

**AGREEMENT**

between

**OSCODA COUNTY COURTHOUSE**

and the

**UNITED STEELWORKERS  
AFL-CIO-CLC  
on behalf of Local Union 14540-01**

**Effective January 1, 2011, through December 31, 2012**

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6/28/11

AGREEMENT

This Agreement made and entered into this 28 day of June, 2011, by and between Oscoda County, hereinafter referred to as the "Employer" and the International Union, United Steelworkers, AFL-CIO-CLC, on behalf of Local Union 14540-01, hereinafter referred to as the "Union."

ARTICLE I  
RECOGNITION

*Ambulance Employees: See also Addendum A pg 36*

A. Collective Bargaining Unit:

The Employer hereby agrees for the term of this Agreement to recognize the Union as the exclusive representative for the purposes of collective bargaining in respect to wages, hours of employment and other conditions of employment for all of the employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of Oscoda County, but excluding all elected officials, supervisors, executives, Sheriff's Department employees, temporary employees, irregular employees, casual employees, confidential employees and all other employees.

Effective upon ratification of the 2001-2003 collective bargaining agreement by all parties, all full-time and regular part time Emergency Medical Technicians shall be accreted to the bargaining unit.

an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 *et. seq.*) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act" B.

Definitions and Employee Coverage:

For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

1. Full-Time Employees:

A full-time employee is an employee who is working thirty (30) or more hours per week on a regular basis at a job classified by the Employer as permanent.

2. Regular Part-Time Employee:

A regular part-time employee is an employee who is working at least fifteen (15) but less than thirty (30) hours per week on a regular schedule at a job classified by the Employer as permanent.

3. Irregular Employee:

An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including temporary, casual or seasonal.

The Employer shall advise the Union prior to changing a full-time employee's status and the affected employee will be assigned to the reduced position but may elect to exercise displacement rights pursuant to Article IX. B.

C. Part-Time and Irregular Employees:

The Employer reserves the right to hire and utilize regular part-time employees, irregular employees and volunteers from time to time. Irregular employees and volunteers are not within the recognition granted the Union and are not covered by the terms of this Agreement, but shall not be utilized so as to cause any employee to be laid off or lose time from their regularly scheduled hours.

## ARTICLE II REPRESENTATION

A. Collective Bargaining Unit:

The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than three (3) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be present during collective bargaining negotiations.

B. Steward:

1. The Employer agrees to recognize two (2) stewards who shall be selected or elected by the union 1) one to represent the clerical employees - selected by the clerical emp. 2) one to represent the ambulance employees - selected by the ambulance employees, from employees covered by this Agreement who have seniority. It shall be the function of the

Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for the Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the supervisor may release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of the Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

C. Alternate Stewards and Collective Bargaining Committee Members:

Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

D. Identification of Union Representatives:

The Chairman of the Oscoda County Board of Commissioners shall be informed in writing of the names of the Steward, members of the Collective Bargaining Committee, alternate Stewards or members of the Collective Bargaining Committee, the International Representative of the Union, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

E. Special Conferences:

Special conferences for important matters of mutual concern may be arranged by mutual agreement of the parties. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. The Union may be represented at special conferences by the Steward and a non-employee representative of the Union. If practicable, such conferences shall be scheduled within ten (10) days following the request for a conference. It is expressly understood that the purpose of such conferences shall not be to negotiate, modify, or otherwise change the terms of this Agreement, nor shall special conferences be used as a substitute for the grievance procedure.

F. Bargaining and Special Conference Time:

Employee participation as Bargaining Committee members or in special conferences is a voluntary activity engaged in on behalf of the Union and the employees which it represents. Employees may, upon request, be released from work to engage in collective bargaining negotiations and special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

G. Union Access:

Authorized representatives of the Union may visit the Employer's place of business for purposes of administration of this Agreement. The Union agrees that such Union representatives shall advise the Oscoda County Clerk's office of their need to be on the Employer's premises immediately upon their arrival and that such visits shall not interfere with the operations of the Employer and the work being performed by the employees.

**ARTICLE III  
UNION SECURITY**

A. Union Membership:

Membership in the Union is not compulsory. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the collective bargaining unit set forth in the Agreement without regard to whether or not the employee is a member of the Union.

B. Union Service Fee:

All employees included in the collective bargaining unit set forth in Article I. A. shall, as a condition of employment, pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence thirty-one (31) days after the execution of this Agreement, or the completion of an employee's first thirty-one (31) days of employment, whichever is later. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount not in excess of the periodic monthly dues uniformly required of Union members. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes thereto. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the check-off provisions of Article III. D. In addition, an employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

C. Failure to Pay Service Fee:

An employee required to pay the service fee established in Article III. B. who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Article III. B. This notification shall be in writing signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of this notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearage's within thirty (30) working days of receipt of a copy of notification from the Employer shall be terminated; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of that forum becomes final within which to pay, tender payment or make arrangements satisfactory to the Union for payment of all service fee arrearage's before the employee is subject to termination.

D. Check-off:

1. During the term of this Agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues and initiation fees from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.
2. All authorizations filed with the Employer shall become effective the first (1<sup>st</sup>) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's service fee obligation, or if applicable, Union membership dues and initiation fees owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose.
3. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.
4. The Union shall notify the Employer in writing of the proper amounts of dues and fees, and any subsequent changes in such amounts.

5. If a dispute arises as to whether or not an employee has properly executed or properly revoked a written check-off authorization form, no further deductions shall be made until the matter is resolved.
6. The Employer's sole obligation under this Article is limited to the deduction of service fees and, where applicable, Union membership dues and initiation fees. If the Employer fails to deduct such amounts as required by this Article, its failure to do so shall not result in any financial liability whatsoever.

E. Indemnification:

The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability including, but not limited to, wages, damages, awards, fines, court costs, attorney fees and unemployment compensation costs that arise out of or by reason of action taken by the Employer pursuant to Articles III. B., III. C. and/or III. D.

#### ARTICLE IV MANAGEMENT RIGHTS

A. Management's Rights:

It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate Oscoda County in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained rights of management included only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number of operations and departments to be operated and their locations; to eliminate, combine, or establish departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to establish and change employee work schedules; to eliminate, establish or combine classifications; to determine the number of supervisors; to hire personnel; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations as in the past; to study and use different machines methods, processes or machines; to subcontract services; to use outside assistance or engage independent contractors either inside or outside of the Employer's facilities; to establish job descriptions and work standards; to make judgments as to the skill and ability of employees; to determine workloads; to

promote, demote, discipline, discharge, layoff or recall personnel; to establish and revise work rules and safety rules from time to time; to determine penalties for violations of work and safety rules and other improper employee actions or inactions; and in all respects to carry out the ordinary and customary functions of management. All such retained rights may be exercised by the Employer without prior bargaining or notice to the Union and the Employer's judgment in these areas shall not be subject to challenge; provided, however, these rights shall not be exercised in violation of any specific provision of this Agreement.

