

AGREEMENT

BETWEEN

MIDLAND COUNTY BOARD OF COMMISSIONERS

AND

MIDLAND COUNTY DEPARTMENT OF HUMAN SERVICES

AND

UNITED STEELWORKERS

January 1, 2008 - December 31, 2012

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AGREEMENT

This Agreement made and entered into this day October 21, 2008 by and between the Midland County Board of Commissioners and the Human Services Board ("County") and the United Steelworkers, AFL-CIO-CLC on behalf of Local Union 12075-03 ("Union").

The County Board of Commissioners and the Human Services Board each separately agree with the Union this 1st day of March, 1990, for and in consideration of the mutual promises each respectively made by and with the Union. It is agreed by the Union that the County Board of Commissioners and the Human Services Board respectively retain and reserve unto themselves, without limitation, all powers, rights, authority and duties conferred upon them by the laws and the Constitution of the State of Michigan, except as expressly limited by the terms of this Agreement. There shall be no implied dilution of the powers conferred upon the Board of Commissioners or the Human Services Board.

WHEREAS, the County is a public employer and is engaged in furnishing essential public services vital to the people of Midland County;

WHEREAS, the County and its employees have a high degree of responsibility to the public to assure orderly and uninterrupted operations and functions of government;

WHEREAS, the parties hereto, in recognition of their respective responsibilities, enter into this Agreement with the intention and desire to foster and promote sound, stable and peaceful labor relations between the County and its employees, and to that end the parties have reached an understanding governing the conditions of employment;

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the County and its employees so that grievances may be settled quickly and to the satisfaction of both parties, and so that service to the public will not be disrupted;

NOW, THEREFORE, in consideration of the mutual promises and obligations herein assumed, the parties agree as follows:

ARTICLE 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to rates of pay, hours of work and other conditions of employment for all full-time and part-time food service workers, housekeepers and resident care aides of Pinecrest Farms but excluding supervisors, and all other employees of the County.

The Union recognizes that competent professionals in the social services field have, in the past, prescribed therapy for residents of the Pinecrest Farms that has included the assignment to such residents of certain duties or work normally performed by employees in the bargaining unit. It is expressly agreed by the parties that this therapy may continue.

The Union also recognizes that a program to afford work opportunities to welfare recipients has been implemented and that the program may include the assignment to such welfare clients of certain duties or work normally performed by employees in the bargaining unit. It is expressly agreed by the parties that this program may continue.

When the County establishes a new or changed job so that duties involving a significant amount of work normally performed on a job within the bargaining unit (or, in the case of new work would be performed on such a job) are combined with duties not formerly performed on a job within the bargaining unit, the resulting job shall be considered as within the bargaining unit. This provision shall not be construed as enlarging or diminishing whatever rights exist in respect of withdrawal of non-bargaining unit duties from a job in the bargaining unit, provided that where non-bargaining unit duties are placed in a job in the bargaining unit under this provision, such duties may be withdrawn at any time. The County shall, on request, furnish to the Union reasonable information to permit determination of questions of compliance with this provision.

The term "employee" when used hereinafter in this agreement shall refer to all employees represented by the Union in the bargaining or negotiating unit as above defined and reference to male employees shall include female employees.

For purposes of this Agreement, the following terms shall be defined as follows:

- (A) Full-time employee" shall mean a person who is regularly scheduled to work sixty-five (65) or more hours per biweekly

pay period. This shall not constitute a guarantee of pay or work.

- (B) "Part-time employee" shall mean a person who is regularly scheduled to work less than sixty-five (65) per biweekly pay period. Except as otherwise provided in this Agreement, part-time employees shall not be entitled to leaves of absence, insurance benefits, retirement benefits and other benefits provided under this Agreement.
- (C) "Temporary employee" shall mean a person who is employed by the employer for a period of six (6) consecutive months or less, unless replacing an employee who is on an approved leave of absence, in which event the temporary employee may be employed for the duration of the leave of absence. A temporary employee is not subject to the terms of this Agreement.
- (D) Unless otherwise indicated, the term "day(s)" means calendar day(s).

ARTICLE 2 - DISCRIMINATION

The County agrees that it will not discriminate in any manner against any person in its employ by reason of his membership and activity in the Union. The County further agrees that it will not in any way interfere with the organization of the Union, and, further, will not commit any act calculated to undermine the Union.

It is the continuing policy of the County and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, disability, age, sex, union membership or political affiliation. The representatives of the Union and the County in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and service on behalf of the County and that neither its members or representatives will intimidate, coerce, interfere with, or discriminate against any employee in any manner at any time.

ARTICLE 3 - UNION SECURITY

Section 3.1: Union Membership - Present Members

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members.

Section 3.2: Union Membership - New Employees

Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or starting thirty (30) days following the beginning of his employment, whichever is later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members.

- (A) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of Section 3.2, provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee shall pay a service fee to the Union.
- (B) In the event an employee refuses to comply with Section 3.2 or 3.2 (A), he shall be subject to discharge only after official notice from the International Union to the County and the employee.

Section 3.3: Check Off

The County agrees to deduct from the wages of employees in accordance with the express terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees, and lawful assessments in amounts designated by the Union, or in the event the employee elects to pay a service fee, the monthly service fees designated by the Union. Said deductions shall be made out of the second pay of each month.

