is specifically and expressly excluded from such benefits plan until such time as he enrolls and makes proper application during an open enrollment period, unless the employee presents verifiable proof of having lost alternate coverage through another source. Subject to carrier approval, employees who have lost medical coverage through another source shall be permitted to immediately enroll in the Employer's medical plan.
- (3) Except as otherwise expressly provided in this Agreement, when on an authorized unpaid leave of absence the employee will be responsible for his benefit costs for the period he is not on the active payroll. Employees electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made at the Employer's designated Human Resources Office prior to the commencement of the leave. If such application and arrangements are not made as herein described, an employee's group medical benefits shall automatically

terminate on the last day of the current month after the effective date of the unpaid leave of absence.

- (4) Except as otherwise provided under COBRA or this Agreement, an employee's group medical benefits coverage shall terminate on the date the employee goes on leave of absence, terminates, retires, the group medical benefits plan terminates, or on the 30th day following the date that the employee is laid off. Upon return from a leave of absence or layoff, an employee's group medical benefits coverage shall be reinstated commencing with the billing month following such return.
- (5) An employee who is on layoff or leave of absence or who terminates may elect under COBRA to continue at his own expense the coverage herein provided.
- (6) The Employer reserves the right to change the carrier and/or the manner in which it provides the above coverage, provided that the benefits are generally equivalent to or better than the benefits outlined above.
- (7) To be eligible for health insurance coverage as provided above, an employee must document all coverage available to him under his spouse's medical plan and cooperate in the coordination of coverage to limit the Employer's expense.
- (8) Employees who elect to opt out of the health insurance plan shall receive payments of \$150.00 per month if they can provide evidence of health insurance elsewhere.
- (9) Employees hired prior to 01/01/96 are eligible to "opt out" and purchase dental and/or vision riders at 100% of the premium.

(C) Weekly Income Insurance

The County will provide weekly income insurance for all regular full-time and eligible part-time employees covered by this Agreement. The terms and provisions of such coverage shall be made available to the Union effective January 1, 1993.

Short Term Disability Plan:

Waiting Period - 7 days
% of Pay - 66-2/3% of base pay
Maximum - \$3,000.00 P/Mth
Maximum Time - 6 months

Long-Term Disability Plan:

Waiting Period - 6 months
% of Pay - 66-2/3 % of base pay
Maximum - \$3,000.00 P/Mth
Maximum Time - 2 years

The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

(D) Retiree Health Care Plan

Employees will contribute 1% of biweekly pay toward the program.

Employees hired January 1, 2008 or after shall not be eligible to participate in the Retiree Health Care Plan. For all others, those employees who are not Medicare eligible will be able to choose either the base plan that is available to them at no cost as an active employee, or the traditional Blue Cross/Blue Shield (suffix 905) Comprehensive Hospital Care Certificate, MVF-1, Hospital Medical, Surgical Insurance with the following riders: FAERC, D-45, NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in Part B Medicare program. The Employer will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complementary Coverage Option-1 or its equivalent coverage.

The Employer shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions:

- (1) The County shall begin to immediately pre-fund the Retiree Health Care program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care Premiums. The County shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund,

based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care Premiums. Employees shall contribute to this fund a percentage of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse. If employee dies prior to becoming eligible for retirement and/or retiree health care benefits, the employee's contribution will go to their estate. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the employee has contributed to the Retiree Health Care Fund along with accumulated interest thereon as determined by the County.

- (2) A retiree's spouse who is covered by health care benefits from the spouse's employer, shall not be allowed to participate in the County sponsored retiree health care program.
- (3) A retiree and spouse shall be allowed to participate in the retiree health care program benefit provided they meet the following requirements;
 - a. The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.
 - b. Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.
 - c. Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance.

In the event a dependent child is the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a University.

- d. An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The County shall pay 100% of the Health Care Premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference.
- e. The County shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's Health Care Premiums for each year of service in excess of 10 years of service for Retiree Health Care.