B. Rules and Regulations:

The Employer has the right to establish rules and regulations not inconsistent with the provisions of this Agreement. All new or revised rules and regulations shall be made available to the Union for inspection and review if such rules and regulations concern working conditions. If the Union believes that any rule or regulation that concerns working conditions is inconsistent with the terms of this Agreement, a grievance may be filed within three (3) working days after the establishment or revision of such rule or regulation and thereafter considered in accordance with the grievance procedure. Any rule or regulation, or any revision of a rule or regulation that the Union does not grieve in accordance with the foregoing will be conclusively presumed not to be inconsistent with or in violation of any section of this Agreement.

C. Discipline Procedures:

The Employer agrees, promptly upon the discharge or suspension of an employee, to notify the employee in writing of the specific reasons for the discharge or suspension. The discharged or suspended employee will be allowed to discuss the discharge or suspension with the Steward before being required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or suspension with the employee and/or the Steward.

D. Rights of Elected Officials:

Notwithstanding anything herein contained to the contrary, the rights of elected officials contained in MCLA 48.37, 50.63, 49.31, 49.35 and 53.91, as amended shall prevail over the requirements of this contract.

**ARTICLE V  
WORK STOPPAGES AND ILLEGAL ACTIVITY**

A. Continued Work Pledge:



The Union agrees that during the term of this Agreement neither it nor its officers, representatives, committeepersons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage, or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employer's operation. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes, and a refusal of an employee or employees to cross any type of picket line at the Employer's place of business. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in any picketing of the Employer's buildings, offices or premises, or in any picketing whatsoever to publicize a dispute with the Employer.

B. Violation of Continued Work Pledge:

Any employee who violates the Continued Work Pledge of Article V. A. shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Article V. A. Any appeal to the grievance procedure concerning an employee disciplined for violation of Article V. A. shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Article V. A.

C. Further Sanctions:

If Article V. A. of this Agreement is violated, the Employer shall have the right, in addition to any action pursuant to Article V. B., to any other legal remedies the Employer may possess, including injunctive relief.

D. Affirmative Action:

The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Article V. A. by notifying the employees it represents that it disavows such action.

E. No Lockout:

During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Article V. A., agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

**ARTICLE VI  
GRIEVANCE AND ARBITRATION PROCEDURE**

A. Definition of Grievance:

For purposes of this Agreement, a grievance shall be defined as a 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 interpretation of a specific provision or provisions of this Agreement as written.

B. Grievance Procedure:

All Grievances shall be handled in the following manner:

Step 1 – Oral Procedure:

An employee with a complaint shall discuss the matter with their immediate supervisor, or designated representative, within three (3) working days from the time of the occurrence of the events giving rise to the complaint or within three (3) working days from the time the employee involved first knew or could have known of the facts giving rise to the complaint in situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint. If requested by the employee, the Steward shall be present. A request for the Steward to participate in the discussion shall be made by the employee to their immediate supervisor, or designated representative, who shall make proper arrangements as soon as convenient. The immediate supervisor, or designated representative, will endeavor to give an oral answer to the complaint within two (2) working days of the discussion with the employee concerned. Every effort shall be made to settle the complaint in this manner.

Step 2 – Written Procedure:

If the complaint is not satisfactorily settled in the Step 1 – Oral Procedure, the complaint shall be reduced to a written grievance within five (5) working days from the time of the oral answer. The written grievance shall adequately set forth the facts giving rise to the complaint including the Article or Articles of this Agreement in dispute, and shall be signed by the employee or the Steward. The preparation of a written grievance shall not occur during working time. The grievance shall be submitted to the employee's Department Head or designated representative. The Department Head, or designated representative, the employee involved, and the Steward if requested by the employee, may discuss the grievance. A request for the Steward to participate in the discussion of a grievance shall be made by the employee to the Department Head, or designated representative, who shall make proper arrangements as soon as convenient. The

Department Head, or designated representative, shall place a written disposition upon the grievance within fifteen (15) working days and return it to the employee.

Step 3 – Written Procedure:

If a grievance is not satisfactorily settled in the Step 2 – Written Procedure, the Steward may appeal the Department Head's decision by delivering to the Employer through the County Clerk's office a written request for a meeting concerning the grievance within five (5) working days following receipt of the Department Head's written disposition of the grievance. A copy of this written request shall be provided to the Department Head. Within fifteen (15) working days after the grievance has been appealed, a meeting shall be held between representatives of the Employer and an International Representative of the Union. If the meeting cannot be held within the fifteen (15) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairman of the Oscoda County Board of Commissioners, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

Step 4 – Mediation:

If the grievance is not satisfactorily settled in the Step 3 – Written Procedure, the Union may request mediation by the Michigan Employment Relations Commission by giving written notice to the Employer through the County Clerk of its intent to do so within fifteen (15) working days following receipt of the Employer's Step 3 response. Thereafter, the Chairman of the Oscoda County Board of Commissioners, or designated representative, the employee and an International Representative of the Union shall confer with the mediator assigned to assist in resolving the dispute. At the conclusion of this conference, the Chairman of the Oscoda County Board of Commissioners, or designated representative, shall signify in writing the Employer's final response to the grievance.

C. Arbitration:

The Union may request arbitration of any unresolved grievance which is arbitrable by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the Chairman of the Oscoda County Board of Commissioners through the County Clerk's Office within fifteen (15) working days following the receipt of the Chairman of the Oscoda County Board of Commissioners' written disposition in Step 4 of the grievance procedure. If the Chairman of the Oscoda County Board of Commissioners fails to answer a grievance within the time limits set forth in Step 4 of the grievance procedure, the Union may request arbitration by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy of this form to the Chairman of the Oscoda County Board of Commissioners through the County Clerk's Office not later than five (5) working days

following the date the Chairman of the Oscoda County Board of Commissioners' written Step 4 disposition was due. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitral and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

D. Selection of Arbitrator:

The fees and expenses of the arbitrator and all hearing location costs shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

E. Arbitrator's Powers and Jurisdiction:

The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, to consider any extra-contract agreements not specifically incorporated in this agreement, to rule on the discipline, layoff, recall or termination of any probationary employee or to rule upon any grievances considered settled. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management rights clause herein. If the grievance concerns the exercise of these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitral. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

F. Arbitrator's Decision:

The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided, however, that each party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

G. Grievance Resolution:

All grievances which are satisfactorily resolved at Step 1 or Step 2 of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the Oscoda County Board of Commissioners at their next regularly scheduled semi-monthly meeting before they shall be final. The time limitations set forth in the Grievance Procedure shall be stayed during the period in which grievances are referred to the Oscoda County Board of Commissioners under this Article. If the resolution of a grievance is not approved, the Steward shall have five (5) working days following receipt by the Steward of written notice of the Oscoda County Board of Commissioners' action to resubmit the grievance at the next higher Step in the Grievance Procedure. If the grievance is not resubmitted in a timely fashion, it shall be deemed to be withdrawn.

H. Non-Employee Representatives:

The Union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to the Step 1 – Oral Procedure.

I. The Grievance Form shall be supplied by the Union in a form which coincides with the Grievance Procedure established in this Agreement.

J. Time Limits:

The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. Grievances which are considered settled shall not be arbitrable and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may only be extended by mutual agreement and the period of extension must be specified in the agreement.

K. Time Computation:

Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure.

