

AGREEMENT

Between

COUNTY OF WEXFORD

and

**TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN
(TPOAM)**

Effective: January 1, 2007, through December 31, 2009



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AGREEMENT

This Agreement shall be effective upon execution of the parties and is by and between the COUNTY OF WEXFORD, hereinafter referred to as the "Employer", and the TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN (TPOAM), hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE AND INTENT

Section 1. 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.

Section 2. The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees covered by this Agreement.

ARTICLE 2 RECOGNITION

Section 1. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full-time employees of the Employer included in the classifications listed in the attached Appendix "A".

Section 2. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee in regard to such matters.

Section 3. Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she received equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the

Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

Section 4. In accordance with the provisions set forth under this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for probationary employees, the payment shall start thirty-one (31) days following the date of employment.

Section 5. If any provision of this Article is invalid under either federal or state law, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

Section 6. It is further agreed that the Union shall defend, indemnify, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation dues, as herein or hereafter provided.

ARTICLE 3 EMPLOYER RIGHTS

Section 1. Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish

and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 2. Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE 4 **AGENCY SHOP, PAYROLL DUES DEDUCTIONS**

Section 1. Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on or discriminate against an employee regarding such matters.

- A. Accordingly, it is fair that each employee in the bargaining unit may pay his/her own way and assume his/her fair share of the obligation, along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.
- B. In accordance with the policy set forth under paragraph (a) of this Section, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular usual dues for present regular employees, who have been employed for thirty-one (31) days with the first payroll period after contract ratification.
- C. If any provisions of this Article are invalid under Federal Law, or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

Section 2. During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues of the Union provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of

the Union.

- A. Amount of dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B. Monthly agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues.

Section 3. The Union agrees to defend, indemnify and save the Authority harmless against any and all claims, suits or other forms of liability arising out of its deduction from an employee's pay of Union dues; or in reliance on any list, notice, certification or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 5
NO STRIKE/NO LOCKOUT

No Strike Pledge. During the life of the Agreement, the Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee did, in fact, engage in the prohibited conduct.

No Lockout. The Employer agrees not to lockout bargaining unit members or prevent bargaining unit members from reporting to work.

ARTICLE 6
STEWARDS

The Employer recognizes the right of the Union to designate a Steward and an Alternate Steward. Once the Steward and Alternate Steward are selected, their names will be submitted to the Employer.

The authority of the Steward shall be limited to and shall not exceed the following duties.

1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.

2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
 - (a) Have been reduced to writing or where necessary, presented verbally.
 - (b) The Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the manager or his/her designee. The Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees. Reasonable requests for grievance investigation will not be denied.

ARTICLE 7

GRIEVANCE PROCEDURE

Section 1. Grievance Procedure The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the Grievant. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

- Step 1. If an employee or the Union has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to the department head. Within five (5) working days after receiving the written grievance from the employee, the department head shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head. The department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

Step 2. The Union may appeal the decision of the department head to the County Administrator. The request for the appeal to the County Administrator must be made in writing within five (5) working days after the answer given in Step 1. The County Administrator shall respond to the grievance within five (5) work days following receipt of the grievance appeal.

Step 3. In the event the grievance is not satisfactorily settled, the Union shall have the authority to submit the grievance to binding arbitration within ten (10) days after receiving the Employer's Step 2 answer. Should the Union decide to arbitrate a grievance, the grievance shall be filed with the Federal Mediation and Conciliation Service, requesting a list of seven (7) Michigan arbitrators, whose rules shall govern the arbitration process. Compensation for and the expenses of the arbitrator shall be shared equally by the Union and the Employer. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

Section 2. When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

Section 3. Election of Remedies When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8

DISCIPLINE

Discipline shall only be for just cause subject to the grievance procedure with the employee having the right to provide a defense against any and all charges. An employee may be suspended with or without pay on a case by case basis and subject to discharge or suspension pending an investigation and meeting between the Employer and Union representative.

ARTICLE 9
SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluding leaves of absence (not worker's compensation) of more than twenty (20) consecutive days.

Section 2. Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged and not reinstated;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- E. If he/she has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less;
- F. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address;
- G. If he/she fails to inform the Employer within three (3) working days following receipt of notification of recall that he/she intends to return to work for the Employer;
- H. If he/she makes an intentionally false statement on his/her employment application; and
- I. If he/she has been on leave of absence including a sick or worker's compensation leave, for a period of two (2) year or for a period equal to the length of his/her seniority at the time such sick leave or worker's compensation leave commenced, whichever is less.