With respect to all the sums deducted by the County pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fees, the County agrees promptly to remit to the International Secretary-Treasurer of the

Union, Five Gateway Center, Pittsburgh, Pennsylvania, such sum deducted. A copy of such list shall be furnished to the International Staff Representative of the Local Union. The Union agrees promptly to furnish any information needed by the County to fulfill the provisions of this Article, and not otherwise available to the County.

Section 3.4: Notice to Union of New Employees

Newly hired employees will be given a payroll deduction authorization card and the Financial Secretary of the Local Union will be notified in writing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the payroll deduction authorization card and submitting it to the Employer rests with the newly hired employee and the Local Union.

Section 3.5: Save Harmless

The Union shall indemnify and save the County harmless against any and all claims, demands, costs, suits or other forms of liability that shall arise out of or by reason of any action taken or not taken by the County for the purpose of complying with any of the provisions of this Article, including the County's reliance upon certified lists furnished to the County by the Union and the County's reliance upon authorization cards submitted to it by any individual employee or the Union.

ARTICLE 4 - WORK BY NON-BARGAINING UNIT EMPLOYEES

The County agrees that supervisors or non-bargaining unit personnel will not be used at any time on work normally performed by employees in the bargaining unit, except in emergencies when union employees are unavailable or as indicated in Section 11.1, or in cases where unsafe conditions are being charged. The term "emergency" as used herein is an unforeseen circumstance or a combination of circumstances which call for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 5 - UNION RESPONSIBILITY AND EMPLOYEE RIGHTS

The Union agrees to cooperate with the County in strict observance of all the terms, provisions and agreements herein contained so that the purposes and objectives of this Agreement may be fully attained to the end that mutual interests of the parties hereto may be maintained at all times. The Union recognizes that it has a joint responsibility with the County in maintaining good labor relations and the cooperative effort of the employees to the end that the County and the people of Midland County will receive from the employees efficient and uninterrupted service.

At no time during the term of this Agreement or during any period of time that negotiations are in progress between the Union and the County for the continuance or renewal of this Agreement, will the union cause or authorize or permit its members or any of them to cause, nor will any member of the bargaining unit take part in, any impeding of work or curtailment of or interference with any operation of the County, or any building, office, grounds or facility of the County.

The Union further agrees that it shall not cause, authorize or permit its members at any time to violate the laws of the State of Michigan concerning the duty of public employees not to strike.

ARTICLE 6 - COUNTY RIGHTS

The Union recognizes that the management of the operations of the County and its respective departments is solely a responsibility of the County and the respective department heads, and that nothing in this Agreement shall restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the County, or any of its elected or appointed officials, by the laws and constitution of the State of Michigan or of the United States of America.

In addition to all rights conferred by law, the County (including the Human Services Board) reserves the right to manage its affairs efficiently and economically, including, by way of illustration but not by way of limitation, the right to determine the number and locations of buildings and work areas within buildings, the work to be performed within the bargaining unit, the amount of supervision necessary, the methods of operations, the schedules of work, the right to purchase work, processes or services of others, the selection, procurement, design, engineering and control of tools, equipment and materials, the discontinuance of any services, materials or methods of operation, the quantity and quality of service, the right to hire, to suspend or discharge for just cause, to assign, promote or transfer employees, to determine the amount of overtime, if any, to be worked, to relieve employees from duty because of lack of work or for other legitimate reasons, to direct the work force, assign work and determine the number of employees assigned to each job classification, to establish, change, combine or discontinue job classifications and prescribe and assign job duties, to adopt, revise and enforce reasonable working rules and regulations which are outlined in the Pinecrest Farms Handbook and which are applicable unless abridged and subject to express provisions of this Agreement as herein set forth.

ARTICLE 7 - SENIORITY

Section 7.1: Principle of Seniority

The aim and purpose of this Article is to provide an equitable measure of each employee's investment in the Employer's operations based on the employee's length of service. Therefore, it is agreed that whenever the employer lays off or recalls any of the work force, the principle of seniority shall prevail, provided the employee retained or recalled is capable of doing the work. Further, seniority is recognized as a factor in the award of jobs.

Section 7.2: Probationary Employees

Until a newly hired employee has been employed for ninety (90) calendar days in the bargaining unit, the employee shall be known as a "probationary employee". Probationary employees shall be represented by the Union in matters concerning wages, hours and working conditions, but the County reserves the right to decide questions relating to the discipline or discharge of probationary employees.

Section 7.3: Computation of Seniority

Upon successful completion of a ninety (90) day probationary period each full-time employee shall acquire seniority status and be assigned a seniority date retroactive to the employee's most recent date of hire into the bargaining unit. Such employee's name shall also be added to the Unit seniority list.

When employees have the same seniority date, the employee with the lowest County employee number will be given preference.

Section 7.4: Super-Seniority of the Unit President

In order to avoid a layoff only, the employee holding the position of Unit President shall be considered to have the highest seniority in the bargaining unit during his term of office provided he is capable of doing the work. Super-seniority granted under this section may not be used for promotional purposes.

The Union will provide the County with the name of the employee covered under this section.