(E) Selection of Carrier/Self-Insurance

The Employer shall have the right to select and/or change the carrier of any or all of the insurance benefits referenced in paragraphs (A)-(C) above, and/or elect to self-insure any or all said benefits, subject to the condition that the basic benefits provided through any substituted carrier and/or through self-insurance are comparable to those provided by the present carrier of said benefits.

ARTICLE XXIII - RETIREMENT

Employees hired January 1, 2008 or after shall not be eligible to participate in the Midland County Employees Retirement System (Defined Benefit Plan). Said employees shall participate in the new Defined Contribution Plan. At the beginning of the employee's service, they will be allowed to make an irrevocable choice between the following contribution options: The employee may deposit three (3) percent of base pay, and the Employer will deposit an additional five (5) percent of base pay. Or the employee may elect to make no deposit in which case the Employer will deposit two (2) percent of base pay.

Regular full-time employees, hired prior to January 1, 2008, are covered by a Retirement Plan which includes other full-time employees of the County. The County will continue the existing retirement system for regular full-time employees covered by this Agreement. The Union shall be furnished a copy of the Plan and any changes which the County may institute from time to time.

The multiplier factor pursuant to the Midland County Retirement Ordinance for regular full-time and eligible part-time employees covered by this Agreement shall be 2.25%.

Each regular full-time and eligible regular part-time employee covered by this Agreement shall contribute 3% of his gross earnings to the County Retirement System.

Age and Service Retirement

Employees shall be allowed to receive retirement benefits at age 60 or older and after completing 10 or more years of service at age 65 with eight or more years of service.

- (A) Early retirement at age 55 with reduced benefits.
- (B) The formula for early retirement shall be: age + years of service = 85 points will qualify for full retirement with full benefits.

If an early retirement option is offered to the other County employees, it will be offered to all members of the bargaining unit also.

ARTICLE XXIV - LONGEVITY

All full-time employees covered by this Agreement who have completed either 5, 10, 15, or 20 years of continuous service in a full-time capacity and who have performed nine (9) months of actual work in their anniversary year shall, on the first salary payroll period following their anniversary date of hire, receive an annual longevity payment based on the following schedule:

- (A) Upon completion of 5 years of continuous service, 1% of their base annual salary.
- (B) Upon completion of 10 years of continuous service, 3% of their base annual salary.
- (C) Upon completion of 15 years of continuous service, 5% of their annual base salary.
- (D) Upon completion of 20 years of continuous service, 7% of their annual base salary.

For all purposes hereunder, "annual base salary" shall mean the employee's base salary in effect on the first salary payroll period following their anniversary of hire date.

Eligible employees who have performed less than nine (9) months of actual work in their anniversary year shall be paid a pro-rata longevity payment of 8.33% of the employee's gross base earnings received in the anniversary year for each month actually worked, multiplied by the applicable longevity increment provided in (A) through (D) above.

Employees hired after January 1, 1996 will not qualify for longevity payment.

ARTICLE XXV - RATES FOR NEW JOBS

If a new classification is created, which would be covered by this bargaining unit as defined in Article III, the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification rate is proper it shall be subject to Special Conference.

ARTICLE XXVI - EDUCATION AND TRAINING

- (A) If an employee is required by the Employer to attend educational or training workshops, seminars, classes, or sessions, the employee shall be paid his/her regular wages. In addition, the cost of attending (i.e., tuition, registration fee, required materials, books) shall be paid by the Employer. Mileage, meals and lodging shall be paid according to the policy of the Board of Commissioners.
- (B) The County recognizes that in the event it is necessary that an employee receive additional training during the time of the regular workday the County will be responsible for the reimbursement of wages for that training. In the event any schooling or in-service training is specifically assigned by the County, the employee will be paid not to exceed eight hours at his regular straight time hourly rate for each full day of such training or schooling, and expenses computed in accordance with regular County expense allowance procedures.