ARTICLE 10
NEW CLASSIFICATIONS

Section 1 Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer with this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

ARTICLE 11
LAYOFF AND RECALL

Section 1. Layoffs shall be determined by classification. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. The Union and Employer recognize that there may only be one (1) person in each classification affected by the layoff. Therefore, if there is only one (1) employee in the classification and a layoff occurs, that employee will automatically be laid off. There shall be no bumping rights for employees who are laid off.

Section 2. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

ARTICLE 12
PROBATIONARY EMPLOYEES

New regular employees hired in the unit shall be probationary employees for the first twelve (12) months of employment. The rights and benefits afforded under this contract shall commence upon successful completion of the probationary period, except health insurance coverage shall be from date of hire, and sick leave shall be afforded thirty (30) days from the hire date. During the probationary period, an employee shall be "at will" and may be disciplined or discharge with or without cause. The Union shall not represent probationary employees with respect to disciplinary matters and there shall be no recourse to the grievance procedure by either the employee or the Union during this period. The

probationary period shall be extended by a like amount of time if the employee is absent during this period.

ARTICLE 13
JOB POSTING

Section 1. Posting Period. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. The Employer may, simultaneously, post for candidates outside the County. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

Section 2. Qualifications. The posting shall list the qualifications for the position.

Section 3. First Consideration. Internal candidates shall be considered first.

Section 4. Trial Period. There shall be a sixty (60) day trial period. The Employer may return the unit member to his former position within the trial period.

ARTICLE 14
SCHEDULED HOURS

Section 1. Normal work hours shall be seven and one-half (7½) hours per day, thirty-seven and one half (37½) hours per week, excluding a daily one (1) hour unpaid lunch period. Normal work hours for community corrections and maintenance staff shall be eight (8) hours per day, forty (40) hours per week, excluding a daily one (1) hour unpaid lunch period.

Section 2. Break periods shall consist of one (1) hour for lunch, and two (2) fifteen (15) minute break periods when the unit member's schedule permits. Unit members who work through lunch periods as required by the Employer, shall be afforded compensatory time within the current pay period. Breaks not taken shall not accumulate nor be used to modify an employee's work schedule.

Section 3. Overtime. The Employer has the right to schedule overtime as required. Time and one-half (1½) shall be paid for all hours worked in excess of forty (40) hours in a week.

ARTICLE 15
LEAVES OF ABSENCE

Section 1. Family Medical Leave Act.

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for the reasons set forth below. An eligible employee is entitled to a total of twelve (12) work weeks of leave in one "rolling" 12-month period measured backward from the date an employee uses any leave. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the County Administrator or his designee. A personal leave of absence may be granted in the following cases:
- (1) A serious health condition that makes the employee unable to perform the functions of his/her position;
 - (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - (3) Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 - (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
- F. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993. The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act which statute and regulation shall supersede any section or provision noted above which is in conflict.
1. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3) or (4) listed in Section A above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section A above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.
 2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3) or (4) of Section A is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
- b. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

4. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- a. The date on which the serious health condition commenced;
- b. The probable duration of the condition;
- c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;

- f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 - h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
5. Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
6. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
7. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 2. Sick Leave. Unit members shall accumulate six (6) hours per month without limit. In December of each calendar year, all accrued, unused sick leave in excess of twelve (12) days shall be paid at 100% of the employee's straight rate. Sick leave is to be taken in a minimum of one (1) hour increments. Sick leave is to be used for illness of unit members or their spouse or child living at home. The employer shall pay unused sick time at the rate of 50% for employees who voluntarily leave with two weeks notices.

Section 3. Bereavement Employees shall be granted up to three (3) consecutive days off with pay for a death in the employee's immediate family. Two (2) additional days from an employees paid sick leave bank may be utilized for bereavement leave to attend a funeral more than two hundred (200) miles from the employee's residence. The immediate family shall include the following:

| | | | |
|---------------|-----------------|---------------|---------------|
| Spouse | Father-in-law | Children | Sister-in-law |
| Parents | Brother-in-law | Brothers | Son-in-law |
| Sisters | Daughter-in-law | Grandparents | Stepmother |
| Grandchildren | Stepfather | Mother-in-law | Stepchildren |

One unpaid day shall be granted to an employee to attend the funeral of an aunt or uncle.