Section 7.5: Loss of Seniority

An employee's seniority shall terminate and he shall be removed from the Employer's payroll upon the occurrence of any of the following:

- (A) Voluntary quit or failure to return from leave of absence.
- (B) Discharge for just cause.
- (C) Retirement.
- (D) Acceptance of a position with the County that is not in the bargaining unit if that position is held for over ninety (90) calendar days.
- (E) Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record.
- (F) Layoff exceeding two (2) years.

Section 7.6: Unit Seniority List

The County shall keep a record of each employee's service in the bargaining unit and shall furnish to the secretary of the Union an up-to-date copy of the unit seniority list.

Section 7.7: Filling Vacancies or New Openings

Regular jobs (vacancies or new openings) within the bargaining unit shall be filled on the basis of necessary qualifications by posting notice of same. Where there is more than one qualified applicant for the job (vacancy or new opening) the applicant with the most seniority will be awarded the job.

Section 7.8: Job Posting

When a regular job is to be filled, the County will post a notice on the bulletin board giving all seniority employees an opportunity to make application for the job by filing the appropriate application form. Said notice shall be posted for a period of seven (7) working days. The job posting notice will show the shift, classification, and necessary qualifications for the job vacancy. All posted vacancies shall be filled by appointing the next senior qualified bidder within five (5) working days of the close of the job posting period. During the

bidding period the County may make a temporary assignment to fill the posted vacancy. An employee bidding into a classification shall be given twenty-four (24) hours on-the-job training and three (3) working days to perform the job. If such employee fails to adequately perform the job, he shall be returned to his previous position without loss of seniority rights.

Absent employees shall be considered as signers on any job posted. If an employee on recall is awarded the job, he shall be notified by registered mail addressed to his last known address.

No employee shall sign a job posting unless he is willing to assume the duties of the posted position.

Section 7.9: Notice of Work Force Reduction

In the event of a reduction in the work force, the County will give the affected employees at least fourteen (14) calendar days advance notice.

Section 7.10: Work Force Reduction (Lay-offs)

Should it become necessary for the County to reduce the work force, such reduction shall begin with the employee with the lowest seniority within the classification being reduced. Employees so reduced may, on the basis of their seniority, bump a lesser senior person in any classification. An employee bumping into another classification as herein provided shall be given twenty-four (24) hours on the job training and three (3) working days to perform the job. If the employee fails to adequately perform the job in said period, or wishes to withdraw from said job, the employee shall be returned to his previous status (lay-off) without loss of seniority rights. No reduction of employees with seniority will take place until all probationary, temporary and part-time employees, are released, provided the employees with seniority are capable of performing the available work.

The names of laid off employees shall be placed on the recall list in the order of their seniority.

Section 7.11: Temporary Jobs

- (A) Assignments to temporary jobs shall not exceed thirty (30) days, except as otherwise provided by this Agreement or mutual agreement of the Union and County. The provisions of Section 7.8 Job Posting shall not apply to the assignment of temporary jobs but consideration should be given to seniority when temporary job assignments are made.

(B) Temporary jobs (created by a full-time employee's absence) which exceeds thirty (30) days, will be subject to Section 7.8 - Job Posting. When the employee who created the temporary job returns to work, that employee will be returned to his/her regular job and all employees awarded subsequent jobs will revert to their former position.

ARTICLE 8 - GRIEVANCE PROCEDURE

Section 8.1: Definition

"Grievance" as used in this Agreement is limited to a formal dispute involving the interpretation or application of the provisions of this Agreement.

Section 8.2: Settlement

All grievances arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to satisfactorily adjust grievances in an amicable manner between the County and the Union. Employees and their representatives involved in this grievance procedure shall be allowed a reasonable amount of time off, with pay, during working hours. Time off shall be scheduled by supervision at times convenient to the operation.

Section 8.3: Grievance Procedure

The County recognizes the right of the Union to select or appoint a Unit President to assist employees in presenting grievances to representatives of management. An employee designated as a Unit President shall first attain seniority status with the County. The name of the Unit President shall be given to the County, in writing, by the Union before the Unit President assumes his duties.

Step 1. Within ten (10) working days of the occurrence of the act or condition giving rise to the grievance, the aggrieved employee and Unit President shall confer with the employee's immediate supervisor for the purpose of resolving the grievance. If the grievance is not brought to the immediate supervisor's attention within the above specified ten (10) working days, further processing of the grievance shall be barred. Within five (5) working days after the Step 1 conference, the immediate supervisor shall give an answer to the grievance to the employee and the Unit President.

Step 2. If the grievance is not satisfactorily resolved, the Unit President shall, within five (5) working days of receipt of the Step 1 answer, reduce the grievance in writing, secure the signature of the grievant and present the written grievance to the County's Pinecrest Administrator, with a copy to the County's Director of Human Resources. The Pinecrest Administrator shall

confer with the employee and Unit President within five (5) working days of receipt of the written grievance for the purpose of resolving the grievance. Within five (5) working days after the Step 2 conference, the County's Pinecrest Administrator shall provide a written answer to the grievance to the Unit President, with a copy to the Director of Human Resources and employee.

