

AGREEMENT

BETWEEN

SANILAC COUNTY

BOARD OF COMMISSIONERS,
CLERK,
DRAIN COMMISSIONER,
PROSECUTING ATTORNEY
REGISTER OF DEEDS,
TREASURER

AND

TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

(General Courthouse Unit)

Effective January 1, 2009 to December 31, 2011

AGREEMENT

This Agreement between Sanilac County Board of Commissioners, Clerk, Drain Commissioner, Prosecuting Attorney, Register of Deeds, Treasurer ("Employer"), and the Technical, Professional and Officeworkers Association of Michigan ("Union"), entered into pursuant to Act 379, Public Acts of Michigan, as amended, expresses all mutually agreed covenants between the parties hereto.

ARTICLE I
RECOGNITION - EMPLOYEES COVERED

1.1: Pursuant to Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the following employees:

All full-time and regular part-time clerical, technical, secretarial, Mechanical, maintenance and custodial employees of Sanilac County.

BUT EXCLUDING: Supervisors, confidential employees, temporary employees, elected or appointed officials, Sheriffs Department employees, Public Health Department employees, and Alcoholism Program employees.

1.2: The Employer will not interfere with or discriminate in any way against any employee in the above Bargaining Unit by reason of their membership in the Union or their activity on behalf of the Union.

1.3: The County will provide written notice to the Chapter Chairperson of any new classification created by the Board of Commissioners which covers Bargaining Unit work.

The notification will include a copy of the job description, classification, shift and salary rate, and the Employer's determination of Bargaining Unit status, if any.

ARTICLE II
EMPLOYEE, UNION AND EMPLOYER RIGHTS

The employees, the Union as sole and exclusive bargaining representatives of the employees, and the Employer, shall have the rights granted to them by Act 379 of the Michigan Public Acts of 1965, as amended, and by other applicable Michigan Public Acts.

ARTICLE III
UNION SECURITY AND UNION DUES/SERVICE FEES

3.1: Any employee who is a member of this Union in good standing on the effective date of this Agreement, or becomes a member during the term of this Agreement shall, as a condition of employment, either maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members or pay a service fee to the Union.

3.2: After the effective date of the Agreement, any employee thereafter hired shall, as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of his employment, whichever is the later, either acquire and maintain membership in the Union to the extent of paying the equivalent of the period membership dues uniformly required of all union members or pay a service fee to the Union.

3.3: In the event an employee does not wish to become a member of the Union or authorize dues withholding, he may refuse, without being in violation of this Section, provided that on the thirtieth (30th) day after the signing of this Agreement or on the thirtieth (30th) day after the employee's date of hire, whichever is later, the employee authorizes a service fee withholding form authorizing the service fee uniformly required of all bargaining unit members.

3.4: In the event an employee refuses to comply with Section 1, 2 or 3, he shall be subject to discharge only after official notice from the TPOAM.

3.5: The Employer agrees to withhold from the wages of employees either dues or service fees in accordance with the expressed terms of a signed authorization.

Said monthly withholding shall be made the second pay each month.

- 3.6: A. With respect to all sums withheld by the Board pursuant to authorization of the employee. whether for membership dues. assessments or service fees, the Board agrees promptly to remit to the Secretary-Treasurer of the Union, 27056 Joy Road, Redford, Michigan 48239, such sum withheld.
- B. A copy of such list shall be furnished to the Chapter Chairperson of the Local/Chapter.
- C. The Union agrees promptly to furnish any information needed by the Board to fulfill the provisions of this Article.

3.7: Indemnification. In the event the Employer, acting on the request of the Union. discharges or attempts to discharge a Bargaining Unit member for failure to comply with this Section of the Agreement. the Union shall indemnify the Employer against any and all claims, demands, suits, expenses that shall arise out of action taken by the Employer for the purpose of complying with this Section of the Contract.

ARTICLE IV
UNION REPRESENTATION

4.1: Employees covered by this Agreement shall be represented on all matters of application of this Agreement, including the Grievance Procedure, by three (3) stewards, a chapter chairperson and a TPOAM Representative.

4.2: The Union shall notify the County Administrator or other Designee, in writing, of names, classifications and departments of all local representatives of the Union.

- A. Members of the Union who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interest of other members of the Union to the Employer.

- B. Changes in Union representation shall be made, in writing, to the County Administrator or other Designee in prompt fashion.

4.3: The Union may also designate up to three (3) Alternate Stewards.

- A. An Alternate Steward's duties shall be the same as those of the Steward when the Steward is absent from work.

4.4: A. A Union representative, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer, upon having received permission from his/her supervisor and from the grievant's immediate supervisor to do so.

- 1. The Union representative requesting release time must advise his/her supervisor how much release time will be taken and is responsible for returning to his/her workstation within the designated time.

- 2. The representatives will take only such time as is reasonably necessary to investigate or present grievances, and that such time will be devoted solely to the proper handling of grievances.

- 3. Any alleged abuse by either party will be subject to discipline, a grievance, or Special Conference.

- B. The supervisors shall grant permission, subject to necessary emergency exceptions, and provide such release time to the Union representative as is reasonably necessary to accomplish the grievance related business.

- C. Upon entering any other department the Union representative shall notify the supervisor of said department of his/her presence and mission.

- D. All other Union business shall be undertaken by Union representatives and members during break time or before or after working hours.
- E. Any meetings with employees during business hours shall be held in the employee meeting room.
- F. The representation of employees shall not unduly disrupt the operation of the County's effective rendering of County services.
- G. The County Administrator or other Designee shall, upon request, make available a specified time to meet with Union representatives regarding issues of concern to either party.
 - 1. Absent emergencies, Union Representatives shall refrain from contacting and/or seeking meetings with the County Administrator or other Designee except during the designated meeting time.

4.5: Union agrees to cooperate with the Employer in strict observance of all 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 Employer in maintaining good labor relations and cooperative effort of the employees, to the end that the Employer and the people of the County will receive from the employees, efficient and uninterrupted service.

4.6: Collective Bargaining.

- A. Employees subject to this Agreement shall be represented by a bargaining committee selected by the Union comprised of no more than four (4) members.
- B. Negotiating sessions shall be held at a time and a location mutually agreeable to both parties: the County is under no obligation to agree to negotiating sessions during working hours.

1. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work.

ARTICLE V
SENIORITY

5.1: Upon completion of the ninety (90) calendar day probationary period, each full-time employee shall have a County Seniority Date as of the employee's most recent date of hire into the Bargaining Unit and accumulating from that date so long as it is not lost through any other provision of this Agreement and shall be added to the Seniority list.

5.2: A. Part-time employees shall accumulate seniority in the same manner as full-time employees. (Ex: 1950 hours = 1 year.)

B. Each part-time employee shall have a County Seniority Date as of the employee's most recent date of hire into the Bargaining Unit and accumulating from that date so long as it is not lost through any other provision of this Agreement and shall be added to the Seniority List upon completion of the ninety (90) calendar days probationary period.

5.3: County/Management Restructuring and/or Reorganizing

A. In no instance shall an employee lose their County seniority due to restructuring, reorganization, or combining of departments.

B. Should restructuring, reorganization, or combining of departments occur, employees who are transferred to the reorganized, restructured, or combined departments, through no request of their own, shall not be reduced in classification and/or seniority for the duration of the employees' tenure in that position.

ARTICLE VI
SENIORITY LIST

6.1:

- A. The Employer agrees to post in each County building a Seniority List showing the date employed (first day on which the employee reported for work), name, and job title of all employees of the Bargaining Unit entitled to seniority on a semi-annual basis.
- B. The list shall be updated semi-annually to reflect the part-time employees changing seniority position.

6.2: In the event two (2) or more employees have equal seniority, they shall be placed on the seniority list according to their birthday (month, day, then year if necessary). The employee with the first birthday shall be considered to have the highest seniority. (Ex: A birthday in March would have higher seniority than a birthday in November if hired on the same day.)

6.3: The Payroll Clerk will keep the Seniority List up to date at all times and will post and provide the Union Steward and Chapter Chairperson(s) with up to date copies at least every six (6) months.

ARTICLE VII
LOSS OF SENIORITY

All of an employee's seniority shall terminate upon the occurrence of any of the following:

1. Resigns or quits;
2. Is discharged and discharge is not reversed;
3. Retirement;
4. Absence from work for three (3) consecutive working days without advising the Employer of an acceptable reason to the Employer for such absence;
5. 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;
6. Layoff exceeding one (1) year.

ARTICLE VIII
LAYOFF/BUMPING

8.1: Layoff shall mean a reduction in the work force due to a decrease of work or budget limitation as determined by the Employer.

8.2:

- A. When a layoff is determined to be necessary by the Employer, the Union shall be notified promptly.
- B. The Union may request to meet with the Employer prior to implementing a layoff.
 1. The Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

8.3:

- A. Subject to emergencies, employees to be laid off will have no less than fifteen (15) calendar day's written notice.
 1. The Steward and/or Chairperson shall be provided with a copy of the layoff notice given to the employee.

8.4:

- A. When a layoff is determined to be necessary, the layoff shall be made in the following order:
 1. Temporary and/or Substitute Employees;
 2. Probationary Employees;

3. Employees within the Department affected shall then be laid off by seniority within the classification affected.

B. The intent of this Section is to maintain operable departments in case of layoffs and is not to reduce most or all employees to regular part-time status. In the event two (2) or more employees have equal seniority, layoff shall be by employee birthday (month, day, then year).

1. The employee(s) with the first birthday in the year shall be considered to have the most seniority.

8.5: Names of the employees with seniority who are laid off from the department will be placed on the County recall list.