Section 4. Unpaid Personal Leave. Employees may be granted an unpaid personal leave if approved by the Employer, including, but not limited to a leave to attend an educational institute, or for other reasons deemed appropriate by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the County Administrator. Such requests shall state the reason for the leave and, if approved, shall be signed by the County Administrator.

Section 5. Paid Personal Leave. Employees covered by this agreement shall be allowed three (3) personal days leave of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the employee's Department Head or designated representative seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and, in any event, no later than three (3) calendar days following the request. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. Personal days will not accumulate from year to year and will have no monetary value upon separation from employment with the Employer, for whatever reason.

Section 6. Jury Duty. In the event a full-time employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose. The Employer will pay the employee their normal wage for that period of time required for said duty. Any monies or fees received by the employee shall be turned into the Employer.

Section 7. Military Leave. Military/reserve leave shall be provided in accordance with applicable law.

Section 8. Long Term Leaves. The Employer may grant an unpaid leave of absence for up to one (1) year after sick and vacation (not worker's compensation) has been exhausted

for long term illness, or recovery from an injury. Health insurance shall continue for recovery from an injury or illness for ninety (90) days.

Section 9. Medical Verification. The Employer reserves the right to require medical verification for any leaves taken under this Article for medical reasons.

ARTICLE 16
WAGES

Section 1. Employee Compensation. During the term of this Agreement salaries shall be as set forth in Appendix B. Employees normally begin at the "minimum" rate and progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer may place employees at advanced steps in the wage scale if it believes that such action is necessary or appropriate.

Section 2. Longevity Benefit. Longevity benefits shall be determined on October 1st of each year. All full-time employees who are employed on the October 1st determination date and have completed a minimum of five (5) years full-time employment with the Employer shall receive longevity benefits calculated on the basis of thirty dollars (\$30.00) for each full year of continuous service, provided, however, the maximum allowance payment under this Section shall be six hundred dollars (\$600.00). Longevity benefits shall be paid in a separate check to eligible employees on the County's first (1st) payroll period in November of each year following the October 1st determination date. Employees on leave of absence or layoff, including disciplinary layoffs, shall retain all service time earned toward the payment of longevity benefits provided by this Agreement but shall not accrue any additional time or receive longevity payments during absence.

ARTICLE 17
HOLIDAYS

Section 1. All full-time employees shall be entitled to the following holidays off with either four (4) or eight (8) hours pay providing the employee worked the last scheduled work day prior to, and following, the holiday.

New Year's Day
Martin Luther King Day
President's Day
Good Friday Afternoon (from 12:00 p.m.)
Memorial Day
Independence Day
Labor Day

Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day

Section 2. Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- (a) The employee must work his scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer. Approved use of sick time does not, in and of itself, constitute an Employer-excused absence.
- (b) The employee must be on the active payroll as of the date of the holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving worker's compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday, unless otherwise excused by the Employer. Approved use of sick time does not, in and of itself, constitute an Employer-excused absence.

Section 3. Holiday Celebration. When New Year's Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Year's Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Year's Eve or Independence Day fall on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Year's Day or Independence Day fall on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Year's Eve fall on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Year's Day will be celebrated on the following Tuesday. This Section shall apply only to employees whose normal schedule of work is Monday through Friday, and those employees working on other schedules will celebrate the holiday on its actual date.

Section 4. Holiday Pay. Eligible employees shall receive eight (8) hours of holiday pay for each recognized full day holiday and four (4) hours of pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday. For purposes of this section, a holiday shall be deemed to begin at 12:00 a.m. and shall end twenty-four (24) hours later.

Section 5. Holiday During Vacation. In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

ARTICLE 18
VACATIONS

Section 1. Vacations. All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

| Years of Continuous Service | Length of Vacation |
|-----------------------------|--------------------|
| 1 year | 2 weeks |
| 5 years | 3 weeks |
| 10 years | 4 weeks |
| 20 years | 5 weeks |

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

A day of vacation shall equal seven and one-half (7 1/2) or eight (8) hours, depending on the employee's work schedule, at the employee's regular hourly rate of pay for full-time employees.