L. Pay For Processing Grievances:

The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

M. Discharge or Suspension Grievances:

All grievances concerning discharge or suspension shall be initiated at Step 3 of the grievance procedure. A written grievance signed by the discharged or suspended employee shall be filed within three (3) working days of the employee's discharge or suspension in order to invoke the grievance procedure in such situations.

N. Health and Safety Complaints:

Complaints by an employee about health and safety concerns shall be presented to the Employer for resolution in accordance with the grievance procedure.

O. Multi-Forum Waiver:

It is the intent of the parties that disputes between the Employer and the Union and the employees it represents should not be subject to resolution in more than one forum. In the event that an employee or the Union has any dispute with the Employer which could be alleged as a grievance, then the Union and the employees it represents hereby agree that the grievance and arbitration procedure of this Agreement shall be the sole method to resolve the dispute and the Union and the employees it represents hereby waive any rights that may exist to institute proceedings involving such matters in any administrative action including, but not limited to, claims under State of Michigan veterans preference and payment of wages and fringe benefit legislation, before a governmental board, agency or entity, or in any court.

P. Arbitration After Termination of Agreement:

Notwithstanding any other provision of this Agreement, the Employer shall have no obligation to arbitrate any grievance after the expiration of this Agreement; provided, however, that the Employer shall continue to be obligated to arbitrate grievances arising during the term of this Agreement for which a timely request for arbitration has been filed and mutual agreement to arbitrate reached prior to the expiration of this Agreement.

Q. Grievance Flow Chart:

### **Grievance Flow Chart**

If an employee has a complaint they shall discuss the matter with their immediate supervisor within 3 working days from the time of occurrence of the events giving rise to the complaint or within 3 working days from the time the employee involved first knew or could have known the facts giving rise to the complaint.

**STEP 1 -ORAL Supervisor Discuss Grievance Grievant with or without steward**

Employer has 2 days to  
give answer in writing Issue Resolved-----Yes-----Process ends  
5 working Days NO  
Steward investigates issues and submits a written grievance

**STEP 2-WRITTEN** Supervisor Discuss Grievance Grievant with or  
without steward

Supervisor has 15 days to Issue Resolved-----Yes-----Process ends  
give written answer  
NO  
5 working days

**STEP 3-WRITTEN** Employer Discuss Grievance International  
Representative  
Union

A meeting will be held  
Within 15 days  
Issue Resolved-----Yes-----Process ends  
Employer has 15 days to  
give written answer  
NO  
15 Working days

**Step 4 Mediation**

Union may request mediation with Michigan Employment Relations  
Committee by giving notice within 15 working days following receipt of  
employers STEP 3 response.

**ARBITRATION**

**ARTICLE VII  
SENIORITY**

*Ambulance Employees: See also Addendum A pg 36*

A. Definition of Seniority:

County seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer.

Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement.

County seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Seniority begins after the probationary period is completed, retroactive to the date the employee is covered by the terms of the Agreement. Note: Prior to the completion of the probationary period, an employee is classified as an irregular employee, which includes temporary, casual, and seasonal ( in the case of the Ambulance Department, contingency), which means that, although a person receives a check from Oscoda County, they are not a regular scheduled employee, therefore do not accumulate seniority.

B. Probationary Period:

All new employees shall be considered to be on probation and shall have no seniority for the first ninety (90) days of employment following their first day of work for the Employer, after which time the employee's seniority shall be retroactive to their last date of hire. If the Employer wishes to extend the probationary period in the case of any employee whose performance has not been entirely satisfactory to the Employer, the Employer may extend the probationary period for a period not to exceed an additional ninety (90) days with the prior written approval of the Union. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.



C. Seniority List:

The Employer shall keep a current seniority list showing each employee's date of hire, County seniority date, classification seniority date and department. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

D. Loss of Seniority:

An employee's seniority and employment relationship with the Employer shall terminate for any of the following reasons:

1. If the employee quits or retires.
2. If the employee is terminated or discharged and the termination or discharge is not reversed through the Grievance Procedure set forth in this Agreement.
3. If the employee is absent from work for three (3) consecutive working days without notifying the Employer, unless the employee's failure to notify the Employer is for a reason satisfactory to the Employer.
4. If the employee is absent from work for three (3) consecutive working days, unless the employee's absence is for a reason satisfactory to the Employer.
5. If the employee fails to report for work on the required date for return from an approved leave of absence, vacation or disciplinary suspension, unless the failure to return to work is for a reason satisfactory to the Employer.
6. If the employee is on layoff status for a period of twelve (12) consecutive months or the length of the employee's seniority, whichever is greater.
7. If the employee is on a disability leave or a worker's compensation leave for a period of twelve (12) consecutive months.
8. If the employee fails to return to work on the required date following recall to work from layoff in accordance with the procedures established in this Agreement, unless the employee's failure to return to work is for a reason satisfactory to the Employer.

9. If the employee is convicted of a felony or a misdemeanor involving moral turpitude.

E. Seniority While on Leave of Absence:

The seniority of employees on Employer approved leaves of absence shall continue to accrue during the period of their leave of absence.

F. Transfer to Non-bargaining Unit Position:

An employee who is transferred to a position within the Employer not covered by this Agreement shall not accumulate additional classification seniority during the time that the employee holds the non-bargaining unit position. The Employer has the sole discretion to determine if any employee transferred to a non-bargaining unit position is to be returned to the bargaining unit. Any employee who is returned to the bargaining unit by the Employer after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or may displace another employee with less classification seniority in a job classification and department to which the returned employee was previously assigned to on other than a temporary basis. In the event that the Employer returns an employee to the bargaining unit, the employee's classification and seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit.

**ARTICLE VIII  
HOURS OF WORK**

*Ambulance Employees: See also Addendum A pg 36*

A. Workweek:

The workweek for all employees shall begin at 12:00 a.m. on Monday and end at 11:59 p.m. the following Sunday. The Employer reserves the right to change the workweek whenever it determines that operating changes warrant such a change.

(Ambulance Employees See Addendum A: Article VIII)

B. Hours of Work:

The work hours for all employees shall be determined by each Department Head. The normal workday, not including lunch periods, for full-time and clerical employees consists of seven (7) hours and eight (8) hours for all other full-time employees. The normal work schedule includes five (5) days of work, Monday through Friday. This section shall not be construed as a guarantee of any number of hours of work or pay per day or per week since the Employer has the right to establish the daily or weekly work

schedule and reduce them below the normal workday or workweek whenever it determines that conditions warrant such changes. The Building Department may be scheduled to work seven (7) hour days for six (6) months per year, and eight (8) hour days the other six (6) months per year.

C. Overtime:

All employees shall be expected to work reasonable overtime upon request by the Employer. Overtime must be authorized in advance by the employee's Department Head.

D. Lunch Periods:

Employees will be allowed a one (1) hour lunch period without pay. This lunch period shall be at or near the midpoint of the scheduled day. The timing of an employee's lunch break shall be scheduled by the Employer so as not to interfere with prompt and efficient service to the Employer and the public.