Tuition Reimbursement Program

The County will establish a tuition refund program that can be requested by the employee and will be approved by the County, subject to the guidelines below:

- (A) This program applies to tuition only; registration, application and other incidental fees, books, supplies, deposits, etc., which may be charged shall be borne by the employee.
- (B) Tuition reimbursement shall only be available for educational courses directly related to the development of skills and abilities needed in the employee's then current position or another position in the County to which the employee may reasonably expect to be promoted or transferred as determined by the employee's Department Head and the Director of Human Resources.
- (C) The employee must have completed one year of regular service with the County prior to the first day of the term or semester for which he plans to register.
- (D) The application for tuition reimbursement can be obtained in the Human Resources Department. It is to be completed ten (10) days before the beginning of each semester. The applicant shall also be required to present evidence of admission confirming that he has satisfied all admission requirements and is eligible to enroll for classes.

- (E) The application will be reviewed to determine if the requested education courses are accredited and work related, and that the institution where they are to be taken is approved. Advance approval is required.
- (F) Regular full-time and eligible regular part-time employees will receive reimbursement for 50% and 25% of tuition; respectively; provided they meet the other requirements set forth herein.
- (G) No more than six credit hours per year, or three credit hours per term or semester, will be approved for any employee.
- (H) Within 30 days of the end of the term or semester, the employee must submit to the Human Resources Department the bill, receipt of payment, and grades for review. Requests for tuition reimbursement not submitted within 30 days shall result in the employee's forfeiture of all rights to reimbursement for such course work.
- (I) A grade of "C" or better must be maintained in an undergraduate, business, or trade school level course to qualify for reimbursement; a grade of "B" or better is required for graduate courses.
- (J) The employee must take courses during non-working hours.
- (K) Applications will be processed on a first come basis. When funds authorized by the County have been fully committed, no further applications for tuition reimbursement shall be approved.
- (L) The County will not pay for incompletes or for any course retaken for any reason, or for any course or tuition expense which is paid for or reimbursed under the G.I. Bill, scholarships, grants or by any outside organization.

ARTICLE XXVII - CONTRACTING AND SUBCONTRACTING OF WORK

During the term of this Agreement, the Employer shall not contract out or subcontract any work which will reduce the workforce or the normal number of hours worked by the workforce.

ARTICLE XXVIII - WORK PERFORMED BY SUPERVISORS & NON-BARGAINING
Unit Employees

Supervisory and other non-bargaining unit employees shall be permitted to perform bargaining unit work in cases of an emergency arising out of unforeseen circumstances, and during heavy workload periods.

ARTICLE XXIX - SAFETY

The Union shall be permitted to discuss safety issues with the Department Head in Special Conference.

ARTICLE XXX - CONSOLIDATION OF JOBS

The Employer agrees that any consolidation of duties resulting in the elimination of job(s) shall not be effected without a special conference. It is also agreed that if the results of said meeting are not conclusive, and there exists a dispute, said dispute shall be submitted to step (3)C of the grievance procedure.

ARTICLE XXXI - CAR ALLOWANCE

The Employer may make County vehicles available to employees covered by this Agreement or, in lieu thereof, will reimburse employees for personal use of their vehicle at the current approved mileage rate. This rate shall be reviewed at least annually and any adjustments made by the Board of Commissioners shall be effective for employees covered by this Agreement.

ARTICLE XXXII - COUNTY/UNION BULLETIN BOARD

The Employer will provide a bulletin board in the Environmental Health Office, which may be used by the Employer and the Union for official business.

ARTICLE XXXIII - DISTRIBUTION OF AGREEMENT

The Employer agrees to provide each member of the bargaining unit with a copy of this Agreement and the Union with two (2) copies.

ARTICLE XXXIV - RYE STUDY IMPLEMENTATION

Upon ratification, employees shall be compensated at the rate specified in the O. William Rye Study completed July 2003, Registered Sanitarian, Grade J, and Sanitarian, Grade I as implemented as specified below, and as provided for in Appendix A of this agreement.

Upon completion of one year's service at the Start Rate in that salary grade, the employee shall advance to the next step, if his performance has been satisfactory or above during the preceding period. Employees shall thereafter advance to each successive step of the salary schedule after completing the period of service indicated for each such step until they reach the maximum step of their pay grade, provided their performance is rated satisfactory or above by the Employer.