Section 2. Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their anniversary date a total of at least 1,400 straight time hours. Should any employee fail to qualify for a vacation in accordance with the foregoing plan solely because of the requirement as to hours, they shall receive a percentage of his vacation pay on the basis of his hours actually worked according to their length of service, in accordance with the following schedule, provided they work a minimum of 420 hours:

| Number of Hours | Percentage of Vacation Pay |
|-----------------|----------------------------|
| 420-559 | 30% |
| 560-699 | 40% |
| 700-839 | 50% |
| 840-979 | 60% |
| 980-1,119 | 70% |

| | |
|-------------|-----|
| 1,120-1,259 | 80% |
| 1,260-1,399 | 90% |

Section 3. Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.
- B. Vacation requests must be submitted by the employee to their immediate supervisor by April 1 of each year. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically approved by the employee's immediate supervisor. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.

Section 4. Benefits on Termination. Employees who leave the employ of the Employer prior to their anniversary date in any year will not accrue any vacation leave for that year. Employees who leave the employ of the Employer shall receive pay for accrued but unused vacation leave in any of the following circumstances:

- A. If any employee retires in accordance with the retirement plan currently in effect.
- B. If an employee resigns from employment and a minimum of two (2) weeks advance notice is given.
- C. If an employee is laid off and requests payment of vacation pay, provided, however, that such vacation pay shall be designated to the period of the layoff.

Section 5. Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

Section 6. Adjustment to Workweek Schedule. The full and pro rata benefit eligibility figures set forth in Section 2 shall be adjusted to conform to an employee's normal work schedule. To qualify for a full vacation benefit, maintenance employees must actually work 1,500 straight time hours. Similar adjustments shall be made by the Employer to the pro rata benefit schedule and to the "hours pay" and "time off" figures set forth in Sections 1 & 2.

ARTICLE 19
PENSION

Section 1. Retirement Plan All full-time employees of the Employer within this collective bargaining unit shall participate in the B-2 of the Michigan Municipal Employees Retirement System ("MERS"). As participants in the Plan B-2, employees contribute 2% of their gross earnings through the required payroll deduction. Statutes and regulations establishing the Michigan Municipal Employees Retirement System control the specific terms and conditions governing retirement plans.

Upon ratification of the previous contract (expiration date of 12/31/03), the employee group agreed to purchase the MERS B-03 at their own expense. Effective as soon as practicable upon ratification of this contract, the employee group shall also buy up to the B-4 at their expense.

Effective upon ratification of the Agreement by the Parties, and for the duration of this Agreement the employee's contribution for pension costs shall be 5.4% for the MERS B-4 pension plan.

Section 2. New Hires Employed On or After _____, 2008

Effective _____, 2008, all new hires to the unit will become members of the County Defined Contribution Plan which provides for the following employee and employer contributions based on a percentage of the employee's current pay rate:

| <u>Employer Contribution</u> | <u>Employee Contribution</u> | <u>Total</u> |
|---|---|--------------|
| 3% | 0% | 3% |
| (County will match employee contribution up to a max of 6%) | 6% (Employees may, in his/her discretion contribute up to 6%) | 15% |

Under the Defined Contribution Plan, the employee will be provided with maximum portability of both employee and employer contributions including earnings on the employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings and a percentage of the employer contributions, on a sliding scale based on the years of service as scheduled below:

| <u>Service Time</u> | <u>Retained By Employee</u> |
|---------------------|-----------------------------|
| 0-2 Years | 0% |
| 2 Years | 25% |
| 3 Years | 50% |
| 4 Years | 75% |
| 5 Years or more | 100% |

Employees can select from the investment options provided to utilize for their portion of the retirement contributions and after 100% vesting the employees shall select the option for both the employer's and the employee's funds. The County shall be responsible for coordinating the County Defined Contribution Plan with the administrator and shall hold the Union harmless for employees liability related to the new program.

ARTICLE 20
INSURANCE

Section 1. Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no health care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

Section 2. Dental Care Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time

employees who elect to participate in the insurance plan and who have no dental care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

Section 3. Payment of Employee Hospitalization and Dental Care Insurance Premiums. The Employer agrees to pay the following cost each month for single subscriber, two person and family coverage for eligible employees who elect to participate in the hospitalization and dental base insurance plan, see Appendix C.

| | |
|----------------------|----------|
| One Person Coverage | \$300.39 |
| Two Persons Coverage | \$649.35 |
| Family Coverage | \$927.16 |

Employees electing sponsored dependent or family continuation coverage shall pay the entire premium for that additional coverage. The Employer's liability under this section shall be limited to these payments.