Step 3. If the grievance is not satisfactorily resolved, the Unit President shall, within five (5) working days of receipt of the Step 2 answer, appeal the grievance to Step 3 by informing the County's Director of Human Resources, in writing of the Union's desire for a Step 3 conference. The Director of Human Resources shall then schedule a conference for the grievant and the Union's International Representative to confer with the County's Director of Human Resources and Bargaining Committee for the purpose of satisfactorily resolving the grievance. This Step 3 conference shall be scheduled as quickly as all the participants are available. Within five (5) working days after the Step 3 conference, the County shall provide a written answer to the grievance to the Union's International Representative, with a copy to the grievant.

Step 4. If the grievance is not satisfactorily resolved, the Union's International Representative shall, within thirty (30) working days of receipt of the Step 3 answer, serve written notice upon the County's Director of Human Resources of the Union's intent to submit the grievance to arbitration before an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration hearing. Neither party shall be permitted to insert in such arbitration proceedings any issues which have not previously been set forth in the grievance procedure.

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violative of the terms of this Agreement. An arbitration hearing will be held at which both parties will be able to attend. Each party may present the testimony of witnesses and any pertinent written

evidence. The cost of the arbitrator shall be borne equally by the County and the Union. If either party shall claim before the arbitrator that a particular grievance fails to meet the test of arbitrability as herein provided, the arbitrator shall proceed to decide such issue before proceeding to hear the case upon the merits. The arbitrator shall have the authority to determine whether he will hear the case on its merits at the same hearing in which the jurisdictional question is presented. In any case, where the arbitrator determines that such grievance fails to meet said test or arbitrability, the arbitrator shall refer the case back to the parties without a recommendation on the merits.

ARTICLE 9 - DISCHARGE & DISCIPLINE

Section 9.1: Notice of Discharge

In the event a member of the unit shall be discharged from his employment from and after the date hereof, such discharge shall constitute a case arising under the methods of adjustment of grievances as herein provided. The Unit President will be immediately notified, in writing, of such discharge.

Section 9.2: Time Limits to Grieve

In all cases of discharge, a grievance, if any, must be filed in writing within twenty (20) working days of the receipt of the notice of discharge provided above.

Section 9.3: Presence of the Unit President in Potential Discipline Layoff Cases

- (A) The employee(s) may request the presence of the Unit President in any disciplinary meeting held between management and bargaining unit employees.
- (B) An employee may request the presence of the Unit President at any investigatory meeting the employee is required to attend when such meeting could influence the County's decision to discipline said employee. Such request shall not be denied.

ARTICLE 10 - UNION ACCESS

Authorized representatives of the Union shall be permitted access to the facilities of the Pinecrest Farms during working hours to talk with employees and/or representatives of the County concerning matters covered by this Agreement. Such representatives shall not interfere with the performance of the employees' duties and, further, shall first make arrangements with the County's Pinecrest Administrator prior to gaining such access.

ARTICLE 11 - OVERTIME

Section 11.1: Overtime Distribution

The County will give personal notice of overtime requirements as far in advance as possible. Employees shall work a reasonable amount of overtime when requested. The County will give consideration to any reasonable request of an employee to be excused from overtime work. The County further agrees that in those instances where overtime work will cause the employee hardship or serious inconvenience the employees will be excused from overtime work so long as other qualified employees are available to perform the overtime assignment. All overtime shall be authorized by the employee's supervisor.

Mandatory stay over to the next shift while awaiting a replacement, will be done by starting with the most senior person on that shift on a voluntary basis. If the position is not filled, the least senior person on that shift will be required to fill the position.

The following will be used to determine overtime distribution for regular full time, regular part time, and on-call employees.

Section 11.2: Two-Week Schedule Preparation And Employee Leave Request Made Thirty (30) Days In Advance

Two-week work schedules are completed and posted up to four (4) weeks in advance.

Employees must post vacation or personal day requests thirty (30) days in advance so that other staff members may sign up to work the posted shifts. Postings will be date stamped and remain on the sign up board for fourteen (14) calendar days. Employees may not post more than sixty (60) days in advance. If you sign to work another shift, you cannot change your mind at a later date.

The two-week work schedule will be awarded in the following order:

- (A) All Union employees will be awarded their regular full and part-time regular shifts.
- (B) If there are any shifts open after filling the work schedules as provided in number 1 above, the available shift(s) will be awarded first to part-time regular employees. An employee once having turned down or not signed for the shift, may not change his/her mind and make a

claim for said shift, or make a claim for overtime.

- (C) On-call employees will be awarded any remaining vacant shifts.
- (D) Full-time regular employees in the same classification/opposite shifts performing the same work will be awarded any remaining open shifts.
- (E) Any remaining full-time employees.

Section 11.3: Posting Of Annual Leave Or Personal Days After The Two-Week Schedule Has Been Posted

Employees may post annual leave or personal day requests so that other staff members may sign up to work the posted shifts.

Section 11.4: Preference For Awarding Posted Shifts:

- (A) Part-time regular union employees up to the point where overtime criteria is met.
- (B) On-call employees up to the point where overtime criteria is met.
- (C) Full-time regular employees in the same classification performing the same work as the work available in the open shift.
- (D) All remaining full-time employees.