E. Break Periods:

The Employer will provide employees a fifteen (15) minute break period during the first half of their workday and a fifteen (15) minute break period during the second half of their workday. All break periods will be scheduled by the Employer so as not to interfere with the prompt and efficient service to the Employer and the public. Employees may not leave the Employer's premises during such breaks.

## ARTICLE IX LAYOFF AND RECALL

A. Indefinite Layoff:

When it is determined by the Employer that the work force in a particular department is to be reduced for an indefinite time, the Employer shall lay off employees in the following order:

1. The first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification within the department affected by the layoff.
2. Further layoffs from the affected classification shall be accomplished by inverse order of classification seniority.

3. The Employer shall endeavor to provide at least seven (7) calendar days advance notice of a layoff.

B. Displacement Rights After Indefinite Layoff:

Employees with seniority who are indefinitely laid off shall be entitled to displace an employee in another job classification within the County under the following conditions:

1. The laid off employee has greater seniority than the employee to be displaced.
2. The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.
3. The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

An employee displaced under this Article shall be laid off unless that employee is also entitled to exercise displacement rights under this Article. An employee exercising displacement rights under this Article retains the right of recall to their former classification.

C. Recall:

When it is determined by the Employer to increase the work force in a department after a layoff, employees with seniority previously laid off from that department will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. In the event that there are no employees with seniority previously laid off from the department who presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work, employees with seniority laid off from other departments will be recalled in inverse order of layoff, provided that they presently have the necessary qualifications, skill, and ability to perform in an effective and efficient manner the required work. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Article IX. D.

D. Recall Procedure:

When employees are to be recalled from layoff, the following procedures shall be followed:

1. The Employer may attempt to telephone the employee first in an effort to give the employee notification of recall. If the employee could not be contacted by telephone,

or if the Employer determines not to use telephone contact, the Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

2. Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work within seventy-two (72) hours of notification of recall by telephone or delivery of notice of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the seventy-two (72) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.
3. Recalled employees are required to report for work on the required return to work date following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, or within seventy-two (72) hours following notification of recall by telephone or following delivery or attempted delivery of notice of recall by certified mail, whichever is later. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer.

E. Displacement Rights of Chief Deputies:

The Chief Deputy Clerk, Chief Deputy Treasurer and Chief Deputy Register of Deeds serve at the pleasure of their respective elected official. **Individuals holding these positions are specified as the one (1) individual per elected official's office who is designated under MCLA 48.37, 50.63, 49.31, 49.35 and/or 53.91, as responsible for assuming the duties of said elected official in their absence.** In the event that an elected official determines to revoke the appointment of their chief deputy for a non-disciplinary reason, the chief deputy will be considered to have been laid off and may exercise Article IX. B. Displacement Rights.

## ARTICLE X JOB TRANSFERS

A. Permanent Vacancies:

When a permanent job or vacancy occurs in a bargaining unit position, notice of the job or vacancy shall be posted on each department bulletin board for six (6) working days. A permanent job or vacancy is one that is expected to operate more than ninety (90) consecutive working days, but does not include vacancies caused by leaves of absence. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this Article. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting.

The Employer shall give due consideration to all applicants for the permanent vacancy, including applicants from outside the bargaining unit. In considering an applicant's qualifications to perform the required work, the Employer shall consider the employee's ability, experience, training, productivity, seniority, work performance, work record and dependability. The applicant considered by the Employer in its sole discretion to be the best qualified shall be awarded the permanent vacancy; provided, however, that if the Employer determines that the qualifications of the applicants who meet the qualifications for the job or vacancy are relatively equal, the applicant with the greatest seniority shall be awarded the position.

B. New Job Probationary Period:

Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of sixty (60) working days in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the Employer, the employee will be transferred back to the employee's prior classification; provided, however, that the Employer reserves the right in its sole discretion to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. An employee will also be returned to their former classification during this period upon the employee's request.

C. Temporary Transfers:

The Employer reserves the right to temporarily transfer employees in order to meet the needs of the County. No temporary transfer shall last for a period of more than six (6) months, without the prior approval of the Union. An employee temporarily transferred for a period of more than five (5) days shall receive the minimum rate of pay for the classification to which they are transferred or the rate of pay for the classification to which they are regularly assigned, whichever is higher.

**ARTICLE XI  
LEAVES OF ABSENCE**

*Ambulance Employees: See also Addendum A pg 36*

A. Purpose of Leaves:

It is understood by the parties that leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. It shall constitute just cause for discipline, up to and including discharge, for an employee to falsify the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Article involved.

B. Paid Personal Time Off (PTO) Leave: *(Ambulance Employees see Appendix C)*

Full-time employees shall earn and be granted PTO leave of absence with pay under the following conditions and qualifications:

1. Sick days from prior contracts, accrued, as of Date of contract, will be locked in and can be used as a sick day or used toward the waiting period required to receive Disability Benefits or can be used to supplement disability pay from .667 up to 100% of wages, until sick days are exhausted.
2. Annual PTO (Personal Time Off), will be awarded as follows: 12 (twelve), days per year, given on January 1 of each year.
3. PTO is to be recognized as one per month awarded on January 1 of each year, New Hires will be prorated. Employee's that leave employment before the end of the year will be required to reimburse for PTO days used that exceed the recognized PTO one per month.
4. An employee shall notify the Employer of the need to utilize PTO as far in advance as possible. A voice mail is considered adequate notification on the supervisor's primary contact phone (i.e. cell phone). A text message is not considered adequate notification.
5. Unused PTO will not accumulate.
6. Unused PTO will be paid to the employee at the end of each year at the rate of ½ (one-half), of the regular rate of pay, for the time remaining on record.
7. Employees must take PTO or vacation time in one (1) hour increments at a minimum.

C. Disability Leave:

A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave of more than seven (7) calendar days will qualify an employee for "short term disability benefits" as listed under Article XIV Insurance. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate,

require the employee to take a leave of absence under this Article. Employees who are anticipating a leave of absence under this Article may be required to present a physician's certificate recommending that the employee continue at work and in all cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Article together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

D. Workers' Compensation Leave:

Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payment from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

E. Personal Leave of Absence:

The Employer may in its discretion grant an employee a personal leave of absence for a period not to exceed thirty (30) calendar days. Requests for a personal leave of absence shall be in writing, signed by the employee, and given to the employee's Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested in writing prior to the termination of the original leave period.

F. Funeral Leave:

An employee shall be granted up to three (3) consecutive days leave immediately following the date of death of a member of the employee's immediate family to allow the employee to attend the funeral. "Immediate family" shall mean the employee's current spouse, children, step children, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, sister, brother, grandparents, and grandchildren. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day. In the event that the funeral of a member of the employee's immediate family shall take place outside of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, but the employee will not receive funeral leave pay during this period of additional leave. Also, no funeral



leave will be paid to an employee while on leave of absence, worker's compensation leave, layoff or disciplinary suspension.

G. Jury Duty Leave:

Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (10) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for seven (7) or eight (8) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

1. Be a full-time employee who has completed the probationary period;
2. Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
3. Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
4. Return to work promptly after being excused from jury duty service.

H. Military Training or Emergency Duty Leave:

Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. For each day that a full-time employee is on such leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for seven (7) hours and the amount the employee received for such training for up to a maximum of ten (10) days per year. The provisions of this Article do not apply to an employee's initial period of active duty for training.