- A. Effective May 1, 2009 or at the next annual renewal period, the maximum sums provided by the Employer shall be increased by up to 5% over the actual monthly contribution paid by the Employer for the previous 12 month period. If the foregoing rates increase above these levels, the employee will pay the increased cost through payroll deduction if, and only if, such sums exceed the 7% employee contribution set forth in Section 3(B). However, if employee contributions become necessary under the capped plan during the term of this Agreement, the following are maximum amounts to be paid monthly pursuant to this Section: 2008 - \$70; 2009 - \$75
- B. Effective January 1, 2008, employees enrolled in a hospitalization care insurance plan, shall throughout the duration of this Agreement be required to make a 7% monthly premium contribution of the premium cost for the coverage provided by the Employer or the amounts set forth in Section 3(A), whichever is greater.

Those employees who desire the high plan shall pay the difference in the premium by way of payroll deduction. Effective _____, the drug card shall exclude, in addition to those medications excluded under the previous plan, lifestyle medications.

Section 4. Payment in Lieu of Health Insurance. Full-time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage under another health insurance plan available to their spouse or dependents will be eligible to receive additional monthly compensation based upon their medical care coverage eligibility status. These amounts are currently:

| | |
|-------------|---------|
| Single | \$50.00 |
| Two Persons | \$60.00 |
| Family | \$70.00 |

This additional amount shall be paid to the employee by separate check each month or placed in the employee's account in the Employer's deferred income plan, but the employer reserves the right to increase these amounts at its discretion.

Section 5. Provisions of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

Section 6. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Sections 1 and 2, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains the same.

Section 7. Term Life Insurance. All full-time employees shall be eligible for term life insurance coverage in an amount of Fifteen Thousand Dollars (\$15,000.00) after completion of the waiting period in effect. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the total premiums required for eligible employees.

Section 8. Continuation of Insurance Premium Payments

- A. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, retire, or are otherwise terminated beyond the month in which such leave of absence, retirement, or termination commenced or occurred; provided, however, if an employee covered by this Agreement is on a sick leave of absence and is receiving sickness and accident insurance benefits, the Employer

agrees to continue its applicable insurance premium coverage for a period of twelve (12) months, not counting the month in which the sick leave commenced.

- B. If an employee covered by this Agreement is laid off, the Employer agrees to continue its applicable insurance premium coverage for a period of one (1) month, not counting the month in which the layoff commenced.
- C. If an employee covered by this Agreement is on a workers compensation leave, the Employer agrees to continue its applicable insurance premium coverage for a period of six (6) months, not counting the month in which the workers compensation leave commenced.

Section 9. Sickness and Accident Insurance During the term of this Agreement, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full-time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working from remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act.

ARTICLE 21 WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise. It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge

or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 22
GENERAL

Section 1. Union Access to Employer Records The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at a reasonable time, at the discretion of the Employer.

Section 2. Payroll Period The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. The Employer shall include on payroll checks, a current list of each employee's accumulated sick leave and vacation leave.

Section 3. Employer Required Bond. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

ARTICLE 23
EQUIPMENT, ACCIDENTS AND REPORTS

Section 1 The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

Section 2 Any employee involved in any accident shall immediately report said accident and any physical injury sustained; and the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3 It is the duty of the employee, and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment or tools that have been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the designated supervisor.

ARTICLE 24
WORK ASSIGNMENTS

Supervisors may perform bargaining unit work at any time.

ARTICLE 25
SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's employment, or conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- B. The department head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least twenty-four (24) hours prior to engaging in supplemental employment. Permission to engage in supplementary employment shall not be unreasonably withheld.
- C. That he/she keep the department head informed of contemplated changes in his/her supplemental employment.

ARTICLE 26
WORKERS COMPENSATION

Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the Department head or his designee immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred. Employees being paid worker's compensation payments shall have their health insurance premiums paid for by the Employer for one hundred eighty (180) days. After the one hundred eighty (180) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on worker's compensation, such as but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

ARTICLE 27
ADDRESS CHANGES

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE 28
CAPTIONS

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE 29
PERSONNEL POLICIES

The Employer reserves the right to establish, publish and change from time to time personnel policies, including rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement. The Employer shall provide the Union President with a copy of such work rule or regulation. The Union shall have the right to grieve the a work rule or regulation established by the Employer solely on the basis that the work rule or regulation violates the express terms of this Agreement and provided the Union objects within thirty (30) days after the rule or regulations are provided to the Union President.