If no employees sign up for the posting, then on-call employees will be called first in an attempt to fill requests for non-scheduled annual leave or personal day requests.

Section 11.5: Call-Ins - Emergency Absence

In the case where an employee calls in their absence before the start of their shift, preference for awarding the shift is as follows:

- (A) Part-time regular union employees up to the point where overtime criteria is met.
- (B) On-call employees up to the point where overtime criteria is met.
- (C) Full-time regular employees in the same classification

performing the same work as the work available in the open shift.

(D) All remaining full-time employees.

Employees will be called at their home telephone number of record. If an employee is not reached during the first attempt to call at the telephone number of record, then the next employee on the list will be called until the open shift is filled.

Calling in for an emergency absence must be done two (2) hours prior to the start of the shift and no more than six (6) times per year. If absent more than three (3) consecutive days, a doctor's note is required to return to work.

Section 11.6: Overtime Pay

One and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of:

(A) Eight (8) hours in any work day.

(B) Eight (8) consecutive hours.

(C) Eighty (80) hours in any pay period.

Compensatory time off may, by mutual consent of the employee and County, be granted in lieu of overtime pay.

EXCEPTION:

For those employees not working an eight (8) hour shift, one and one-half (1 1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of:

(A) Twelve (12) hours in any work day.

(B) Twelve (12) consecutive hours.

(C) Forty (40) hours in any work week.

For the purpose of computing overtime, paid leave time off shall not count as time worked.

ARTICLE 12 - LEAVES OF ABSENCE

Section 12.1: Military Leave

An employee who enters the armed forces shall, upon proper written request, be granted an unpaid leave of absence for his tour of duty. Seniority will accumulate during such leaves. The employee must indicate that he is ready, willing and able to return to Pinecrest employment within thirty (30) days after release from the service.

Section 12.2: Leaves to Serve in Public Offices

An employee elected or selected for a full-time public office which takes him from his duties with Pinecrest, shall, upon proper written request, receive an unpaid leave of absence without pay for the term of such office or two (2) years, whichever is lesser. Unless such employee returns within the time limit herein before specified, such leave of absence shall terminate unless it has been renewed for a specific period with the approval of the Human Services Board. Seniority will accumulate during such leaves.

Section 12.3: Personal Leave

An unpaid leave of absence for a bona-fide reason (which shall not include employment for another employer) may, upon proper written request, be granted to employees for periods not to exceed thirty (30) working days. Such leave shall not involve loss of seniority, if it has been approved in writing by the Human Services Board. Such leaves may be extended for up to ninety (90) day periods upon written approval of the Human Services Board.

Section 12.4: Union Leave

The Human Services Board shall, upon proper written request, grant an unpaid leave of absence to any employee who accepts a position with the Local Union, International Union, federated Union bodies, and government or civic organizations, provided, however, that such employee make application for an annual extension during the last thirty (30) days of each year of such leave of absence. Upon returning to work, the employee must be able, after a physical examination provided by the County, to perform the work of the job to which he is returning or to such other job as he might be capable of performing and to which he might be entitled by reason of his seniority. A leave of absence for a position with the Union or other organization mentioned

herein shall be limited to a total of three (3) years, including any annual extensions.

An employee elected or appointed to office in the United Steelworkers AFL-CIO-CLC, which takes him from his regular job will retain the seniority he had when he commenced the leave. Seniority shall accumulate for a period of two (2) years during the period of the leave.

Section 12.5: Conference & Convention Leaves

Upon advance notice to and approval of the Human Services Board, an unpaid leave of absence for a period not to exceed ten (10) working days, may be granted to an employee to attend Union conferences and conventions. Seniority will accumulate during such leaves.

Section 12.6: Unpaid Family/Medical Leave

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.

Section 12.7: 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 (24 hours) 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 Pinecrest Administrator or his/her designee 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 must take personal leave in eight (8) hour increments.

ARTICLE 13 - FUNERAL LEAVE

In the event of a death in the employee's immediate family (spouse, child, stepchild, parent, step-parent, brother, step-brother, sister, step-sister, mother-in-law or father-in-law, grandchild), an employee shall be excused without loss of pay on the dates which he has been scheduled to work during the period from the day of death to the day of the funeral, both inclusive, but not to exceed 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, son-in-law, daughter-in-law, brother-in-law and sister-in-law.

In case of extenuating circumstances a supervisor may make special arrangements with the employee for funeral leave.

ARTICLE 14 - ANNUAL LEAVE

All full-time employees covered by this Agreement and hired prior to January 1, 1996 shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	176 hours
After 5 years	208 hours
After 10 years	232 hours
After 15 years	240 hours

All regular full-time employees hired after 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 1 of the subsequent year as follows:

<u>Eight Hour Shift</u>		<u>Twelve Hour Shift</u>	
After 1 year	120 hours	After 1 year	120 hours
After 5 years	152 hours	After 5 years	180 hours
After 10 years	176 hours	After 10 years	192 hours
After 15 years	184 hours	After 15 years	204 hours
After 20 years	192 hours	After 20 years	216 hours

Employees with less than one year of service shall be credited with either 8 or 12 hours per month depending on their work schedule upon successfully completing their probationary period commencing with the starting date of their employment.

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 by 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 eighty hours (80) 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 the equivalent of 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.