I. Return to Work After Leave of Absence:

Employees returning from Employer approved leaves of absence will be reinstated to their former job classification. The provisions of the foregoing notwithstanding, the Employer reserves the right not to reinstate to their former job classification any employee who no longer has the necessary qualifications, skill and ability to perform the work in an effective and efficient manner.

J. Union Leave:

The Employer shall grant up to a total of five (5) days of unpaid leave each calendar year to allow employees selected by the Union or any labor organization with which the Union is affiliated to attend meetings or perform duties related to the Union's operation. An employee requiring such a leave shall advise the Employer at least five (5) days in advance, but the Employer reserves the right to deny leave in instances when the employee's presence is required to perform essential work.

In the event that an employee is selected to become an employee of the Union or any labor organization with which the Union is affiliated, the employee shall be granted an unpaid leave of absence. This unpaid leave of absence shall extend for the duration of the employee's employment with the Union or any labor organization with which the Union is affiliated, but after forty-five (45) days the employee's seniority shall be frozen and the employee's right to return to the bargaining unit shall be limited to an open position in a classification that the employee presently has the skill, ability and experience to perform in an effective and efficient manner. No more than one (1) employee may be on such an extended leave at any one time.

**ARTICLE XII  
HOLIDAYS**

*Ambulance Employees: See also Addendum A pg 36*

A. Recognized Holidays:

The following days are recognized as holidays for purposes of this Agreement:

Paid Holidays for Oscoda County Clerical employees shall be recognized as set forth and designated for the State Courts by the Michigan Supreme Court and adopted by the County Board of Commissioners. ½ day on Good Friday shall also be included. For purposes of this agreement, the Ambulance secretary is classified as clerical.

In the event that the Michigan Supreme Court changes the state court holidays, this section shall automatically be modified to incorporate such changes.

B. Holiday Celebration:

As set forth by the State Courts and adopted by the Board of Commissioners.

C. Holiday Pay:

1. When a full-time employee is not scheduled to work a holiday, and the holiday falls within their normal work schedule, the following schedule shall be used for payment at the appropriate straight time rate:

7 hours	7 hours pay
8 hours	8 hours pay

2. Any Union employee required to work on the **actual day of the Holiday** shall receive holiday pay in addition to their straight time regular rate of pay for all work performed on the holiday.

3. Union Full Time employees who are not scheduled to work on the day of the Recognized Holiday will receive Holiday pay at their regular shift hourly rate. A Union Full Time employee, who is scheduled to work the **actual day of the Holiday**, will be paid for the actual hours worked on the holiday – they will receive holiday pay in addition to their regular straight time, **in-lieu of** the Recognized Holiday.

D. Holiday Eligibility:

In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

1. The employee must work their scheduled hours on the employee's last regularly scheduled workday before the recognized holiday and on the employee's first regularly scheduled workday after the recognized holiday, unless otherwise excused by the Employer. For purposes of this subsection, employees will be excused if they are on an authorized paid leave of absence or on vacation.
2. The employee must be a full-time employee on the active payroll as of the date of the recognized holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

E. Holiday During Vacation:

Should a holiday fall during an otherwise eligible employee's vacation period, the employee will receive holiday pay for that holiday and will not have the day of the holiday deducted from accrued vacation leave.

ARTICLE XIII

VACATION

*Ambulance Employees: See also Addendum A pg 36*

A. Vacation Entitlement:

Eligible full-time employees earn vacation leave with pay in accordance with the following schedule:

Vacation leave shall be computed as follows:

<u>Years of Continuous Service</u>	<u>35 Hr. Emp.</u>	<u>40 Hr. Emp.</u>	<u>BLDG. Emp.</u>
At least 1 but less than 2 years	35	40	37.5
At least 2 but less than 3 years	70	80	75
At least 3 but less than 7 years	84	96	90
At least 7 but less than 12 years	105	120	112.5
At least 12 but less than 15 years	126	144	135
At least 15 years	168	192	180

Vacation leave accrues and is credited to eligible employees on their anniversary date based upon their years of continuous service as of their anniversary date. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the Employer, and shall only be broken by a loss of seniority.

B. Vacation Eligibility:

In order to be eligible for crediting vacation leave on their anniversary date, a full-time office and clerical employee must have worked a total of at least 1,500 hours and all other full-time employees must have worked a total of at least 1,850 hours during the immediately preceding twelve month period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to either 1,500 or 1,850, rounded to the nearest half day. For purposes of this Article, hours worked shall include paid sick leave, paid bereavement leave, vacation and all hours actually worked.

C. Vacation Scheduling:

Employees may request time off for vacations after vacation leave has been credited to their use on their anniversary date in each year. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. The Employer will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Employer. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and employees who do not submit vacation requests may be assigned a vacation period by the Employer. In the event that an employee is unable to utilize accrued vacation because scheduled time off is canceled by the Employer or otherwise, vacation time may be carried over to the next year, provided, however that at no time may any employee have more than sixty (60) days of vacation credited to their use at any one time. Employees shall not be paid for vacation time that is lost pursuant to the carry over restrictions of this Article.

D. Vacation Pay:

Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave. Upon request at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given vacation pay covering the amount of vacation to be taken. This advance payment shall be made on the last day preceding the commencement of the vacation period.

E. Benefits on Termination:

Employees whose employment relationship with Employer ends may receive pay for accrued and credited but unused vacation leave in any of the following circumstances:

1. If an employee retires in accordance with the retirement plan currently in effect.
2. If an employee resigns from employment and a minimum of two (2) weeks advance notice is given to the Employer.
3. If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of the layoff.
4. In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

ARTICLE XIV  
INSURANCE

A. Hospitalization Insurance:

The Employer will make available a group insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance program. The insurance program provides the following coverage through Blue Cross/Blue Shield:

January 1, 2011 to June 30, 2011 – PPO15 – reimbursed back to:300/600 deductible.  
10/60 Prescription Plan reimbursed back to 20 – ( 90 day 2x copay, reimb to 40).

July 1, 2011: Offer of two (2) insurance plans:

1) PPO 15 with a 10/20/40 BCBS RX    2) Blue Care Network (BCN5) with a 10/20/40 BCN RX

**\*\*Effective July 1, 2011 COUNTY WILL ELIMINATE THE PRACTICE OF (HRA) HEALTH & RX REIMBURSEMENTS.**

**\*\* Effective July 1, 2011 Employee's will be responsible for all deductibles & co-insurances for either the PPO 15 or BCN5 Health & RX Policy.**

**\*\*Effective July 1, 2011 the 2011 Employee Premium Contribution will be waived for employee's who take the PPO 15.**

**\*\*Effective July 1, 2011 the 2011 Employee Premium Contribution through payroll deduction for employees who take BCN5:**

Single -\$15.00 per month/180.00 yr  
Double -\$30.00 per month/360.00 yr  
Family – \$40.00 per month/480.00 yr

Dental Coverage - Delta - yes

Vision Coverage - VSP 12/24/24 - yes

**\*\*Effective January 1, 2012 The 2012 Employee Premium Contribution will be waived for employee's who take the PPO 15.**

**\*\*Effective January 1, 2012 The 2012 Employee Premium Contribution through payroll deduction for employees who take BCN5:**

Single -\$25.00 per month/300.00 yr  
Double -\$50.00 per month/600.00 yr  
Family – \$60.00 per month/720.00 yr

The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent.