ARTICLE 30
SEPARABILITY

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 31
UNIFORMS

When required by the Employer, employees shall be provided with a full complement of clothing, including belts, and such replacements as are reasonably necessary. The Employer shall determine what constitutes the necessary complement of clothing. The Employer shall not be required to pay for or otherwise provide for the cleaning of any uniform.

ARTICLE 32
GENDER

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and visa versa, unless the context clearly requires otherwise.

ARTICLE 33
MISCELLANEOUS

Section 1. Bulletin Board. The Employer shall provide a bulletin board on which the Union may post official notices. The Employer reserves the right to police the bulletin board for controversial or offensive material.

Section 2. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 3 of the Grievance Procedure, elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

Section 3. Witness Appearance. Any employee covered by this Agreement who is required by a subpoena to appear and testify on the Employer's behalf before a Court of record or an administrative agency or in an identical proceeding not involving the Employer or the employee as a party, directly or indirectly, or as a member of a class, if the need for the employee's testimony is the direct result of the performance of their duties for the Employer, will be excused for the necessary required time. Employees called as a witness in such proceedings shall be paid the difference, if any, between any witness fee

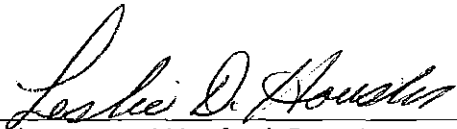
compensation, excluding mileage, and their straight time regular rate of pay, exclusive of all premiums, for time lost from work.

No payment for mileage shall be required from the Employer. In order to receive the witness appearance pay, an employee must: (1) give the Employer advance notice of the time, date, and place he is required to report as a witness; (2) give satisfactory evidence that his testimony was required pursuant to a subpoena on the day they claim such pay; and (3) returns to work promptly following being excused from giving testimony.

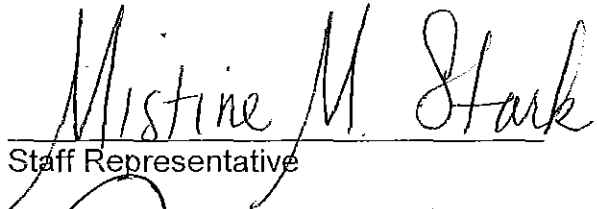
ARTICLE 34
DURATION

Section 1. Term of Agreement. This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 2009. Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 2009, either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.

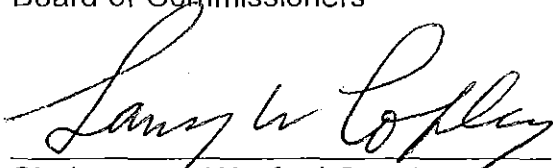
COUNTY OF WEXFORD
TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS EMPLOYEES
ASSOCIATION OF MICHIGAN
(TPOAM)



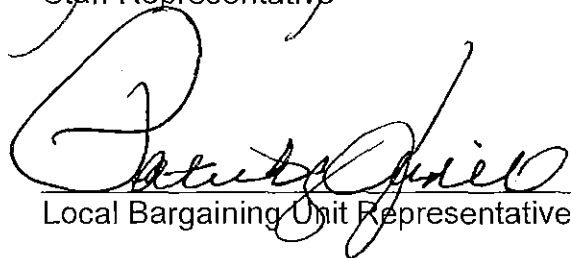
Chairperson, Wexford County
Board of Commissioners



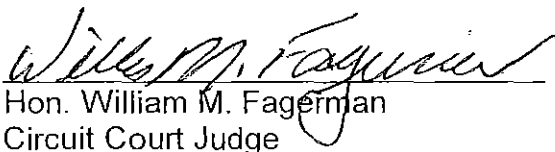
Staff Representative



Chairperson, Wexford County
Human Resources Committee



Local Bargaining Unit Representative



Hon. William M. Fagerman
Circuit Court Judge

NA
Committee Negotiator

APPENDIX A

**REPRESENTED POSITIONS
TPOAM SUPERVISORY UNIT**

Pursuant to and in accordance with all application provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full-time employees of the Employer included in the following classifications.