Annual leave requests which have been made with thirty (30) or more days advance notice, will either be denied or granted within fourteen (14) days. Once an advance notice request has been granted, the department head will not rescind that decision, unless the employee does not have sufficient accrued annual leave.

ARTICLE 15 - JURY DUTY & COURT ATTENDANCE

Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue while on jury duty. Employees will be paid for the full day after endorsing the jury check to the County.

Employees required, whether by the County of Midland or any public agency, to appear before a court or agency on any matters related to their work for Midland County and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are so required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over to the County the payment received from the court or agency.

ARTICLE 16 - WORKING CONDITIONS

Section 16.1: Safety & Health

The County shall provide a place of employment that is reasonably free of physical and health hazards. The County and the Union will establish a Joint Safety and Health Committee. This Committee will meet periodically to discuss safety and health conditions.

Section 16.2: Hours of Work

Employee work schedules will be posted on the bulletin board not less than two (2) weeks ahead of the time the employee is scheduled to work. Except as otherwise provided by this Agreement, employees are expected to work forty (40) hours per week. Schedules will be established so that employees will share weekends off.

Section 16.3: Lunch Periods & Rest Periods

Each employee's regular work day will include a one-half (1/2) hour lunch period approximately half way through the work day.

Employees will be allowed a fifteen (15) minute rest period approximately half way between the start of their work day and their lunch period as scheduled by supervision. Employees will be allowed an additional rest period of fifteen (15) minutes approximately half way between the lunch period and the end of their work day. Lunch and rest periods will be scheduled so there is no interruption of necessary operations.

Each rest and lunch period shall be continuous and uninterrupted. A suitable employees lounge will be provided and maintained for the exclusive use of the employees.

Section 16.4: Call-In Pay

In case of emergencies, supervision may call in employees who are off work to perform work that they are capable of performing. At such times the employees called in will be assured of a minimum of four (4) hours work or pay.

Employees who report to the facility or offsite for mandatory meetings and/or training will be paid for all time spent in said meetings or training. Management will post notice of mandatory meetings or training sessions at least one (1) week prior to said meeting.

Section 16.5: Worker's Compensation Pay

In the event an employee sustains an occupational injury, he or she shall receive such benefit entitlements as may be available under Michigan's Worker's Compensation statutes. In addition, the County agrees that the employee's term life and medical insurance as provided for in Article XIX may be continued for a maximum of two (2) years following the employee's date of injury.

Section 16.6: Attendance

Excessive absences are to be discouraged and may be cause for dismissal. Employees who expect to be absent must be diligent in notifying their supervisors prior to the shift if possible and in any case within twelve (12) hours of the start of their missed shift.

Section 16.7: Weekend Premium

Employees whose posted odd schedule (Section 16.2) includes Saturday and/or Sunday shall receive an additional \$0.90 per hour for each hour worked on the Saturday and/or Sunday.

Section 16.8: Shift Premium

There will be a \$0.35 per hour shift premium for employees whose regular work shift falls between the hours of 6:00 p.m. - 7:00 a.m. and for employees called in to work such a shift.

Section 16.9: Transportation

Members of the bargaining unit will not be required to transport prisoners, or be expected to use their own vehicle to transport residents.

Section 16.10: Fill-In Nurse/Supervisor Premium

Employees accepting opportunities to fill in for the nurse/supervisor will be paid a \$2.00 per hour premium for all hours worked in said position.

ARTICLE 17 - LONGEVITY PAY

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 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 annual base salary.
- (B) Upon completion of 10 years of continuous service, 3% of their annual base 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 hire date.

Employees hired after January 1, 1996 shall not be eligible for longevity pay.

ARTICLE 18 - HOLIDAYS

The County recognizes the following paid holidays under this contract:

New Year's Day
Presidents Day
Good Friday
Memorial Day
Fourth of July
Labor Day
Veteran's Day
Thanksgiving Day
Christmas Eve Day
Christmas Day
Three (3) personal holidays

Employees covered by this Agreement may be required to work on the designated holidays. A holiday period is defined as 6:00 a.m. - 6:00 a.m. starting the day of the holiday. Employees must work their assigned shift(s) before and after the specified holiday to receive holiday pay.

Employees who may be required to perform necessary work on one of the above holidays shall receive one and one-half (1-1/2) times their regular straight time hourly rate for all hours worked which fall within their scheduled hours and two and one-half (2-1/2) times their regular straight time hourly rate for all hours worked outside their scheduled hours in addition to their regular wages covering the holiday.

Personal holidays shall be scheduled with the employee's supervisor.

The three (3) personal holidays will be paid according to the employee's regularly scheduled work day (8 hours or 12 hours).

ARTICLE 19 - INSURANCE

Section 19.1: Enrollment for Insurance Benefits

To qualify for the insurance benefits provided in Sections 19.2 - 19.6 below, each employee must individually enroll and make proper application for such benefits in the County's Human Resources Office within thirty (30) calendar days of the commencement of employment with the County. An employee who fails to enroll and make proper application as herein provided is specifically an expressly excluded from participating in such benefit programs until such time as she enrolls and makes proper application during an open enrollment period.