8.6: Bumping Rights.

A. Employees with seniority who are laid off from an elected official's office may bump a lower seniority employee within the same or a lower classification within that office.

B. A laid off employee may request a transfer to a job in another department. The request must be to displace an employee with lower County Seniority in the same or a lower classification. There shall be no right to bump into an elected official's office.

ARTICLE IX
RECALL FROM LAYOFF

9.1: Recall from layoff shall mean a return to work from layoff status.

9.2: When a recall is determined to be necessary by the Employer, the recall shall be made in reverse order in which the employees were laid off in the departments affected.

9.3: Notice of recall shall be sent by certified mail to the employee's last known address on file in the Office of Human

Resources. It shall be the obligation of the employee to provide the County Administrator or other Designee/Department with a current address. A recalled employee shall return to work within five (5) working days from date of receipt of said notice, or his/her employment shall be terminated without recourse unless the time is extended by the County Administrator.

ARTICLE X
JOB POSTING

10.1: When a permanent job in a department is to be filled, the Employer will post a notice in the department giving all employees an opportunity to make application for the job by filing the appropriate application form.

- A. Said notice shall be posted for a period of five (5) working days.
 - 1. Notices shall be mailed by First Class Mail to all employees on lay-off status at the time of posting.
 - 2. Absent employees shall be considered as signers on any job posted.
- B. The job posting notice will show the shift, classification, rate, and necessary qualifications for the job vacancy.

10.2: All posted vacancies shall be filled by the most qualified bidder.

10.3: During the bidding period, the Employer may make a temporary transfer to fill the posted vacancy (Refer to section 5(d)).

10.4: If an employee filling the job through this posting process or the Employer, after a trial period of three (3) months, requests the employee return to their previous position, the employee shall do so without loss of seniority rights.

10.5: Wage Rates on Transfers

- A. If an employee is awarded a higher paying job, they will immediately take the lowest rate of the new job which results in a pay increase.
- B. If an employee is awarded a lower paid job, they shall take the rate of the new job when they assume the duties of that job.
- C. If an employee is temporarily transferred to a higher paid job, they will begin to be paid at that higher rate, after completing two (2) weeks on the temporary job.
- D. If an employee is temporarily transferred to a lower paid job, they shall continue to receive the rate of their regular job.

ARTICLE XI
SAFETY COMMITTEE

11.1: The Employer shall provide a place of employment which is reasonably free from physical and health hazards.

11.2: It will be the responsibility of the Employer and employees to report any malfunction of equipment, or any unsafe working conditions which they may observe.

11.3: The Employer and Union will establish a joint Safety and Health Committee.

- A. This Committee shall meet periodically to inspect safety and health conditions and make any necessary recommendations.

ARTICLE XII
SUPERVISORS WORKING

Supervisors shall not perform work that is normally performed by bargaining unit employees where the sole purpose is to (1) decrease the size of the work force or (2) avoid the payment of overtime.

ARTICLE XIII
SUPPLEMENTAL EMPLOYMENT

Members of the Bargaining Unit may engage in supplemental employment, provided that such supplemental employment shall not diminish the employee's ability to perform their regularly assigned duties, including regular overtime and/or emergency work, nor place the employees in a conflict of interest with respect to his or her employment with the County.

ARTICLE XIV
DISCIPLINE, SUSPENSION, AND DISCHARGE

14.1:

- A. Disciplinary action taken by the Employer will be dependent upon the nature and seriousness of the offense or infraction, and the prior disciplinary record of the employee if applicable.
 1. Disciplinary action includes written reprimands.
 2. Disciplinary action assessed in instances of minor offenses or infractions will be progressive in nature.
 3. Employees will be tendered a copy of a proposed disciplinary action prior to it being entered into their personnel file in the Human Resource Office.
 4. In imposing disciplinary action on a current charge, the Employer will not take into account any disciplinary action which occurred more than two (2) years previously.
 5. The Employer agrees that upon determining discharge or suspension of any employee, to promptly notify the Steward and/or Chapter Chairperson in writing of the discharge or suspension.

6. The Employer may impose disciplinary action on employees for errors or mistakes on their employment application, if such errors or mistakes give rise to misrepresentation by the employee in securing a position with Sanilac County.
 7. Should the disciplined employee or the Union consider any disciplinary action in violation of this agreement or due process, the matter shall be processed through the Grievance Procedure.
- B. The Employer may utilize verbal reprimands in cases not justifying disciplinary action.
1. Written record of verbal reprimands shall be identified as such.
 2. A copy of the written record of the verbal reprimand shall be given to the employee and a copy shall also be entered in the employee's personnel file.
 3. The Employer will not take into account any verbal reprimands which occurred more than one (1) year previously.
- C. Employees shall have the right to submit a written statement explaining his/her position concerning discipline, which will become a permanent part of the employee's personnel file in the Human Resource office. and will be included whenever the file is displayed to a third party.

14.2:

- A. A discharged or suspended employee will be allowed to discuss the discharge or suspension with his/her Steward and or Chapter Chairperson and the Employer will make available an area where this may be done in private before the employee is required to leave the property of the Employer.

- B. Upon request, the Employer or a designated representative will discuss the discharge or suspension with the employee and the Steward and/or Chapter Chairperson.

14.3: The application of this provision is not to be construed as limiting the application of discipline with regard to absence without reasonable cause.

14.4: Work Rules.

- A. The Employer reserves the right to establish and change from time to time reasonable work rules governing the conduct of its employees. To hand out disciplinary actions subject to Section 1 above, for violation of such rules, provided that employees have been made aware of said rules.
- B. Notice. Absent emergencies, the Employer shall give the Union no less than fifteen (15) calendar days' notice prior to implementing such work rules.
- C. Within fifteen (15) calendar days after the effective date of such work rules, the Union may request a Special Conference to discuss the nature and impact of such rules.
 - 1. The Union shall have fifteen (15) calendar days after the date of the Special Conference to grieve the reasonableness of such rules, and such grievance shall be commenced at Step 2 of the Grievance Procedure.
 - (a) Any grievance challenging the reasonableness of a rule shall be initiated at Step 2 of the Grievance Procedure.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1: Definition of Grievance.

- A. A grievance means a written dispute, claim or complaint arising under and during the term of this Agreement filed by an Employee covered by this Agreement or the Union concerning the application and/or interpretation of a specific provision or provisions of this Agreement as written.
- B. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.
- C. The parties, recognizing that an orderly grievance procedure is necessary, agree that each step must be adhered to as set forth herein or the grievance is forfeited.
- D. The grievance procedure shall not apply to the Sanilac County retirement plan or any of the insurance plans or the payment of insurance claims unless the grievance is against the County for non-payment of premiums.
- E. All grievances must be signed and dated by the aggrieved party and specifically name the articles that are being violated.
- F. An economic grievance is a grievance which specifically applies to matters of wages or fringe benefit(s), provided such matters are within the economic control of the County Board of Commissioners.

15.2: Grievance Procedure:

- A. ALL ECONOMIC GRIEVANCES SHALL BE PROCESSED IN THE FOLLOWING MANNER:

Step 1 Informal Procedure.

- a. An employee with a complaint shall file within five (5) work days of the date of the occurrence which gave rise to the complaint or within five (5) work days of the date the employee first reasonably should have known of the event which gave rise to the complaint, discuss the matter with the County Administrator with the object of resolving the matter informally.
- b. If requested, the Steward or Chairperson shall be present.
- c. An employee employed in a department of an elected official shall notify the official before discussing the matter with the County Administrator.
- d. If a dispute or complaint by an employee is not brought to the immediate supervisor's attention within the above specified ten (10) working days, the Employer need not consider such dispute or complaint under this Article.

Step 2 Formal Procedure.

- a. If the complaint is not satisfactorily resolved at the step 1, it shall be reduced to writing setting forth the facts and the specific provision(s) of this Agreement alleged to have been violated, be signed by the aggrieved employee, and within ten (10) work days following the Step 1 disposition, presented to the County Administrator with a copy to the elected official, if the employee is employed in a department of an elected official.

- b. The County Administrator shall place his or her written disposition and explanation upon the grievance and return it to the Steward and employee within five (5) work days after receipt of the written grievance.
- c. Where applicable, the County Administrator shall provide a copy to the elected official in whose department grievant is employed.

Step 3.

- a. If the grievance is not satisfactorily resolved in Step 2, the grievant may, within five (5) work days after receipt of the written answer in Step 2, demand a meeting to be scheduled between the County Administrator, the employee, and the Unit Chairperson to discuss the grievance. In the event the grievant is employed by an elected official the elected official may also attend.
- b. This meeting shall be scheduled within ten (10) work days after receipt of the grievant's appeal to Step 3.
- c. The County Administrator shall place his or her decision on the grievance form and return a copy to the grievant and Unit Chairperson (and elected official, where applicable) within five (5) work days following the meeting.

All grievance resolutions at Steps 1, 2, or 3 must be approved in writing by the Chairperson of the County Board of Commissioners within five (5) work days following receipt of the proposed resolution before they shall be deemed final. If the Chairperson does not approve the proposed resolution, the grievance may be taken directly to Step 4.

Step 4.

- a. If the grievance is not satisfactorily resolved in Step 3, the grievant may appeal by submitting the written grievance to the Personnel Committee of the County Board of Commissioners through the office of the County Administrator within five (5) work days following receipt of the written answer in Step 3.
- b. Upon receipt of the appeal, the County Administrator shall schedule a meeting to discuss the grievance at the next regularly scheduled meeting of the Personnel Committee or at a time mutually agreeable to the parties.
- c. The Employer shall be represented by members of the Personnel Committee and, where applicable, the elected official in whose department the grievant is employed.
- d. The Union shall be represented by its local Representative and the grievant involved.
- e. The Union and the Employer may have non-employee representatives in attendance.
- f. The Personnel Committee shall place its written disposition on the grievance and return it to the Grievant and Union representative (and elected official, where applicable) within five (5) work days following such meeting.