Effective January 1, 1990 the Employer agrees to provide basic Dental coverage at no cost to the employee.

Effective January 1, 1990 the Employer agrees to provide Orthodontic coverage at no cost to the employee.

The Employer agrees to provide Optical Coverage at no cost to the employee.

For employees who retire with 15 years of service the Employer agrees to pay \$125.00 per month towards Health/Dental Insurance until employee becomes eligible for Medicare coverage.

For employees who retire with 20 years of service the Employer agrees to pay \$150.00 per month towards Health/Dental Insurance until employee becomes eligible for Medicare coverage.

For employees who retire with 25 years of service the Employer agrees to pay \$200.00 per month towards Health/Dental Insurance until employee becomes eligible for Medicare coverage.

B. Liability Insurance:

All employees shall be provided with liability insurance coverage for work related claims. The specific terms and conditions governing the liability insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers, currently Michigan Municipal Risk Management Authority. During the term of this agreement, the Employer agrees to pay the total premiums required for eligible employees.

C. Disability Insurance:

Full time employee shall be provided with Short-term and Long-term disability Insurance at no cost to the employee: Short term beginning after seven (7) calendar days of disability and Long term after 13 weeks of Short term coverage.

Paid Time Off, (PTO)/Sick days accrued as of date of contract, will be locked in and can be used as a sick day or can be used toward the waiting period required to receive Disability Benefits or to supplement Disability Benefit Pay from .667 up to 100% of wages, until sick days are exhausted.

D. Life Insurance For Full Time Employees

Full time employees shall be eligible for Term Life Insurance policy coverage in the amount of \$10,000. (ten thousand dollars). The specific terms and conditions governing term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. To become effective as of July 1, 2011

E. Insurance Carrier: The Employer reserves the right to select or change the insurance carrier or carriers, or to become a self-insurer, either wholly or partially, and to select the administrator of such self-insurance programs; provided, however that the benefits provided shall remain substantially equivalent. Prior to changing carriers a special conference will be called to discuss the changes.

F. Obligation to Continue Payments: In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, resigns, is laid off, commences an unpaid leave of absence or is placed on a disciplinary suspension, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, resignation, layoff, unpaid leave of absence, or a disciplinary suspension commences. Employee on Employer approved leaves of absence or on a disciplinary suspension may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of the insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1<sup>st</sup>) day of the premium month following the date of the employee's return to work.

**ARTICLE XV  
WAGES AND PREMIUM PAY**

A. Wages:

During the term of this Agreement, wages shall be as set forth in Appendix A attached hereto and made a part hereof. The straight time regular rate of pay for employees shall be the hourly rate set forth in Appendix A. Employees shall begin at the "start" rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. The Employer reserves the right to place employees in advanced steps in the wage classification.



B. New Classifications:

If the Employer establishes a new classification covered by this Agreement, the Union shall be provided prior to the implementation of the classification, a brief description of the job to be performed and the proposed wage rate. The Employer agrees to negotiate with the Union upon request over the wage rate for the new classification.

C. Overtime Pay:

Employees shall be paid their regular straight time rate for all hours worked in excess of thirty-five (35) but less than forty (40) in any workweek, and one and one-half (1 ½) times their regular straight time rate for all hours in excess of forty (40) in any workweek. For purposes of this section, hours worked shall include paid PTO leave.

D. Residency:

MCLA 15.602 states that an employer cannot require, by collective bargaining agreement or otherwise that a person reside within a specified geographic area or within a specified distance or travel time for his or her place of employment as a condition of employment or promotion by the public employer.

**ARTICLE XVI  
RETIREMENT**

A. Retirement Plan:

During the term of this Agreement, the present program of retirement benefits provided for the Plan B-3 of the Michigan Municipal Retirement System shall be continued under the same terms and conditions that existed prior to the execution of this Agreement, with the addition of F55/15, FAC-3, and contribution 1%.

**ARTICLE XVII  
MISCELLANEOUS**

*Ambulance Employees: See also Addendum A pg 36*

A. Captions:

The captions used in each Article of this Agreement are for the purpose of identification and are not a substantive part of this Agreement.

B. Address and Telephone Changes:

It is the responsibility of the employee to keep the Employer advised of their current name, address and telephone number. Employees shall notify the Employer, in writing, of any change in their name, address, and telephone number within three (3) calendar days after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number as reflected in the Employer's files for all purposes involving the employee's employment.

C. Reemployment Following Active Military Service:

Employees who leave the employment of the Employer to enter active military service in any branch of the Armed Forces of the United States or the National Guard shall be entitled to reemployment rights in accordance with the Federal and State statutes governing such reemployment rights in effect at the time the individual seeks reemployment with the Employer. Notice of intent to enter into such active service and the scheduled date of departure shall be given to the Employer in writing as soon as the employee is notified of acceptance and departure dates. Individuals reemployed in accordance with such Federal and State statutes shall be entitled to the benefits set forth in this Agreement, provided they satisfy the eligibility requirements established under this Agreement.

D. Bulletin Board:

The Employer shall provide the Union with adequate space on a bulletin board where the Union may post non-political notices of interest to bargaining unit members. Notices of meetings, Union elections and results thereof, recreational and social functions and health and safety literature are examples of approved uses of the bulletin board, but notices prejudicial to any elected or administrative officer of the Employer are examples of non-approved uses of the bulletin board. All notices must be approved by the Employer before being posted, which approval will not be unreasonably withheld.

E. Severability:

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

F. Mileage:

In instances where an employee is required by the Employer to use the employee's private vehicle on approved duty assignments, the Employer shall reimburse the employee for mileage at the current mileage rate allowed by the County.

G. Reimbursement For Meals

On travel of more than 75 miles one way

---breakfast \$6 / lunch \$10/ dinner \$15, not to exceed \$31 per day.

Actual receipts must be turned in for reimbursement.

Per County Personnel Policy to be incorporated into USW contract for all union employees.

H. Pay Periods:

Employees shall be paid bi-weekly on Fridays, after 9:00 a.m.; provided, however, that the Employer reserves the right to alter the pay period in order to accommodate the accounting practices of the Employer. Notice shall be given to the Union one week in advance if the accounting practice is going to be altered.

I. Intent and Waiver:

It is the intent of the parties hereto that the provisions of this Agreement, which contains all of the economic and non-economic conditions of employment, supersedes all prior agreements or understandings, oral or written, expressed or implied, between such parties and shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in the grievance procedure hereunder or otherwise.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to in this Agreement even though said subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Specifically the Union agrees it has waived its right to notice, to demand bargaining, or to bargain over any matter reserved to the Employer pursuant to the Management Rights provisions of

Article IV. A. , during the term of this Agreement. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing signed by all parties.