Maintenance Department
Maintenance Supervisor

General Accounting Supervisor
Accounting Supervisor

Community Corrections
Community Corrections Coordinator
Community Corrections Senior Officer

Building and Zoning Department
Building Inspector
Plumbing/Mechanical Inspector

Civic Center
Civic Center Ice Arena Operations Manager

APPENDIX B

WAGE SCALES

The following salary levels and positions are included in the bargaining unit:

| Salary Level | Position |
|--------------|--|
| M2 | Community Corrections Senior Officer Maintenance Supervisor Civic Center Ice Arena Operations Manager Plumbing/Mechanical Inspector |

| Salary Level | Position |
|--------------|--|
| M4 | Community Corrections Coordinator General Accounting Office Supervisor Building Inspector Supervisor |

WAGE RATES

The following annual salary schedule shall be effective January 1, 2007:

| <u>LEVEL</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> | <u>3 YEARS</u> | <u>4 YEARS</u> | <u>5 YEARS</u> |
|--------------|--------------|---------------|----------------|----------------|----------------|----------------|
| M1 | \$26,401 | \$27,826 | \$29,330 | \$30,917 | \$32,586 | \$34,291 |
| M2 | \$30,812 | \$32,669 | \$34,434 | \$36,292 | \$38,251 | \$40,253 |
| M3 | \$35,587 | \$37,507 | \$39,535 | \$41,671 | \$43,919 | \$46,215 |
| M4 | \$40,179 | \$42,345 | \$44,635 | \$47,045 | \$49,585 | \$52,177 |

The following annual salary schedule shall be effective January 1, 2008:

| <u>LEVEL</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> | <u>3 YEARS</u> | <u>4 YEARS</u> | <u>5 YEARS</u> |
|--------------|--------------|---------------|----------------|----------------|----------------|----------------|
| M1 | \$26,863 | \$28,313 | \$29,843 | \$31,458 | \$33,156 | \$34,891 |
| M2 | \$31,351 | \$33,241 | \$35,037 | \$36,927 | \$38,920 | \$40,957 |
| M3 | \$36,210 | \$38,163 | \$40,227 | \$42,400 | \$44,688 | \$47,024 |
| M4 | \$40,882 | \$43,086 | \$45,416 | \$47,868 | \$50,453 | \$53,090 |

The following annual salary schedule shall be effective January 1, 2009:

| <u>LEVEL</u> | <u>START</u> | <u>1 YEAR</u> | <u>2 YEARS</u> | <u>3 YEARS</u> | <u>4 YEARS</u> | <u>5 YEARS</u> |
|--------------|--------------|---------------|----------------|----------------|----------------|----------------|
| M1 | \$27,400 | \$28,879 | \$30,440 | \$32,087 | \$33,819 | \$35,589 |
| M2 | \$31,978 | \$33,906 | \$35,738 | \$37,666 | \$39,698 | \$41,776 |
| M3 | \$36,934 | \$38,926 | \$41,031 | \$43,248 | \$45,582 | \$47,964 |
| M4 | \$41,700 | \$43,948 | \$46,324 | \$48,825 | \$51,462 | \$54,152 |

APPENDIX C

INSURANCE

Health and dental coverages are provided under the group hospitalization plan, currently through the Employees Health Benefit Plan for Wexford County (Plan No. 1127).

Effective upon ratification, the employer only shall offer the Blue Cross Blue Shield Community Blue PPO Plan 5, \$10 generic/\$40 brand drug card and \$30 co-pay on doctor visits. Additionally, mammogram exams are covered through our HRA. Employees may purchase the PPO 1 at their cost, if so permitted by the carrier.

The following are examples of drugs excluded from the County's prescription drug plan:

- Outpatient Prescription and non-Prescription Drugs and medication. Exclusions include:
 - Any drugs or medications available over the counter (including vitamins, dietary supplements, and fluoride products) that do not require a prescription by Federal or State Law, other than insulin, and any drug or medication that is equivalent (in strength, regardless of form) to an over the counter drug (Prenatal vitamins and supplements prescribed by a physician are covered.)
 - Non-FDA (Food and Drug Administration) approved drugs or medications
 - FDA approved prescription drugs used for purposes other than those approved by the FDA, unless the drug is recognized for the treatment of a particular indication in one of the standard reference compendia (The United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal
 - All newly FDA approved drugs, prior to review by the Plan Administrator.
 - Any prescription drug or medications used for treatment of sexual dysfunction (such as Viagra®, Cialis® Levitra®), including, but not limited to, erectile dysfunction, delayed ejaculation, anorgasmia and decreased libido
 - Prescription drugs used for cosmetic purposes such as drugs used to reduce wrinkles, Minoxidil and other prescription drugs to promote hair growth as well as drugs used to control perspiration and fade cream products. Retin-A for member over 26 years of age and other prescription products to reduce

wrinkles.