Step 5. If the Grievance is not satisfactorily resolved at Step 4, arbitration pursuant to Section 3 below may be employed.

- B. ALL NON-ECONOMIC GRIEVANCES, WHICH INCLUDE BUT ARE NOT LIMITED TO GRIEVANCES REGARDING DISCIPLINE OR DISCHARGE. SHALL BE PROCESSED IN THE FOLLOWING MANNER WHERE THE GRIEVANT IS EMPLOYED ANYWHERE IN THE COUNTY EXCEPT IN AN OFFICE OF THE CLERK, DRAIN COMMISSIONER, PROSECUTOR, REGISTER OF DEEDS, OR TREASURER AT THE TIME OF THE CONDUCT WHICH IS THE SUBJECT OF THE GRIEVANCE:

Step 1. Informal Procedure.

- a. An employee with a complaint shall within five (5) work days of the date of the occurrence which gave rise to the complaint or within five (5) work days of the date the employee first reasonably should have known of the event which gave rise to the complaint, discuss the matter with his or her immediate supervisor with the object of resolving the matter informally.
- b. If requested by the employee, the Steward or Chairperson shall be present.
- c. The immediate supervisor may resolve the matter only with the authorization of the elected official.

Step 2. Formal Procedure.

- a. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts of the specific provision(s) of this Agreement alleged to have been violated, signed by the aggrieved employee, and within ten (10) work days following the Step 1 verbal discussion, presented to the employee's immediate supervisor.

- b. The immediate supervisor shall place his or her written disposition and explanation upon the grievance and return it to the Steward and employee within five (5) work days after receipt of the written grievance.
- c. The immediate supervisor may resolve the matter only with the authorization of the Department Head.

Step 3.

- a. If the grievance is not satisfactorily resolved in Step 2, the grievant may within five (5) work days after receipt of the written answer in Step 2, demand a meeting to be scheduled between the County Administrator, the employee's immediate supervisor, the employee and the Union representative to discuss the grievance.
- b. This meeting shall be scheduled within ten (10) work days after receipt of the grievant's appeal to Step 3.
- c. The County Administrator shall place his or her decision on the grievance form and return a copy to the grievant and Union representative within five (5) work days following the meeting.

Step 4.

- a. If the grievance is not satisfactorily resolved in Step 3, the grievant may appeal it by submitting the written grievance to the Personnel Committee of the County Board of Commissioners through the office of the County Administrator within five (5) work days following receipt of the written answer in Step 3.

- b. Upon receipt of the appeal, the County Administrator shall schedule a meeting to discuss the grievance at the next regularly scheduled meeting of the Personnel Committee or at a time mutually agreeable to the parties.
- c. The Employer shall be represented by members of the Personnel Committee.
- d. The Union shall be represented by its local Representative and the grievant involved.
- e. The Union and the Employer may have non-employee representatives in attendance.
- f. The Personnel Committee shall place its written disposition on the grievance and return it to the Unit Chairperson within five (5) work days following such meeting.

Step 5. If the grievance is not satisfactorily resolved at Step 4, arbitration pursuant to Section 3 may be employed.

- C. ALL NON-ECONOMIC GRIEVANCES OF EMPLOYEES OF THE CLERK, DRAIN COMMISSIONER, PROSECUTOR, REGISTER OF DEEDS, AND TREASURER SHALL BE PROCESSED IN THE FOLLOWING MANNER:

Step 1. Informal Procedure.

- a. An employee with a complaint shall within five (5) work days of the date of the occurrence which gave rise to the complaint or within five (5) work days of the date the employee first reasonably should have known of the event which gave rise to the complaint, discuss the matter with his or her immediate supervisor with the object of resolving the matter informally.

- b. If requested by the employee, the Steward or Chairperson shall be present.
- c. The immediate supervisor may resolve the matter only with the authorization of the elected official.

Step 2. Formal Procedure.

- a. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts and the specific provision(s) of this Agreement alleged to have been violated, signed by the aggrieved employee, and within five (5) work days following the Step I verbal discussion, presented to the employee's immediate supervisor.
- b. The immediate supervisor shall place his or her written disposition and explanation upon the grievance and return it to the Steward and employee within five (5) work days after receipt of the written grievance.
- c. The immediate supervisor may resolve the matter only with the authorization of the elected official.

Step 3.

- a. If the grievance is not satisfactorily resolved in Step 2, the grievant may appeal it by submitting the written grievance to the elected official within five (5) work days following receipt of the written answer in Step 2.
- b. Upon receipt of the appeal; the elected official shall schedule a meeting to

discuss the grievance at a time mutually agreeable to the parties.

- c. The Union shall be represented by its local Representative and the grievant involved.
- d. The Union and the Employer may have non-employee representatives in attendance.
- e. The elected official shall place their written disposition on the grievance and return it to the Union representative within five (5) work days following such meeting.
- f. Step 3 shall be the final step in the grievance procedure for non-economic grievances in the offices of the Clerk, Drain Commissioner, Prosecutor, Register of Deeds and Treasurer.

15.3: Arbitration.

- A. Arbitration Request. If the grievance in Section 2A (economic) or 2B (non-economic other than elected officials) is not satisfactorily resolved through the steps of the Grievance Procedure, the Union may submit the grievance to arbitration by notifying the Employer in writing within fifteen (15) calendar days following receipt of the Employer's disposition in Step 4 of Section 2A, or in Step 4 of Section 2B or following the date that such disposition was due.
 1. Further, the Union must request a panel of arbitrators from MERC or the Federal Mediation and Conciliation Service no later than thirty (30) calendar days following its notification of intent to seek arbitration.
 2. If the Union does not submit the grievance for arbitration in the time limits provided in this Section, the grievance shall be

deemed to be settled on the basis of the Employer's last disposition.

- B. Selection of Arbitrator. The Union shall forward a copy of the arbitration clause of this Agreement to the MERC or the Federal Mediation and Conciliation Service requesting the Service to forward a list of seven (7) arbitrators to the parties.
1. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel, and the name remaining shall serve as the arbitrator.
 2. The compensation and expenses of the arbitrator shall be shared equally by Employer and the Union, but each party shall bear the costs of its own expenses, witnesses, representatives, and legal counsel.
- C. Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written.
1. The arbitrator shall be at all times governed wholly by the terms of this Agreement and he/she shall have no power or authority to amend, alter, or modify, add to, subtract from **or** disregard this Agreement in any respect.
 2. If the issue of arbitrability is raised, the arbitrator shall determine the merits of the grievance only if arbitrability is affirmatively decided.
 3. By accepting a case from the parties, the arbitrator acknowledges his/her limitation of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement.

4. The arbitrator recognizes that the Employer is governed by certain laws and exists for the sole purpose of serving the public, and the arbitrator agrees this Agreement shall be interpreted and construed consistently with such laws.
5. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.
6. Further, no claims for back wages under this Agreement shall exceed the amount of earnings which the employee would have otherwise earned by working for the Employer, less any and all unemployment compensation that the employee received from any interim earnings.
7. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

15.4: General.

- A. For the purpose of the grievance procedures, a "work day" shall mean any day Monday through Friday that the County is open for business, and shall not include the day in which a grievance is presented or appealed by the Union or is answered by the Employer.
- B. Any grievance which is not carried to the next step by the Union within the prescribed time limits shall be considered withdrawn.
 1. Any grievance which is not answered by the Employer within the prescribed time limits shall automatically advance to the next step of the grievance procedure, the time limit to run from the date when time for disposition expired.
 2. The time limits established in the grievance procedure may be extended by mutual

agreement provided the extension is reduced to writing and the period of the extension is specified.

- C. A grievance presented at any step shall be dated and signed by the Union representative and the employee presenting it. Any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.
- D. The satisfactory settlement of a grievance shall be reduced to writing, written on or attached to a copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent to any other grievance.
- E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any workers or unemployment compensation and any interim earnings.
- F. The Employer agrees to compensate the grievant at his/her straight time, regular rate of pay for reasonable time lost from his/her regularly scheduled working hours while attending step hearings in accordance with the grievance procedure.
 - 1. All grievances appealed to the written step of the grievance procedure shall be reduced to writing only during non-working hours.
- G. Any and all grievances resolved at any step of the grievance procedure shall be final and binding on the Employer, the Union, and any and all employees involved in the particular grievance.
- H. Grievances concerning discharge shall be commenced at Step 2 of Section 2(B) or Section 2(C) above.

I. Election of Remedies.

1. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, 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.
2. 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 shall be forfeited.
 - (a) The above stated provision does not apply in the event the statutory/administrative remedy is an Unfair Labor Practice Charge (ULP) before MERC and/or that criminal charges are brought against an employee for the same offense for which the Employer disciplined the employee.

ARTICLE XVI
WORKING HOURS

16.1: The work day shall consist of seven and one-half (7 1/2) hours or eight (8) hours, Monday through Friday as currently established.

16.2: The work week (Monday through Friday) shall consist of thirty seven and one-half (37 1/2) hours or forty (40) hours as established by past practice.

16.3: Employees shall receive a one (1) hour lunch period per day and two (2) fifteen (15) minute breaks per day. One (1) break is to be taken in the first half of the shift and the other in the second half of the shift. Breaks shall not be taken at the beginning or end of a one half shift. Breaks shall not accumulate.