Section 19.2: Term Life & Accidental Death & Dismemberment

Upon proper application, the County will provide and maintain at no cost to each full-time employee life insurance benefits in an amount equal to the employee's annual salary rounded to the nearest \$1,000 increment, but not less than \$15,000 or in excess of \$25,000, and accidental death and dismemberment insurance benefits in an equal amount, commencing the first day the month following the month in which the employee completes the first thirty (30) days of regular employment with the County.

Section 19.3: Medical

- (A) For employees hired on or before January 20, 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 and vision coverage Group Benefit Certificate A-80.

Employees hired on or before January 20, 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 will be the difference in rates between the base plan PPO4 and the plan of their choice. The amount will be adjusted annually each subsequent year of the contract.

For employees hired after January 20, 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 20, 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 will be the difference in rates between the base plan PPO8 and the plan of their choice. The amount will be adjusted annually each subsequent year of the contract.

- (B) 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.
- (C) 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.
- (D) 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.

- (E) 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.
- (F) 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.
- (G) 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.
- (H) The Employer's responsibility to pay for any of the foregoing group medical benefits shall terminate as of the expiration date of this Agreement.
- (I) 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.

Section 19.4: 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 September 1, 1992.

Short-Term Disability Plan:

Waiting Period - 7 calendar days
Percent of Pay - 66-2/3 percent of base pay
Maximum - \$3,000.00 Per Month
Maximum Time - 6 months

Long-Term Disability Plan:

Waiting Period - 6 months
Percent of Pay - 66-2/3 percent of base pay
Maximum - \$3,000.00 Per Month
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.

Changes in benefit amounts based on changes in an employee's base weekly earnings occur on each March 1 based on the employee's base weekly earnings as of the preceding January 1st.

Any employee whose personal disability extends beyond the period compensated and the employee is not able to assume the responsibilities of his position, his seniority will terminate.

Vacancies that occur due to an employee's being on weekly income insurance may be filled by the hiring of a person outside of the bargaining unit for a period of up to ninety (90) calendar days which period may be extended by mutual consent of the Union and the County.

Section 19.5: Dental

Upon proper application, the County will provide and maintain dental insurance benefits under its Blue Cross-Blue Shield CR25, 50/50 plan, for each full-time employee commencing the first of the month following the month in which the employee completes the first thirty (30) days of regular employment with the County.

Section 19.6: Termination of Coverage

Except as provided below, an employee's term life, accidental death and dismemberment, medical, short-term sickness and accident, and dental insurance benefits shall terminate on the date the employee terminates, is laid off, retires, goes on an unpaid leave of absence or the individual benefit plan terminates. In the event it becomes necessary to reduce the work force, employees laid off will have all their term life and AD & D, medical and dental benefits continued in full force and effect throughout the month in which their layoff commences. Employees on authorized paid disability leave will have their insurance benefits continued for such period as they are on disability leave or one (1) year, whichever is lesser.

ARTICLE 20 - RETIREMENT

Section 20.1: Retirement Provisions

Employees hired after October 21, 2008 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 select one of the following contribution plans: 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.

All employees who are not vested with eight (8) or more years of service, as of the ratification date of this contract, may elect to opt out of the Defined Benefit Plan. If an employee elects to opt out of the plan, they also automatically opt out of the Retiree Health Care Plan and will receive their prior contributions, plus interest, plus \$1,000 for each year of service, all or a portion of which may be deposited to the Defined Contribution Plan. All employees who opt out of the Defined Benefit Plan will then have the right to participate in the Defined Contribution Plan as described above. The payments will not be included in final average compensation. This option must be exercised no later than 60 days after ratification of the contract.

All regular full-time employees hired on or before October 21, 2008 shall continue to be covered under the Midland County Employees' Retirement System, subject to such terms and conditions in effect on the date this Agreement takes full force and effect.

Regular full-time employees hired on or before October 21, 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 employees covered by this Agreement shall be 2.25%.

Each regular full-time employee covered by this Agreement shall

contribute 3% of his gross earnings to the County Retirement System.

Age and Service Requirement: 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.

Retirement Multiplier: A retirement multiplier factor of 2.25% (.0225) shall be applied to the final average compensation and years of service in determining the employees annual retirement allowance.

Final Average Compensation: Final average compensation shall mean the highest annual compensation received by a member during a period of five consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members, in determining amounts subject to deduction for payment to the retirement system and for determination of "final average compensation" shall consist of all payments received by a member for base salary, longevity pay, and overtime and any lump sum payment in lieu of annual leave.

Section 20.2: Retiree Health Care Plan

Retiree Health Care Plan. Employees hired after October 21, 2008 shall not be eligible to participate in the Midland County Retiree Health Care Plan. For all others, those employees that 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 County will pay the cost of Blue Cross/Blue Shield MVF-1, Comprehensive Hospital Care Certificate, hospital, medical, surgical insurance with the following riders: FAERC, D.45NM, 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 County will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option-1 or its equivalent coverage.

Eligible employees will continue to contribute 1% of biweekly base pay for deposit into the Retiree Health Care Fund.

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

- (A) 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 the 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.
- (B) 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.
- (C) A retiree and spouse shall be allowed to participate in the retiree health care program benefit provided they meet the following requirements;
 - (1) The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.
 - (2) 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.
 - (3) 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.