- Lifestyle drugs/medications including,
 - Any diet pills or appetite suppressants
 - Anabolic steroids
 - Bedwetting prevention
 - Botulism toxin
 - Cognition enhancing drugs
 - Erectile/sexual dysfunction treatments
 - Growth hormone
 - Hair growth agents
 - Infertility drugs
 - Morning after pills
 - Nail fungus treatments
 - Non-sedating antihistamines
 - Smoking cessation products
 - Topical anti-aging agents
 - Weight loss products
 - Oral influenza shortening agents
 - Cholesterol-reducing agents prescribed prophylactically for otherwise healthy patients with risk factors for cardiovascular disease
 - Medications or injections for the use of travel
 - Medication used to enhance athletic performance



COUNTY OF WEXFORD

Board of Commissioners

Courthouse
Cadillac, Michigan 49601

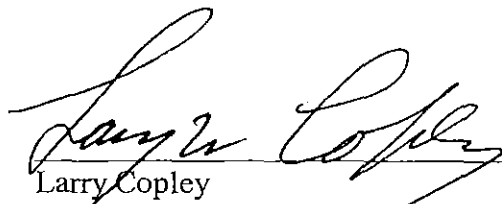
LETTER OF UNDERSTANDING
BETWEEN
WEXFORD COUNTY BOARD OF COMMISSIONERS
AND
TECHNICAL, PROFESSIONAL, AND
OFFICEWORKERS ASSOCIATION OF MICHIGAN
SUPERVISORY UNIT

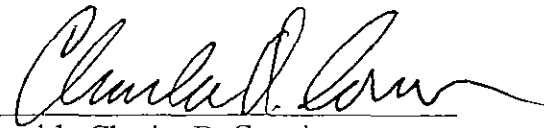
Re: Community Corrections Hours of Work

The parties to this Agreement hereby agree to the following:

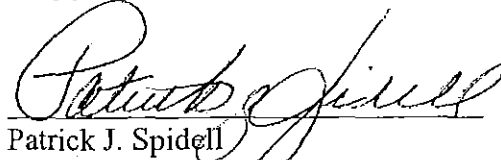
The Community Corrections Supervisory employees hours of work shall be 8:30 a.m. to 4:30 p.m. inclusive of a one hour paid lunch. If these hours are contemplated to change, the Judge and the County will meet with the employees to discuss any changes.


COUNTY OF WEXFORD


Larry Copley
Acting Chairperson,
Board of Commissioners and
Chairman, Human Resources Committee


Honorable Charles D. Corwin
Circuit Court Judge

TECHNICAL, PROFESSIONAL
AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN


Patrick J. Spidell
Business Agent


Linda McGrath
Local Representative

Dated: 1-4-05

Letter of Understanding

This Letter of Understanding between Wexford County and the Technical, Professional and Officeworkers Association of Michigan, Supervisors Unit (TPOAM) is for the purpose of clarifying Article 15, Leaves of Absence of the contract as follows:

The contract reads:

Section 2. Sick Leave. Unit members shall accumulate six (6) hours per month without limit. In December of each calendar year, all accrued, unused sick leave in excess of twelve (12) days shall be paid at 100% of the employee's straight rate. Sick leave is to be taken in a minimum of one (1) hour increments. Sick leave is to be used for illness of unit members or their spouse or child living at home.

Although this has been the County's long-term practice, though not normal with MERS, it was the intent to have this included when calculating a member's final average compensation (FAC) for retirement, and due to the longstanding practice of reporting these wages each year, the union wishes to continue to have these wages reported and included for the purposes of calculating a member's FAC for retirement with MERS. There is no limit set forth, and all wages reported should be included.

COUNTY OF WEXFORD

By: Leslie D. Housler 10-12-07
Leslie D. Housler
Chairman of the Board
Date

By: Cynthia Stambaugh October 11, 2007
Cynthia Stambaugh
County Administrator
Date

By: William M. Fagerman 10-11-07
Honorable William M. Fagerman
Circuit Court Judge
Date

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS ASSOCIATION OF MICHIGAN

By: Patrick Spidell 10-31-07
Patrick Spidell, Business Agent *jr.*
Date