16.4: The Employer shall provide a break room within the building for employee use.

16.5: With the approval of the Department Head or Elected Official, employees may work flexible working hours for up to four (4) hours per week. The period of absence must be made up before or after work hours or during lunch periods as determined by the Department Head or Elected Official.

ARTICLE XVII
REGULAR PART-TIME EMPLOYEES

17.1: A regular part-time employee is a person who is employed in a Bargaining Unit position on a work week schedule of between twenty-two and one-half (22-1/2) and thirty (30) hours per calendar week.

17.2: Regular part-time employees shall be offered the opportunity to enroll in the hospitalization insurance as set forth in this Agreement by agreeing to payroll deductions to cover twenty-five percent (25%) of the Employer's premium cost for that employee.

17.3: Paid sick leave and vacation will be earned by regular part-time employees at the same rate as full-time employees as shown in Articles 28 (Vacation) and 29 (Sick Days).

17.4: Should one of the paid holidays as indicated in Article 27 fall or be considered on a day within a regular part-time employee's work schedule, he/she shall be entitled to that paid holiday.

- A. The amount of paid holiday shall be equal to the number of hours set in the employee's work schedule.

17.5: Regular part-time employees shall participate in the Sanilac County Employees Pension Plan.

ARTICLE XVIII
ACT OF GOD

18.1: In the event of a natural disaster or man made disaster or emergency, the Chairperson and/or Vice-Chairperson of the Board of Commissioners and/or County Administrator may declare the same and authorize the closing of all County offices and/or services.

- 18.2:
 - A. In the event of a natural disaster or man made disaster or emergency, the Chairperson and/or Vice Chairperson and/or County Administrator may declare the same and authorize the pay of those employees unable to report to work.
 - B. Any employee who reports to work shall receive straight pay for the work performed.
 - C. In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reasons other than discipline by the Employer, they shall receive their full day's pay for that day.
 - D. Under no circumstances shall an employee who elects to remain at work after being informed not to, be paid "overtime" for that day or any part thereof.

ARTICLE XIX
WAGE RATES

19.1: All employees will be paid pursuant to the wage scale in Attachment A.

2009	.75%
2010	.75%
2011	1.00%

ARTICLE XX
RECLASSIFICATION

20.1: Job duties may change over time in autonomy, responsibility, complexity, or in specific job tasks/assignments.

20.2: When an employee or supervisor believes changes in job duties justify a change in wage classification the course of action to be undertaken is as follows:

- A. The Department Head is to recommend, in writing, that a position within the department warrants re-evaluation.
 1. The request is to be directed to the Board of Commissioners, Finance or Personnel Committee including a sufficient description of the changes in responsibility, complexity, and/or job tasks performed by the position.
- B. The Finance or Personnel Committee will review the request and providing the Department Head has included the sufficient information required, the Administrator will be requested to have job analysis questionnaires completed by the employee working in the position.
- C. The Administrator will review the completed questionnaires with the Department Head.
- D. The content of the questionnaires will then be evaluated in comparison with prior analysis questionnaires conducted on the position and compared with the present job description.

20.3: The Committee will review the data submitted and if necessary, meet with the incumbent and Department Head for additional input and to verify the content and accuracy of the data gathered.

- A. The Committee will proceed as to the following alternatives:

1. In the event that the committee, upon review of the data submitted finds that the nature of the job tasks and/or duties of the position in question have not altered the responsibility and/or complexity of the position to the extent that could justify a reclassification, the committee will deny the request. In such event the committee will submit a written summary of its basis for denial to the union and employee.
2. In the event that the committee finds that the data clearly indicates that the position is effectively functioning in a capacity which warrants reclassification, the Committee will make a recommendation to the Finance Committee with supporting data that the position should be reclassified to a higher pay rate.
3. In the event that the committee finds, based upon the data gathered, that the position in question has expanded to the extent that reclassification is warranted and an existing class and job description does not adequately describe the expanded position, the committee will evaluate the position and make a recommendation to the Finance Committee as to the appropriate classification title with a revised job description reflecting the job tasks based on the information obtained.

20.4: The Finance Committee will review all findings of the reclassification review committee and any subsequent recommendation of the Finance Committee will be referred for full Board action including the recommendation for pay rate increase.

ARTICLE XXI
PAYCHECKS

21.1: Paychecks will be presented to employees every other Friday before the end of the work day.

- A. When a payday falls on a Holiday, paychecks will be dated and delivered to employees by 4:30 p.m. the eve of the Holiday.

ARTICLE XXII
OVERTIME

22.1: A. Overtime shall be distributed as nearly equal as practicable among the employees in the classification performing the work.

- B. The Employer will give notice of overtime requirements as far in advance as possible.

- C. Employees are expected to work a reasonable amount of overtime when requested.

- 1. The Employer will give consideration to any reasonable request of an employee to be excused from overtime work, but in any event, will excuse an employee from overtime work on occasions when it is evident that working overtime would cause the employee hardship or serious inconvenience.

22.2: Records of overtime worked shall be posted and kept up to date. Such records shall indicate paid hours. All refused overtime hours must be recorded as overtime worked.

22.3: A. One and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all hours worked in excess of forty (40) hours in any work week.

- B. One and one-half (1-1/2) times the employee's hourly rate shall be paid for all hours worked on Saturday.

- C. Two (2) times the employee's hourly rate shall be paid for all hours worked on Sundays or days recognized as holidays in this Agreement.
- D. In the event an employee is called in on a Saturday as unscheduled hours for the purpose of court arraignments, the employee shall be guaranteed at the employee's option, a minimum of two (2) hours of pay at one and one-half (1-1/2) times their regular rate of pay or a minimum of two (2) hours compensatory time at time and one-half (1-1/2). In the event the unscheduled call-in is on Sunday or a recognized holiday, the two (2) hour minimum shall be at the holiday rate in Paragraph C.

22.4: Compensatory Time.

- A. The employees may, upon mutual agreement with their Department Head or Elected Official, receive comp time in lieu of overtime pay at the same rate as it was earned. e.g. one and one-half (1-1/2) hours for every hour worked (as in Paragraphs 3A and 3B) and two (2) hours for every hour worked (as in Paragraph 3C).
 - 1. An employee may elect to take comp time in lieu of overtime for no more than forty (40) hours worked per calendar year.
 - 2. The maximum comp time that may be earned in a calendar year is sixty (60) hours.
 - 3. At the Employer's discretion, exceptions may be made to the maximum allowable comp time hours earned and taken within Departments, depending on a Department's seasonal needs.
- B. This accrued time must be used during the calendar year earned.
 - 1. Scheduling of comp time is subject to the approval of the Department Head or Elected Official.

- c. Any comp time earned but not used shall be paid out in the last pay period of the calendar year.

22.5: The Employer shall determine the need for overtime.

ARTICLE XXIII
SHIFT PREMIUMS

23.1: Any individual employee whose shift is changed by the Employer to begin at 12:00 p.m. or later shall receive, in addition to their regular pay, a shift premium of thirty (30) cents per hour.

ARTICLE XXIV
LONGEVITY

24.1: Longevity compensation is based on total length of service with the County and does not relate to length of service in a particular classification or department.

24.2: Longevity compensation will be paid to employees on their County seniority date as follows:

- A. Employees with no less than fifteen and no more than nineteen years of service: One Hundred Fifty (\$150.00) Dollars.
- B. Employees with twenty or more years of service: Three Hundred (\$300.00) Dollars.

ARTICLE XXV
TEMPORARY ASSIGNMENTS

25.1: An employee may be temporarily assigned to perform the tasks or duties of another employee when circumstances warrant. Temporary assignments shall be limited to ninety (90) working days with extension only through concurrence of Sanilac County, the Union and the employee.

25.2: Temporary assignments shall be authorized in writing to the employee by the supervisor.

- 25.3:
- A. A temporarily assigned employee shall not be paid the rate consistent with the position for working five (5) or fewer work days.
 - B. Upon working the sixth (6th) day, the employee shall be entitled to back pay to the first day of temporary assignment.
 - C. A temporary assigned employee having met the conditions herein shall not be made to suffer a reduced rate of pay for a temporary assignment.

ARTICLE XXVI
EDUCATION AND TRAINING

26.1: Full-time seniority employees may be reimbursed for tuition and fees for approved course work in accordance with the following provisions:

- A. Employees must be full-time and on the active employment payroll at the beginning of the course, during the course, and at the completion of the course.
- B. Course work must be taken through an accredited college or educational institution, and must be job related.
 - 1. "Job related" means course work taken by the employee to provide that employee with the necessary academic training to qualify for regular promotional opportunities within the established County-wide systems.
- C. The amount reimbursed for an approved course will be determined by the Employer, based on the job relationship to the course.
- D. Eligibility for reimbursement is subject to the approval of the County Administrator and/or the Board of Commissioners.

1. To be considered for reimbursement, employees must make application for education reimbursement through the County Administrator's office.
 - (a) The application must identify the educational institution, the course name(s) and the number(s), anticipated completion date, a description of the course(s), the costs and fees associated with the course(s) for which the employee seeks reimbursement, and a brief statement describing how the course(s) is/are "job related" as defined herein.
 2. The Employer reserves the right to request additional information regarding the course(s).
 - (a) Such request should be submitted as soon as possible, but under no circumstances will an application be approved if it does not contain the required information and/or is not submitted by the employee within two (2) weeks following the first day of class.
 3. The request shall be acted upon within two (2) calendar weeks of receipt and the employee notified within five (5) business working days of the decision to accept or reject.
- E.
1. Upon completion of approved courses, employees must submit to the County Administrator an official copy of the grade report or similar official evidence of completion of the course and a receipt for tuition payment for the course.
 2. Even if the courses have been otherwise approved, reimbursement shall not be made for any course(s) which is not completed with a passing grade.