J. Term of Agreement:

This Agreement shall become effective on the date ratified and shall remain in full force and effect from January 1, 2011, to and including December 31, 2012 and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60<sup>th</sup>) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change or any combination thereof shall have the effect of terminating the entire Agreement on the expiration date in the same manner as notice of desire to terminate. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations.

The written notice referred to in this Article shall be given by certified mail and if given by the Employer, shall be addressed to the United Steelworkers, AFL-CIO-CLC, 503 N. Euclid Ave. – Suite #10, Bay City, MI 48706, and if given by the Union, shall be addressed to the Chairman of the Oscoda County Board of Commissioners at County Courthouse, Mio, Michigan, 48647, or at such other addresses as the parties may designate in writing.

## ADDENDUM A

### OSCODA COUNTY AMBULANCE

#### ARTICLE I RECOGNITION

It is hereby agreed by and between the County of Oscoda (“the Employer”) and the United Steelworkers of America, AFL-CIO-CLC, Local 14540 (“the Union”) as follows:

- D. Effective upon ratification of the 2001-2003 collective bargaining agreement by all parties, all full-time Emergency Medical Technicians shall be accreted to the bargaining unit.

All contractual wages and benefits become effective upon ratification by all parties.

- E. Notwithstanding any provision of the parties' collective bargaining agreement, all seniority dates and dates of hire for each currently employed, full-time Emergency Medical Technician is established as 1/1/01. "Continuous Service" shall be measured from 1/1/01.
- F. The Ambulance Department shall maintain the following positions for emergency workers:
- a. 4 full-time (scheduled thirty or more hours per week on a regular basis)
  - b. 8 regular part-time (scheduled 24/36 hours per week not to exceed 60 hours per present Oscoda County pay period)
  - c. Irregular part-time (scheduled less than 15 hours per week) Irregular part-time employees, working 15 or more hours per week for more than thirty days without prior agreement with Union will be considered regular part-time.

Any hours worked over 40 per week will be paid overtime per state law.

d. Employee/Volunteer

An employee responding to a call in the capacity of a volunteer is classified as a volunteer.

G. Waiver for Working Couples

Married couples working for the Ambulance Department will be required to sign a waiver provided by the Ambulance Director, relieving Oscoda County of liability in the event of an unforeseen event causing harm to a whole family.

## ARTICLE VII SENIORITY

A. Definition of Seniority:

County seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work with the Employer.

Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this Agreement.

County seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in alphabetical order of

surnames; provided, however, that any employee who changes surnames between commencement of work and acquisition of seniority shall be placed on the seniority list according to their surname at the time of commencement of work. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Seniority begins after the probationary period is completed, retroactive to the date the employee is covered by the terms of the Agreement. Note: Prior to the completion of the probationary period, an employee is classified as an irregular employee, which includes temporary, casual, and seasonal ( in the case of the Ambulance Department, contingency), which means that, although a person receives a check from Oscoda County, they are not a regular scheduled employee, therefore do not accumulate seniority.

For Ambulance employees, at the point a person is put on a regular schedule, with a minimum of 15 hours, but less than 30 hours per week, with a job classified by Oscoda County as permanent, their classification changes to regular part-time employee, after completion of the probationary period, retroactive to the date the employee is covered by the terms of the contract, and consequently begin accumulating seniority.

- D. 10. Ambulance Personnel will be required to maintain any license that enables them to be employed, if the department personnel has their license suspended, revoked or not renewed, they will be automatically relived of their job. The employer must be notified immediately of said suspension or revocation.

## ARTICLE VIII HOURS OF WORK

A. Ambulance Workweek:

1. The workweek for ambulance employees shall begin at 12:00 a.m. on Sunday and end at 11:59 p.m. the following Saturday. The employer reserves the right to change the workweek whenever it determines that operating changes warrant such a change.
2. When additional hours, overtime and holidays become available for bargaining unit work, union personnel shall be offered the additional hours before non-union (contingency) personnel, as long as the additional hours do not exceed monthly hours needed for MERS 130 hours per month)

B. Hours of Work:

1. The work hours for all employees shall be determined by each Department Head. Notwithstanding the foregoing, full-time Emergency Medical Technicians (EMT) may be scheduled to work a combination of eight (8) and twelve (12) hour shifts to meet the requirements for full-time status as defined in this agreement.
2. Notwithstanding the foregoing, regular part-time Emergency Medical Technicians (EMT) may be scheduled to work a combination of eight (8) and twelve (12) hour shifts to meet requirements for regular part-time status as defined in this agreement.
3. Selection of monthly work schedules at the Ambulance Department will be determined by union seniority with union members getting first pick on hours. Contingency personnel will fill in the schedule after union members have chosen and have no "bumping" rights on the work schedule.

C. Overtime:

1. All employees shall be expected to work reasonable overtime upon request by the Employer. Overtime must be authorized in advance by the employee's Department Head.

**ARTICLE XI  
LEAVES OF ABSENCE**

B. Paid Personal Time Off (PTO) Leave:

Full-time employees shall earn and be granted PTO leave of absence with pay under the following conditions and qualifications:

1. Sick days from prior contracts, accrued, as of Date of contract, will be locked in and can be used as a sick day or used toward the waiting period required to receive Disability Benefits or can be used to supplement disability pay from .667 up to 100% of wages, until sick days are exhausted.
2. Annual PTO (Personal Time Off), will be awarded as follows: **12** (twelve), days per year, given on January 1 of each year.
3. PTO is to be recognized as one per month given on January 1 of each year. New Hires will be prorated. Employee's that leave employment before the end of the year will be required to reimburse for PTO days used that exceed the recognized PTO one per month.
4. An employee shall notify the Employer of the need to utilize PTO as far in advance as possible. A voice mail is considered adequate notification of the supervisor's primary contact phone (i.e. cell phone). A text message is

- not considered adequate notification.
5. Unused PTO will not accumulate.
  6. Unused PTO will be paid to the employee at the end of each year at the rate of  $\frac{1}{2}$  (one-half), of the regular rate of pay, for the time remaining on record.
  7. Employees must take PTO or vacation time in one (1) hour increments at a minimum.

F. Funeral Leave:

An employee shall be granted up to three (3) consecutive days leave immediately following the date of death of a member of the employee's immediate family to allow the employee to attend the funeral. "Immediate family" shall mean the employee's current spouse, children, step children, mother, father, mother-in-law, father-in-law, sister-in-law, brother-in-law, sister, brother, grandparents, and grandchildren. Employees who lose work from their regularly scheduled hours shall receive pay at their straight time regular rate of pay for up to eight (8) hours per day, provided, however, that full-time EMT's regularly working twelve (12) hour shifts shall receive pay at their straight time regular rate of pay for up to twelve (12) hours per day. In the event that the funeral of a member of the employee's immediate family shall take place outside of the State of Michigan, an additional period of two (2) consecutive days leave shall be granted, but the employee will not receive funeral leave pay during this period of additional leave. Also, no funeral leave will be paid to an employee while on leave of absence, worker's compensation leave, layoff or disciplinary suspension.