- (4) 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.
- (5) 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.

ARTICLE 21 - MISCELLANEOUS

Section 21.1: Supplemental Employment

The County will not limit an employee engaging in supplemental employment as long as such employment does not interfere with the employee's regular duties under this contract. However, in no case shall County telephones, addresses or property be used to operate a non-County business nor shall an employee use County work time to conduct such business. Storage of vehicles used by an employee to conduct non-County business shall not be stationed on County owned property.

If the above principles are violated the violation will be called to the attention of the employee in writing by the County and it is expected that the violation will be cleared up through the regular grievance procedure.

Section 21.2: Dress Code for Pinecrest Farms

Appearance and Deportment

Employees are expected to uphold the high standards of personal conduct and appearance set forth by Pinecrest. Conduct and appearance that is unbecoming and sheds a poor light on the good reputation of Pinecrest, and Midland County is prohibited.

- (A) Employees are to be neatly groomed and dressed at all times. Employees shall practice personal hygiene that is appropriate to a professional setting. Hairnets or hats may be required depending on the duty assignment.
- (B) Employees must wear the staff uniform tops provided by Pinecrest, which have been mutually agreed to by the parties. Pinecrest will furnish two appropriate tops for staff each year. Shirts worn under the uniform top may not hang below the bottom of the uniform top. Staff may launder the tops at Pinecrest if they wish. Staff is expected to keep tops in good repair.
- (C) County identification badges must be worn and visible at all times.
- (D) Employees should wear flat, stable, comfortable shoes with socks or stockings. Shoes must enclose the entire foot.
- (E) All employees should wear clothing that is clean and neatly pressed.

- (F) Staff should not wear jeans, knit stretch pants, sweat pants or faded, worn, or torn clothing. T-shirts, shorts more than two inches above the knee, dangling jewelry, hats, sunglasses, inappropriate shoes, work-out attire, midriff or sleeveless shirts are also prohibited.
- (G) Employees of Pinecrest may not display tattoos and/or body piercing (other than in the ears) while on duty or attending work related meetings or trainings. Nails should be trimmed short to avoid injury to self or others.
- (H) Employees, at their own discretion, may wear jewelry or a watch, however these items should be limited to non-dangling style to avoid injury to self or others. The employer will not be responsible for damage to jewelry or watches.

Article 22 - Compensation

Section 22.1 Pay Periods

Employees will be paid every other Friday. One week of wages is withheld to provide the necessary time to prepare the payroll. Payment shall be made by check or through direct deposit. The employee shall also be provided an itemized statement of his earnings and all deductions made for any purpose.

Section 22.2

Effective 1/1/2008 - 1% increase in base pay
Effective 1/1/2009 - 3% increase in base pay
Effective 1/1/2010 - 2% increase in base pay
Effective 1/1/2011 - 2% increase in base pay
Effective 1/1/2012 - 3% increase in base pay

Section 22.3 Base Wages

Employees shall be compensated at the rate specified in the O. William Rye Study completed July 2003, as implemented as specified below, and as provided for in the attached salary schedule.

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 23 - DURATION OF AGREEMENT

This Agreement shall be in full force and effect from January 1, 2008 to and including December 31, 2012 and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the County of Midland and the Union, by their duly authorized representative, have hereunto signed their names this day October 21, 2008.

FOR THE COUNTY OF MIDLAND

UNITED STEELWORKERS, AFL-CIO•CLC

James T. Bradley, Chairman
Board of Commissioners

Leo W. Gerard
International President

Howard Schoenherr
County Commissioner

James D. English
International Secretary-Treasurer

Jean Senninger, Administrator
Pinecrest Farms

Thomas Conway
International Vice-President

Bridgette M. Gransden
Finance Director

Fred Redmond
International Vice-President

Suzanne V. Ault
Human Resources Director

Michael H. Bolton
District 2 Director

Daniel A. Nadolski
Sub-District Director

Kent Holsing
President, Local 12075

LOCAL 10275-03

Charlotte Kobel
Unit President

STEELWORKERS - PINECREST INFIRMARY

Salary Schedule 1/1/2008

1% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
C	21,683	22,816	24,009	25,264	26,585	27,974	29,436	30,974

Salary Schedule 1/1/2009

3% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
C	22,333	23,500	24,729	26,022	27,383	28,813	30,319	31,903

Salary Schedule 1/1/2010

2% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
C	22,780	23,970	25,224	26,542	27,930	29,389	30,925	32,541

Salary Schedule 1/1/2011

2% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
C	23,236	24,450	25,728	27,073	28,489	29,977	31,544	33,192

Salary Schedule 1/1/2012

3% Increase

<u>GRADE</u>	<u>START</u>	<u>STEP A</u> <u>1 YEAR</u>	<u>STEP B</u> <u>2 YEARS</u>	<u>STEP C</u> <u>3 YEARS</u>	<u>STEP D</u> <u>4 YEARS</u>	<u>STEP E</u> <u>5 YEARS</u>	<u>STEP F</u> <u>6 YEARS</u>	<u>STEP G</u> <u>7 YEARS</u>
C	23,933	25,183	26,500	27,885	29,343	30,877	32,490	34,188