- F. 1. Reimbursement for an approved course is contingent upon the agreement of the individual employee that he or she will remain in the employ of the County for eighteen calendar months after receiving reimbursement.
2. In the event the employee leaves the employ of the County for any reason within the eighteen month period, the employee shall agree to return the reimbursement amount to the County as withholding from the employees final pay.

ARTICLE XXVII
HOLIDAYS

27.1: All full-time and regular part-time employees shall be entitled to the following paid holidays:

New Years Day	Martin Luther King Day
President's Day	Good Friday
Memorial Day	Independence Day
Labor Day	Veterans Day
Columbus Day	Day After Thanksgiving
Thanksgiving Day	Christmas Day
Christmas Eve Day	
New Years Eve Day	

And such other holidays as may be established by action of the Board of Commissioners.

27.2: To be eligible for holiday pay, an employee shall work the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless authorized the day(s) off.

27.3: The County shall make every effort to provide reasonable accommodation for employees to attend services associated with the practice of their religious beliefs. Be it provided that the employee shall give sufficient notice to provide the supervisor and/or department head opportunity to make necessary operational arrangements.

27.4: Paid holidays shall be counted as days worked for the purpose of computing all benefits provided by this Agreement with the exception of overtime.

ARTICLE XXVIII
VACATIONS

28.1: All County employees hired on or after the effective date of this Agreement shall be entitled to vacations according to the following schedule:

Years of Service	Days of Paid Vacations
1 Year	5 days
2-4 Years	10 days
5-6 Years	15 days
7 Years or more	20 days

Vacation leave pay shall be calculated at the employee's then current rate of pay.

- 28.2: A. The scheduling for paid vacations leave is a mutual responsibility of the employee and the supervisor and/or department head.
- B. Scheduling shall be on a "first come, first serve" basis. Seniority shall prevail when requests are simultaneous.
- C. Vacation days must have prior approval of the supervisor and/or Department Head.
1. Approval shall be contingent upon meeting the needs of the department but shall not be unreasonably withheld.

28.3: The allocation of days, according to the above schedule, shall be credited to part-time employees on their anniversary date pro-rated according to their part-time status.

28.4: In the event an employee cannot be granted vacation leave within the year they are first eligible to take it, the employee may elect to receive the pay for such unused vacation leave at the end of that year (the first pay period following

their next anniversary date) or they may schedule such unused leave during the next year.

28.5: Vacation days shall not be used prior to their being credited or beyond the number of those days accumulated.

28.6: Upon termination, retirement, or death, the employee or beneficiary shall be paid the total accrued unused vacation days and a pro-rated pay off of vacation time from their date of separation retroactive to their last anniversary of employment.

28.7: If a paid holiday falls within the vacation period, the employee shall be eligible for an additional day of paid vacation leave.

ARTICLE XXXIX
SICK DAYS

29.1: Employees shall accumulate sick days to be used in the event of illness or as otherwise provided herein.

29.2: Full-time employees shall accrue one (1) sick day per month.

Part-time employees shall accrue one (1) sick day every one hundred sixty-two and one-half (162-1/2) hours, not to exceed twelve (12) days in one year.

29.3: A. Each employee shall be eligible to accrue (bank) sick days to a maximum of sixty (60) days.

B. Upon meeting the maximum accumulation of sixty (60) days, fifty percent (50%) of any unused days earned during the year shall be paid at the employee's current wages on their anniversary date.

29.4: An employee shall be eligible to use sick days after completion of the probationary period.

29.5: Sick days shall not accrue on a leave of absence without pay.

29.6: Sick days shall be counted as days worked for the purpose of computing all benefits provided by this Agreement.

29.7: A. Upon retirement or death, employees with twelve (12) or more months of employment shall be entitled to receive compensation at the rate of fifty percent (50%) for accrued sick days on a maximum accrual of sixty (60) days.

B. In the event of any employee's death, the payment of accrued sick days to be paid shall be to the employee's beneficiary or estate.

29.8: A. An employee must notify their Department Head and/or Supervisor no later than one-half (1/2) hour after the beginning of their normal work day or in the case of an emergency, as soon as possible in order to receive sick leave pay.

B. Use of sick days shall be paid out as actual time used to the nearest fifteen (15) minutes.

29.9: A. Except as provided in Section 10 below, a sick day used for any purpose other than provided in this Agreement shall be considered a misuse and an abuse.

1. The Employer will counsel employees who exhibit questionable attendance and advise the employee that any future questionable attendance will require the employee to provide proof that the sick day is being used for a purpose provided by this Agreement.

2. An employee who fails to provide proof shall be denied the sick day pay requested.

ARTICLE XXX
PERSONAL LEAVE

30.1: After one (1) year of employment, and each anniversary day thereafter. each permanent full-time and permanent part-time

employee shall be entitled to two (2) personal days, not to be deducted from paid sick time.

30.2: Use of such personal days shall be with prior approval and any unused time shall not accumulate from anniversary year to anniversary year.

30.3: Upon exhaustion of personal days within the employee's anniversary year, three (3) additional personal days may be granted by the Department Head under the above criteria of which will be deducted from the employee's accumulated sick leave balance.

ARTICLE XXXI
FAMILY AND MEDICAL LEAVE ACT

31.1: The parties agree to comply with the provisions of the FMLA.

- A. The FMLA is hereby incorporated into the collective bargaining agreement by reference.
- B. In the event benefits provided by FMLA conflict with benefits provided by the collective bargaining agreement, the provisions which provide the greatest benefit to the employee shall be honored.

31.2: The County further reserves all rights and managerial discretion with respect to matters not prescribed or prohibited by that Act or this Collective Bargaining Agreement.

- A. In the event of a conflict between this Agreement and the provisions of the FMLA, the latter shall prevail.

31.3: To be eligible to request FMLA leave, an employee shall have worked one thousand two hundred fifty (1,250) hours on the job during the twelve (12) months preceding the date of leave.

- A. Only actual hours worked may be counted toward this requirement.

31.4: Full-time employees shall be entitled to a maximum of twelve (12) weeks of FMLA leave in any twelve (12) month period.

- A. Regular part-time employees who worked one thousand two hundred fifty (1,250) hours on the job during the twelve (12) months preceding a leave shall be entitled to FMLA leave on a pro-rata basis using the average hours worked per week during the twelve (12) months immediately preceding the commencement of the leave. (Example: a part-time employee who worked an average of twenty (20) hours per week would be entitled to a maximum of six (6) weeks of FMLA leave in any twelve (12) month period commencing with the first date of an FMLA leave.)

31.5:

- A. Employees granted FMLA leave must exhaust accumulated personal and/or sick time prior to going without pay.
- B. Accumulated vacation time may be used at the request of the employee.
- C. FMLA leave shall be without pay unless otherwise provided by collective bargaining agreement or Personnel Policies.

31.6: An employee must request FMLA leave at least thirty (30) calendar days in advance in the event of a foreseeable leave.

- A. Request forms will be provided by the Employer. In unexpected or unforeseeable situations, the employee must follow the regular notice requirements contained in the collective bargaining agreement or in departmental rules.

31.7: FMLA leave will be granted to an employee for the following reasons:

- A. To care for the employee's child upon birth or upon placement of a child by adoption or foster care. Leave for this reason expires no later than

twelve (12) months after the child's birth or placement with the employee.

- B. To care for the spouse, child or parent of the employee when the spouse, child or parent has a serious health condition.
- C. In the event the employee has a serious health condition rendering the employee unable to perform the functions of his/her position.

31.8: Intermittent Leave.

- A. Requests for intermittent leave (in hourly or daily increments) shall be granted when medically necessary due to the employee's own serious health condition or when the employee is needed to care for his/her spouse, child or parent who has a serious health condition.
- B. The Employer reserves the right to temporarily transfer an employee on intermittent leave to a position with equivalent pay and benefits so as not to disrupt the efficiency of the department.

31.9: Requests for intermittent leave due to birth or placement of an employee's child by adoption or foster care may be granted at the sole discretion of the Employer, with the approval of the Department Head.

31.10: Health Insurance Continuation.

- A. Employees receiving Employer paid hospital/medical insurance and optical/dental allowance at the time FMLA leave commences shall continue to receive such insurance and/or allowance for the duration of the FMLA leave or longer. if the collective bargaining agreement so provides.
- B. The Employer has no obligation to provide any such insurance during FMLA leave in the event the employees would not otherwise be eligible to receive such insurance.

- C. Any employee required to pay a portion of health insurance premiums at the time FMLA leave commences must continue to make the required payment during the term of the leave. Failure to make the required payment shall be cause for termination of the health insurance coverage.

31.11: Seniority and continuous service for the purpose of benefit accrual rates shall continue during FMLA leave.

31.12: Failure to return to work upon expiration of FMLA leave shall result in the employee being required to reimburse the Employer for health insurance premiums paid by the Employer to continue such coverage during the leave. This reimbursement shall not apply under the following conditions:

- A. The employee's reason for not returning to work is due to continuation of the serious health condition which necessitated the FMLA leave or the onset of a new serious health condition of the employee.
- B. Circumstances beyond the control of the employee properly substantiated to the Employer within thirty (30) days of the expiration of the leave.
- C. Converting the FMLA leave to another approved leave as provided in the County Personnel Policies or collective bargaining agreement.