Rye Implementation:

If an employee's current salary maximum is less than Rye's targeted maximum salary the employee will go to that step in the Rye pay schedule which is closest or equal to, but not less than, the employees then current salary.

ARTICLE XXXV - TERMINATION AND MODIFICATION

This Agreement shall become effective on the 1st day of January 2008, and shall remain in full force and effective until December 31, 2012.

- (A) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.
- (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 sixty (60) days' written notice prior to the current year's termination date.
- (C) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- (D) Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union: AFSCME, G-4101 Clio Road, Flint, Michigan 48504; and if to the Employer, addressed to Midland County Human Resources, Midland County Services Building, 220 W. Ellsworth, Midland, Michigan; or to any such address as the Union or the Employer may make available to each other.

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

FOR THE UNION

Robert Wolfe
Robert Wolfe
Chapter Chairperson

Robert J. Dullock
Robert Dullock
Registered Sanitarian

Nancy Atwood
Nancy Atwood
Sanitarian

Barry Thurston
Barry Thurston
Union Representative

FOR THE EMPLOYER

James T. Bradley
James T. Bradley, Chairman
Board of Commissioners

Jim Leigeb
Jim Leigeb
Commissioner

Bridgette M. Gransden
Bridgette M. Gransden
Finance Director

C. Michael Krecek
C. Michael Krecek
Public Health Officer

Charles Lichon
Charles Lichon
Environmental Health Director

Suzanne V. Ault
Suzanne V. Ault
Human Resources Director

APPENDIX A

A.F.S.C.M.E.
Effective 1/1/2008

1% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
I	32,888	34,607	36,417	38,319	40,323	42,431	44,649	47,040
J	35,585	37,445	39,402	41,463	43,630	45,911	48,311	50,836

A.F.S.C.M.E.
Effective 1/1/2009

3% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
I	33,874	35,645	37,509	39,469	41,533	43,704	45,989	48,451
J	36,653	38,568	40,584	42,706	44,939	47,288	49,761	52,361

A.F.S.C.M.E.
Effective 1/1/2010

2% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
I	34,552	36,358	38,259	40,258	42,364	44,578	46,908	49,420
J	37,386	39,339	41,396	43,561	45,838	48,234	50,756	53,409

APPENDIX A

A.F.S.C.M.E. Effective 1/1/2011

3% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
I	35,588	37,448	39,407	41,466	43,635	45,915	48,316	50,903
J	38,508	40,520	42,638	44,867	47,213	49,681	52,279	55,011

A.F.S.C.M.E. Effective 1/1/2012

2% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A 1 YEAR</u>	<u>STEP B 2 YEARS</u>	<u>STEP C 3 YEARS</u>	<u>STEP D 4 YEARS</u>	<u>STEP E 5 YEARS</u>	<u>STEP F 6 YEARS</u>	<u>STEP G 7 YEARS</u>
I	36,300	38,197	40,195	42,295	44,507	46,834	49,282	51,921
J	39,278	41,330	43,490	45,765	48,157	50,674	53,324	56,111

If and when a Sanitarian becomes registered, he/she will move to the Registered Sanitarian classification.

COUNTY OF MIDLAND

2008 BC/BS monthly rates for AFSCME employees hired on or before 1/21/2004

<i>Option</i>	<i>Traditional</i>	<i>PPO1</i>	<i>Tradition250</i>	<i>PPO6</i>	<i>PPO4</i>	<i>PPO8</i>
Family	414.19	236.94	110.23	93.40	0.00	N/A
2 person	336.95	194.95	89.99	76.39	0.00	N/A
1 person	152.03	88.76	40.69	34.65	0.00	N/A

Appendix B

COUNTY OF MIDLAND

2008 BC/BS monthly rates for AFSCME employees hired after 1/21/2004

Option	Traditional	PPO1	Tradition250	PPO6	PPO4	PPO8
Family	463.98	287.47	161.25	143.60	54.73	0.00
2 person	376.97	235.67	131.00	116.74	36.36	0.00
1 person	169.85	106.89	58.94	52.60	17.98	0.00

Appendix C