31.13:

- A. Employees returning to work from an FMLA leave within twelve (12) weeks from the date such leave commenced will resume work in the same classification and Department they held immediately prior to the leave.
- B. If an employee returns to work from FMLA leave which is authorized to last longer than twelve (12) weeks after having been on such leave for a period of time greater than twelve (12) weeks, the employee will be initially placed in the same classification the employee held prior to the leave, seniority permitting, and thereafter, if

necessary, the provisions of the Layoff Procedure will be applied.

31.14:

- A. The Employer reserves the right to require employees to submit periodic medical certification to support a request for continuing FMLA leaves and to have the employee examined by a physician designated by the Employer.
- B. In the event there is a dispute between the employee's physician and the Employer's physician, the two physicians shall select a third physician whose decision shall be final and binding upon the employee and the Employer.
- C. The cost of the third physician shall be borne by the Employer.

31.15: Time spent by an employee on short term or long term disability and workers compensation leaves shall be counted as FMLA leave, including the applicable waiting period.

31.16: Spouses both employed by the County are entitled to a maximum of twelve (12) weeks in the aggregate for the same FMLA reason. For example, each employee would be entitled to FMLA leave due to the birth of a child but for a maximum of twelve (12) weeks (i.e. eight (8) weeks for the mother and four (4) weeks for the father).

31.17: An employee on FMLA leave may not work for another Employer during the period of the leave. Termination of County employment will result for violations of this paragraph.

31.18: Definitions of terms used herein shall be contained in the Act.

ARTICLE XXXII
UNPAID SICK LEAVE

32.1: Any employee whose absence due to illness or injury is not otherwise governed by the FMLA, and which extends beyond the period for which paid sick leave compensation is received, shall

be granted such unpaid sick leave as is necessary for a complete recovery up to a maximum of one (1) year.

32.2: Seniority will accumulate during such leave.

32.3:

- A. An employee returning to work from Unpaid Leave will assume a classification similar to the one they previously held, if available.
- B. The Employer will be under no obligation to create a position or displace incumbent employees to accommodate an employee returning from an unpaid sick leave of more than 120 days.

32.4: The Employer may request an employee returning from unpaid sick leave to get a physical exam to prove their ability to return to work. Such exam will be paid by the Employer. Employees may pay their own insurance premium while on such leave.

ARTICLE XXXIII
LEAVE OF ABSENCE

33.1: A leave of absence, as provided for in this Article, is a written authorized absence from work granted by the Employer.

- A. Such requests for a leave of absence shall be submitted in writing by the employee to the Department Head and/or Supervisor at least twenty (20) working days in advance, except in emergency situations.
- B. The request shall state the reason for the leave of absence and the exact date on which the leave begins and the exact date on which the employee is to return to work. Authorization or denial for a leave of absence request shall be furnished to the employee in writing by the Employer, Department Head and/or Supervisor.

1. It is understood by the parties that leaves of absence are to be used for the intended purpose and employees shall make their intent known when applying for such leaves.
2. Employees shall not accept employment elsewhere while on leave of absence, unless agreed to by the Department Head and/or Supervisor.
3. Acceptance of employment or working for another employer without prior approval while on leave of absence shall result in immediate termination of County employment.

C. Additional requirements for specific leaves are included in the following sections dealing with specific leave.

33.2: Failure to return to work on the date scheduled shall be cause for termination unless prior written approval by the Employer and/or Department Head and/or Supervisor.

33.3: A further extension beyond the return date designated on the original leave of absence may be granted provided written application for such extension, containing the reason for the extension and the exact revised date on which the employee is to return to work, is made at least ten (10) days prior to the expiration of the original leave of absence except in those instances where it is not possible to meet the ten (10) day requirement; and provided such extension is consistent with any specific eligibility and time limit requirements listed in the following sections dealing with that specific leave; and provided such extension is approved by the Department Head and/or Supervisor.

A. Approval or denial shall be furnished in writing to the employee by the Department Head and/or Supervisor.

- B. Prior to the approval or denial a thorough investigation will be conducted whenever possible.

33.4: Military Leave. The Employer shall follow all applicable laws with regard to Military Leaves and any return to employment therefrom.

33.5: Jury Duty Leave.

- A. Any employee other than a temporary employee shall be granted a leave of absence with pay when they are required to report for jury duty. The employee shall give the Employer prior notification of their jury duty if at all possible. Employees shall be paid the difference between any jury duty compensation they receive and their regular wages for time necessarily spent in jury service. Employees shall be paid on the next regularly scheduled payday for each full day or half day of jury service whichever is applicable, after endorsing the jury duty check for each day to the Employer with exception of those funds allocated for mileage.

However, employees who complete such duty prior to the end of the work day shall return to their regular work station for the remainder of the work day.

- B. Probationary employees shall have their probationary period extended by the length of time they are on jury duty leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on jury duty leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid jury duty leave of absence.

33.6: Court Leave.

- A. Any employee other than temporary employees required by the Board of Commissioners or any public agency, except the Michigan Employment Relations Commission (MERC), have the power to subpoena to appear before a court or such agency on any matters related to their work with the County, shall be granted a leave of absence from work. The employee shall give the County prior notification of their court appearance if at all possible. Employees shall be paid on the next regularly scheduled payday for each full day of court leave, after endorsing the fees check to the County, with the exception of those funds allocated for mileage.
- B. Probationary employees shall have their probationary period extended by the length of time they are on court leave. Those employees eligible to receive insurance benefits shall continue to receive those benefits while on court leave. Seniority and continuous service for the purpose of benefit accrual rates and benefit accumulation shall continue for an employee while on an authorized, paid court leave of absence.

33.7: Union Business Leave.

- A. Leaves of absence without pay shall be granted to the employees for Union business or functions which takes them from employment with the Employer. Such employees shall be eligible after having completed one (1) year of service.
- B. Not more than two (2) employees from each of the Chapters and/or Units shall be eligible for such leave at any one time, provided that no more than **one** (1) employee in a department shall be eligible for such leave at any one time.
- C. Such leave shall not exceed ten (10) working days of which no more than five (5) shall be consecutive working days per individual per year.
- D. Whenever possible, employees on such leave shall be required to give the Employer at least fifteen

(15) working days prior written notice before such leave will be granted.

- E. Seniority and continuous service for the purpose of benefit accrual rates shall continue for an employee while on an authorized short-term administrative union business leave of absence for the duration of said authorized leave.

33.8: Funeral Leave. Members of the Bargaining Unit shall be allowed up to five (5) working days with pay as Funeral Leave days for death in the "immediate family." "Immediate family" is to be defined as follows:

Mother, Father, Stepparents. Brother, Sister,
Wife or Husband, Son or Daughter, Stepchildren,
Mother-In-Law, Father-in-Law, Brother-In-Law,
Sister-In-Law, Son-In-Law, Daughter-In-Law,
Grandparents and Grandchildren.

An employee will be allowed one (1) working day with pay as Funeral leave for the death of employee's Aunt, Uncle, Niece, or Nephew.

An employee may use accrued sick or vacation for the death of a spouse's grandparent.

33.9: Personal Leave.

- A. A personal leave of absence without pay may be granted to employees with three (3) months of service by the Department Head.
- B. A personal leave of absence shall not exceed ninety (90) working days unless written approval is given by the Employer to extend said personal leave.

33.10: Return from Leave. Employees returning timely from a leave or extension granted under this Article and Article 31, except as provided by law, will have the right to return to their former position or a comparable position only if available. The Employer will utilize temporary employees for the first ninety (90) days of the leave. The Employer will be under no obligation to create a position or displace employees to

accommodate an employee returning from a leave of more than 120 days. This Section shall not apply to military leaves of absence.

ARTICLE XXXIV
HEALTH INSURANCE

34.1: The Employer shall provide full-time and regular part-time employees employed on the effective date of this Agreement with a health insurance plan:

- A. The Employer shall select or change the insurance carrier and benefit levels at its discretion, except as otherwise provided in this article.
- B. All benefits shall be subject to the provisions set forth in the policy or policies.
- C. Benefits for otherwise eligible newly hired employees will become effective on the first day of the calendar month following the calendar month in which they attain seniority.
- D. When employment and seniority is interrupted by layoff, discharge, quit, retirement, leave of absence or any other reason all insurance coverage continues only for the balance of the month in which such termination occurs or until the next premium is due, whichever is later.
- E. The Employer shall have no obligation to duplicate any benefit an employee receives under any other policy with any other employer notwithstanding the circumstances of eligibility, amount or duration of benefit, and it shall be the obligation of the employee to inform the Employer of any and all insurance coverage enjoyed by said employee other than coverage provided by Sanilac County.

34.2: Cash Option. Employee(s) eligible to participate in the plan who elect not to participate shall be entitled to annual cash payment in lieu thereof in an amount as determined by the Board of Commissioners.

Payment of said insurance compensation to such employee(s) shall be paid in bi-weekly payments as regular payroll after the employee has indicated in writing that they do not wish to participate in the County insurance plan.

34.3: Employees shall be permitted to opt out at any time and rejoin the health insurance plan during May of each year.

34.4: To acquire and maintain benefits under the plan, the employee must enroll and register subsequent changes and modifications as they occur and in accordance with the governing regulations established by the County and/or insurance carrier.

34.5: The County will notify newly hired employees of all insurance benefits upon hire and further advise employees of open enrollment periods and procedures to apply for and modify insurance benefits.

34.6: Health Care Cost Containment.

A. Effective as soon as feasible following ratification by both parties the following shall apply:

1. The Employer will provide the identical medical coverage to bargaining unit members as that which is provided all other county employees including elected and appointed officials including prescription coverage co-pays, vision and dental coverage.

(a) The only exception is collective bargaining unit employees eligible for 312 arbitration who participate in a different plan as a result of an Act 312 award. If an arbitration process results in a voluntary agreement prior to an arbitrator's Act 312 award that provides an improved health plan or benefits, then in that event, TPOAM members shall be entitled to participate in the improved health plan benefit and compensation level.

2. The carrier for all plans shall be the option of the Employer.
3. Effective January 1, 2009, the medical coverage shall be the PPO 15 wrapped back to the PPO 3 with a 10/20 drug card.

34.7: Retiree Health. The Employer agrees to investigate and implement if feasible a plan to be funded by the employees.

ARTICLE XXXV
LIFE INSURANCE

35.1: The Employer shall provide \$10,000 term life insurance to bargaining unit employees with AD&D with carrier of Employers choice.

35.2: Terminally ill employees shall have the option to continue to pay insurance premiums insofar as carrier permits.

ARTICLE XXXVI
WORKER'S COMPENSATION

36.1: Worker's Compensation benefits shall be provided consistent with state law.

ARTICLE XXXVII
RETIREMENT

37.1: All employees shall, upon their date of hire, participate in the Sanilac County Employees Retirement Plan and Trust Plan subject to the terms of the Plan Document.

37.2: Employees hired prior to January 1, 2002, shall not be required to contribute.

37.3: All employees hired after July 1, 2002, shall contribute 3.75% of their gross earnings toward their retirement.

37.4: The multiplier factor for retirement/pension benefits shall be 2.0.

37.5: Effective with this Agreement, any and all earned time off (ETO) benefits paid shall be calculated and included as Gross Wages paid pursuant to the applicable provisions of this Pension Plan.

37.6: The Employer agrees to keep the retirement program in effect during the life of this Agreement.

ARTICLE 38
EMPLOYER RIGHTS

38.1: The Employer, on its own behalf and on behalf of the public it serves hereby retains and reserves unto itself and its designated representative when so delegated by it, all powers, rights, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan of the United States. Among the rights of the Employer, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines to provide such service; to determine the size of the work force and to increase and decrease the number of employees retained; to hire new employees; to determine the nature and number of facilities and departments and their location; to adopt, modify, change or alter its budget; to establish classifications of work; to 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 direct the work force; to assign work and determine the number of employees to be assigned to operations; to select employees for promotion or transfer to supervisory or other positions; to select employees for supervisors; to make judgments regarding skill and ability and the qualifications and competency of employees; to establish training requirements for purposes of maintaining or improving the professional skills of employees and for advancement. The Employer shall also have the right to suspend, discipline or discharge employees for just cause; to establish and follow an orderly procedure to transfer, layoff and recall personnel, to establish reasonable work rules and to fix and determine penalties for violation of such rules; to establish and change work schedules and hours; to provide and assign relief personnel and to continue and maintain its operations as in the past, provided, however, that these rights

shall not be exercised in violation of any specific provision of this Agreement and, as such, they shall be subject to the Grievance and Arbitration Procedure established herein.

ARTICLE XXXIX
NO STRIKES OR LOCK OUTS

39.1: The Employer will not lock out employees during the term of this Agreement.

39.2: The parties to this Agreement mutually recognize and agree that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare.

39.3: Under no circumstances will the Union cause or permit its members to cause, nor will any member of the Bargaining Unit or the Union take part in any strike, sit-down, stay-in, slowdown of work or restriction of production or interference with the operations of the County or any picketing to limit ingress and egress during the term of this Agreement.

39.4: In the event of a work stoppage or other curtailments of operation, picketing or patrolling, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to this stoppage or curtailment until same has ceased.

39.5:

- A. In the event of a work stoppage, picketing, patrolling or any other curtailment, by the Union, or the employees covered hereunder, during the term of this Agreement, the Union, by its officers and agents, shall immediately declare such work stoppage to limit the ingress and egress or other curtailment of operations to be illegal and unauthorized in writing to the employees, and order said employees in writing to stop the said conduct and resume full work.
- B. Copies of such written notices shall be served upon the Board.

39.6: The Union further agrees to cooperate with the Board to remedy such situation by immediately giving written notice to the Board and the involved employees declaring the said conduct unlawful and directing the employee to return to work.

39.7: The Employer shall have the right to discharge any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

39.8: The Union shall not use the service of outside persons to perform picket duties against the County.

ARTICLE XL
PROBATION

40.1:

- A. 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."
- B. Probationary employees shall be represented by the Union only as to wages, hours and working conditions as set forth in this Agreement, except that the County may discharge such employees with or without cause.
- C. Employees disciplined or discharged during the probationary period shall have no recourse to the Grievance Procedure.
- D. Where a probationary employee alleges discrimination, he or she may elect to utilize the Grievance Procedure or pursue administrative or judicial remedies.
 - 1. An employee may elect to use the grievance procedure only if he or she knowingly and voluntarily agrees to abide by the ultimate disposition of the grievance as final and binding and precluding any further administrative or judicial remedies.

ARTICLE XLI
TEMPORARY EMPLOYEES

41.1: A temporary employee is a person who is employed for one hundred twenty (120) calendar days or less in a Bargaining Unit position.

A. Temporary employees will not be used to displace a regular full-time or part-time employee, nor will they be used to avoid the payment of overtime.

41.2: Temporary employees' wages and/or hourly rate shall be within the established pay scale range and classification as set forth in this Agreement.

A. At no time will temporary employees' wages be more than the classification they are filling.

41.3: Temporary employees will not be eligible for regular employee benefits, i.e. health insurance, vacation, sick leave, pension, or idle holiday pay.

41.4: The temporary employment time may not be considered for seniority purposes.

ARTICLE XLII
SUBCONTRACTING

42.1: The County is interested in maintaining maximum employment for all employees covered by this Agreement, consistent with the needs of the County. Therefore, in making these determinations, the County intends always to keep the interest of the County employee in mind.

42.2: The right of contracting or subcontracting is vested with the County.

42.3:

A. The County shall notify the Union, in writing, of its intention to contract or subcontract work currently performed by any Bargaining Unit member

at least thirty (30) to sixty (60) calendar days prior to letting any contract or subcontract.

- B. The Union may request and shall be provided a meeting with the County within the thirty (30) to sixty (60) calendar day period.
- C. At such meeting, the County will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected.

ARTICLE XLIII
TERMINATION

This Agreement shall continue in full force and effect until December 31, 2011 at which time it shall expire.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed on the day and year set out below:

FOR THE UNION:

FOR THE COUNTY OF SANILAC:

Wayne Beerbower
Date: _____

James Ruby, Board Chair
Date: _____

Denise McGuire
Date: _____

Michele VanNorman, Register
of Deeds
Date: _____

Pam Pagel
Date: _____

Linda Kozfkay, County Clerk
Date: _____

Kathy Dorman, Treasurer
Date: _____

James V. Young, Prosecuting
Attorney
Date: _____

Gregory Alexander, Drain
Commissioner
Date: _____

TPOAM 2009 Payscale (3/4% increase) (3 Year Scale)					
<u>Class</u>	<u>Beginning</u>	<u>6 months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>
Clerk I	10.48	11.09	11.42	11.73	12.06
	786.35	831.54	856.19	880.02	904.67
	20,445.14	21,620.14	22,261.06	22,880.61	23,521.52
Clerk II	11.32	11.68	12.04	12.40	12.75
	848.80	875.92	903.03	930.15	956.44
	22,068.78	22,773.79	23,478.80	24,183.80	24,867.43
Clerk III	11.94	12.35	12.74	13.15	13.53
	895.64	926.04	955.62	986.02	1,014.78
	23,286.52	24,076.98	24,846.07	25,636.53	26,384.27
Clerk IV	13.86	14.38	14.91	15.47	16.04
	Effective 4/01/2003 1,039.43	1,078.87	1,118.31	1,160.22	1,202.94
	FA-139-03 27,025.18	28,050.63	29,076.10	30,165.65	31,276.57
Clerk V	15.48	16.25	17.01	17.78	18.55
	Effective 4/01/2003 1,161.04	1,218.56	1,276.07	1,333.59	1,391.11
	FA-139-03 30,187.02	31,682.48	33,177.94	34,673.41	36,168.88
Court Clerk I	12.23	12.63	13.02	13.41	13.82
	917.00	947.40	976.16	1,005.74	1,036.14
	23,841.97	24,632.44	25,380.16	26,149.26	26,939.72
Court Clerk II	12.63	13.14	13.62	14.10	14.60
	947.40	985.20	1,021.35	1,057.51	1,095.30
	24,632.44	25,615.17	26,555.17	27,495.19	28,477.91
Tech I (75 hours)	12.89	13.33	13.77	14.18	14.60
	967.12	999.99	1,032.86	1,063.26	1,095.30
	25,145.16	25,999.72	26,854.27	27,644.72	28,477.91
Tech I (80 hours)	11.84	12.50	12.89	13.29	13.69
	947.46	1,000.04	1,031.60	1,063.15	1,095.58
	24,633.86	26,001.14	26,821.50	27,641.87	28,485.04

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Tech II (75 hours)	13.64	14.38	14.97	15.46	15.98
	1,023.00	1,078.87	1,122.42	1,159.40	1,198.84
	26,597.90	28,050.64	29,182.92	30,144.29	31,169.75
Tech II (80 hours)	12.79	13.48	14.01	14.49	14.99
	1,022.83	1,078.05	1,121.00	1,159.56	1,199.00
	26,593.63	28,029.27	29,145.89	30,148.56	31,174.01
Tech III (75 hours)	14.70	15.27	15.82	16.38	16.96
	1,102.70	1,145.43	1,186.51	1,228.42	1,271.97
	28,670.20	29,781.11	30,849.29	31,938.85	33,071.13
Tech III (80 hours)	13.79	14.32	14.85	15.37	15.91
	1,103.47	1,145.54	1,187.61	1,229.68	1,272.62
	28,690.12	29,783.96	30,877.78	31,971.60	33,088.21
Tech IV (75 hours)	16.50	17.18	17.86	18.54	19.22
	1,237.46	1,288.40	1,339.34	1,390.29	1,441.23
	32,173.86	33,498.40	34,822.96	36,147.51	37,472.06
Tech IV (80 hours)	15.46	16.10	16.74	17.67	18.02
	1,236.69	1,288.40	1,339.23	1,413.73	1,441.78
	32,153.91	33,498.40	34,820.11	36,757.08	37,486.30
Tech V (75 hours)	19.59	20.14	20.68	21.23	21.78
Approved 04/24/06	1,469.41	1,510.29	1,551.18	1,592.06	1,633.75
FA-073-06	38,204.68	39,267.66	40,330.64	41,393.61	42,477.44
Tech VI (75 hours)	22.53	23.09	23.63	24.18	24.72
Approved 04/24/06	1,689.86	1,731.55	1,772.43	1,813.32	1,854.20
FA-073-06	43,936.43	45,020.25	46,083.23	47,146.20	48,209.19
Maintenance I (75 hours)	9.16	9.52	9.86	10.19	10.54
	686.93	714.04	739.52	764.17	790.46
	17,860.12	18,565.12	19,227.39	19,868.31	20,551.95
Maintenance I (80 hours)	8.59	8.92	9.24	9.56	9.88
	687.15	713.44	738.86	765.15	790.57
	17,865.82	18,549.45	19,210.30	19,893.94	20,554.80
Maintenance II (75 hours)	10.48	11.04	11.61	12.20	12.75
	786.35	828.26	870.98	915.36	956.44
	20,445.14	21,534.68	22,645.60	23,799.25	24,867.43

Maintenance II (80 hours)	9.82	10.36	10.88	11.43	11.95
	785.31	829.13	870.33	914.15	956.22
	20,418.07	21,557.47	22,628.51	23,767.91	24,861.73
Maintenance III (80 hours)	13.29	13.90	14.53	15.14	15.75
Effective 1/1/2003	1,063.15	1,112.23	1,162.19	1,211.27	1,260.35
FA-139-03	27,641.87	28,918.00	30,216.92	31,493.06	32,769.18

TPOAM
 2009 Payscale (3/4% increase)
 (5 Year Scale)

<u>Class</u>	<u>Beginning</u>	<u>6 months</u>	<u>1 Year</u>	<u>2 Year</u>	<u>3 Year</u>	<u>4 Year</u>	<u>5 Year</u>
Clerk I	10.48	10.75	11.01	11.27	11.54	11.80	12.06
	786.35	806.07	825.79	845.51	865.23	884.95	904.67
	20,445.14	20,957.86	21,470.59	21,983.32	22,496.06	23,008.79	23,521.52
Clerk II	11.32	11.59	11.85	12.11	12.38	12.64	12.76
	848.80	868.64	888.47	908.31	928.14	947.98	956.44
	22,068.78	22,584.53	23,100.26	23,616.01	24,131.76	24,647.50	24,867.43
Clerk III	11.94	12.21	12.48	12.74	13.00	13.27	13.53
	895.64	915.49	935.35	955.21	975.06	994.92	1,014.78
	23,286.52	23,802.80	24,319.10	24,835.39	25,351.68	25,867.99	26,384.27
Clerk IV	13.86	14.22	14.59	14.95	15.31	15.67	16.04
Effective 4/01/2003	1,039.43	1,066.55	1,093.66	1,120.78	1,147.89	1,175.01	1,202.94
FA-139-03	27,025.18	27,730.18	28,435.19	29,140.19	29,845.20	30,550.20	31,276.57
Clerk V	15.48	16.00	16.51	17.03	17.54	18.06	18.55
Effective 4/01/2003	1,161.04	1,199.66	1,238.28	1,276.90	1,315.52	1,354.13	1,391.11
FA-139-03	30,187.02	31,191.12	32,195.21	33,199.31	34,203.41	35,207.50	36,168.88
Court Clerk I	12.23	12.49	12.76	13.02	13.29	13.55	13.82
	917.00	936.86	956.71	976.57	996.43	1,016.29	1,036.14
	23,841.97	24,358.26	24,874.55	25,390.83	25,907.15	26,423.44	26,939.72
Court Clerk II	12.64	12.96	13.29	13.62	13.95	14.28	14.61
	947.40	972.05	996.70	1,021.35	1,046.00	1,070.65	1,095.30
	24,632.44	25,273.36	25,914.26	26,555.17	27,196.08	27,837.00	28,477.91

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Tech I	12.89	13.18	13.46	13.75	14.03	14.32	14.61
(75 hours)	967.12	988.49	1,009.85	1,031.21	1,052.58	1,073.94	1,095.30
	25,145.16	25,700.63	26,256.08	26,811.55	27,366.99	27,922.46	28,477.91
Tech I	11.84	12.15	12.46	12.77	13.08	13.39	13.69
(80 hours)	947.46	972.14	996.83	1,021.52	1,046.20	1,070.89	1,095.58
	24,633.86	25,275.73	25,917.59	26,559.45	27,201.32	27,843.20	28,485.04
Tech II	13.64	14.03	14.42	14.81	15.20	15.60	15.98
(75 hours)	1,023.00	1,052.30	1,081.61	1,110.92	1,140.22	1,169.53	1,198.84
	26,597.90	27,359.88	28,121.86	28,883.82	29,645.80	30,407.78	31,169.75
Tech II	12.79	13.15	13.52	13.89	14.25	14.62	14.99
(80 hours)	1,022.83	1,052.19	1,081.55	1,110.92	1,140.28	1,169.64	1,199.00
	26,593.63	27,357.03	28,120.42	28,883.82	29,647.22	30,410.62	31,174.01
Tech III	14.70	15.08	15.45	15.84	16.13	16.58	16.96
(75 hours)	1,102.70	1,130.91	1,159.12	1,187.33	1,209.52	1,243.76	1,271.97
	28,670.20	29,403.68	30,137.17	30,870.66	31,447.48	32,337.64	33,071.13
Tech III	13.79	14.14	14.50	14.85	15.20	15.55	15.91
(80 hours)	1,103.18	1,131.42	1,159.66	1,187.90	1,216.14	1,244.38	1,272.62
	28,682.73	29,416.97	30,151.21	30,885.46	31,619.70	32,353.95	33,088.21
Tech IV	16.50	16.95	17.41	17.86	18.31	18.77	19.22
(75 hours)	1,237.46	1,271.47	1,305.49	1,339.51	1,373.53	1,407.54	1,441.56
	32,173.86	33,058.31	33,942.76	34,827.23	35,711.68	36,596.15	37,480.60
Tech IV	15.46	15.89	16.31	16.74	17.17	17.59	18.02
(80 hours)	1,236.69	1,270.87	1,305.05	1,339.23	1,373.42	1,407.60	1,441.78
	32,153.91	33,042.63	33,931.37	34,820.11	35,708.83	36,597.57	37,486.30
Tech V (75 hours)	19.59	19.96	20.32	20.68	21.05	21.41	21.78
Approved 04/24/06	1,469.41	1,496.66	1,523.90	1,551.14	1,578.38	1,605.62	1,633.75
FA-073-06	38,204.68	38,913.14	39,621.38	40,329.63	41,037.87	41,746.13	42,477.44
Tech VI (75 hours)	22.53	22.89	23.26	23.62	23.81	24.35	24.72
Approved 04/24/06	1,689.86	1,716.92	1,744.16	1,771.40	1,798.64	1,825.88	1,854.20
FA-073-06	43,936.43	44,639.82	45,348.07	46,056.31	46,764.56	47,472.81	48,209.19
Maintenance I	9.16	9.39	9.62	9.85	10.08	10.31	10.54
(75 hours)	686.93	704.18	721.44	738.69	755.95	773.20	790.46
	17,860.12	18,308.76	18,757.40	19,206.03	19,654.67	20,103.28	20,551.95

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Maintenance I	8.59	8.80	9.02	9.24	9.45	9.67	9.88
(80 hours)	687.15	704.38	721.62	738.86	756.10	773.33	790.57
	17,865.82	18,313.99	18,762.15	19,210.31	19,658.48	20,106.66	20,554.80
Maintenance II	10.48	10.89	11.29	11.69	12.10	12.50	12.75
(75 hours)	786.35	816.60	846.84	877.08	907.33	937.57	956.44
	20,445.14	21,231.49	22,017.83	22,804.19	23,590.54	24,376.90	24,867.43
Maintenance II	9.82	10.17	10.53	10.88	11.24	11.60	11.95
(80 hours)	785.31	813.80	842.28	870.77	899.25	927.74	956.22
	20,418.07	21,158.68	21,899.30	22,639.91	23,380.52	24,121.13	24,861.73
Maintenance III (80 Hours)	13.29	13.70	14.11	14.53	14.93	15.34	15.75
Effective 1/1/2003	1,063.15	1,096.02	1,128.88	1,161.75	1,194.62	1,227.49	1,260.35
FA-139-03	27,641.87	28,496.42	29,350.97	30,205.53	31,060.08	31,914.63	32,769.18