G. Jury Duty Leave:

Employees summoned by a court to serve as jurors shall be given a jury leave of absence for the period of their jury duty. For each day, up to a maximum of ten (10) days per year, that an eligible employee serves as juror when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for seven (7) or eight (8) hours and the amount the employee received from the court, provided, however, that a full-time EMT regularly working eight (8) or twelve (12) hour shifts shall receive the difference between the employee's straight time regular rate of pay for eight (8) or twelve (12) hours and the amount the employee received from the court. In order to be eligible to receive jury duty pay from the Employer, an employee must:

1. Be a full-time employee who has completed the probationary period;



2. Give the Employer reasonable advanced notice of the time that the employee is required to report for jury duty;
3. Give satisfactory evidence that the employee served as a juror at the summons of the court on the day that the employee claims to be entitled to jury duty pay;
4. Return to work promptly after being excused from jury duty service.

H. Military Training or Emergency Duty Leave:

Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. For each day that a full-time employee is on such leave when the employee otherwise would have worked, the employee shall receive the difference between the employee's straight time regular rate of pay for seven (7) or eight (8) hours and the amount the employee received for such training for up to a maximum of ten (10) days per year, provided, however, that a full-time EMT regularly working eight (8) or twelve (12) hour shifts shall receive the difference between the employee's straight time regular rate of pay for eight (8) or twelve (12) hours and the amount the employee received for such training for up to a maximum of ten (10) days per year. The provisions of this Article do not apply to an employee's initial period of active duty for training.

K. Return to Work from Sick Leave

An employee returning from sick leave, where a physician's certificate was required, shall present to the Ambulance Director, the physician's certificate clearing them to return to work. In the event that the Director is not in the office, the certificate may be given to the clerk in the Ambulance Department. The employee may return to work his/her regular scheduled shift 72 hours after the Director has received the physician's certificate.

While on sick leave, an employee may not respond to a call until placed on duty by the Ambulance Director.

## ARTICLE XII HOLIDAYS

A. Recognized Holidays:

The following days are recognized as holidays for purposes of this Agreement:

Ambulance Dept will recognize the actual CALENDAR day of the holiday.(note: The actual day, not the "observed day".

- New Years Day - January 1
- Martin Luther King Day - 3<sup>rd</sup> Monday of January
- President's Day - 3<sup>rd</sup> Monday February
- Good Friday – ½ day, (maximum of 6 hours)
- Easter Sunday
- Memorial Day - Last Monday May
- Independence Day - July 4
- Labor Day - 1<sup>st</sup> Monday September
- Veterans Day - November 11
- Thanksgiving Day - Last Thursday November
- Day after Thanksgiving
- Christmas Eve - December 24
- Christmas Day - December 25
- New Years Eve - December 31

All Ambulance employees scheduled to work on the actual day of the holiday will be paid for the actual hours worked on the holiday, they will receive holiday pay in addition to their regular rate of pay.

Union Full time employees, who are not scheduled to work on the actual day of the holiday, will receive 8 OR 12 hours of holiday pay at their regular shift hourly rate.

B. Holiday Celebration:

As set forth by the State Courts and adopted by the Board of Commissioners.

C. Holiday Pay:

1. When a full-time employee is not scheduled to work a holiday, and the holiday falls within their normal work schedule, the following schedule shall be used for payment at the appropriate straight time rate:

8 hours	8 hours pay
12 hours	12 hours pay

2. Any Union employee required to work on the **actual day of the Holiday** shall receive holiday pay in addition to their straight time regular rate of pay for all work performed on the holiday.
3. Union Full Time employees who are not scheduled to work on the day of

the Recognized Holiday will receive Holiday pay at their regular shift hourly rate. A Union Full Time employee, who is scheduled to work the **actual day of the Holiday**, will be paid for the actual hours worked on the holiday – they will receive holiday pay in addition to their regular straight time, **in-lieu of** the Recognized Holiday.

4. All Ambulance (only) employees scheduled to work **Easter Sunday** will be paid for the actual hours worked on Easter Sunday, they will be receive holiday pay in addition to their regular straight time.
5. Ambulance Union full-time employees who are not scheduled to work on the actual day of the holiday will receive holiday pay for the hours of their normal assigned shift at their regular shift hourly rate.

D. Holiday Eligibility:

In order to be eligible for holiday pay an employee must satisfy all of the following conditions and qualifications:

1. The employee must work their scheduled hours on the employee's last regularly scheduled workday before the recognized holiday and on the employee's first regularly scheduled workday after the recognized holiday, unless otherwise excused by the Employer. For purposes of this subsection, employees will be excused if they are on an authorized paid leave of absence or on vacation.
2. The employee must be a full-time employee on the active payroll as of the date of the recognized holiday. For purposes of this subsection a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday.

E. Holiday During Vacation:

Should a holiday fall during an otherwise eligible employee's vacation period, the employee will receive holiday pay for that holiday and will not have the day of the holiday deducted from accrued vacation leave.

**ARTICLE XIII  
VACATION**

A. Vacation Entitlement:

Eligible full-time employees earn vacation leave with pay in accordance with the following schedule:

Vacation leave shall be computed as follows:

<b>Years of Continuous Service</b>	<b>36 Hr. Employee</b>	<b>40 Hr. Employee</b>
<b>At least 1 but less than 2 years</b>	36	40
<b>At least 2 but less than 3 years</b>	72	80
<b>At least 3 but less than 7 years</b>	86	96
<b>At least 7 but less than 12 years</b>	108	120
<b>At least 12 but less than 15 years</b>	130	144
<b>At least 15 years</b>	173	192

Vacation leave accrues and is credited to eligible employees on their anniversary date based upon their years of continuous service as of their anniversary date. An employee's length of continuous service shall be computed from the most recent date upon which the employee commenced work for the employer, and shall only be broken by a loss of seniority.

**B. Vacation Eligibility:**

In order to be eligible for crediting vacation leave on their anniversary date, a full-time office and clerical employee must have worked a total of at least 1,500 hours and all other full-time employees must have worked a total of at least 1,850 hours during the immediately preceding twelve month period. Full-time employees who fail to work the required number of hours shall be entitled to prorated vacation leave based upon the ratio of the hours actually worked to either 1,500 or 1,850, rounded to the nearest half day. For purposes of this Article, hours worked shall include paid time off (PTO)/ paid sick leave, paid bereavement leave, vacation and all hours actually worked.

C. Vacation Scheduling:

Employees may request time off for vacations after vacation leave has been credited to their use on their anniversary date in each year. Vacation requests must be in writing and normally should be submitted by the employee at least thirty (30) days in advance of the period requested. The Employer will endeavor to approve all vacation requests, but reserves the right to refuse to allow an employee to take vacation leave at the time requested if such vacation would interfere with the efficient operation of the Employer. Employees are required to take their vacation leave during the twelve (12) months following its accrual and crediting, and employees who do not submit vacation requests may be assigned a vacation period by the Employer. In the event that an employee is unable to utilize accrued vacation because scheduled time off is canceled by the Employer or otherwise, vacation time may be carried over to the next year, provided, however that at no time may any employee have more than sixty (60) days of vacation credited to their use at any one time. Employees shall not be paid for vacation time that is lost pursuant to the carry over restrictions of this Article.

D. Vacation Pay:

Vacation pay shall be at the employee's regular straight time rate, exclusive of all premiums, in effect at the time the employee takes vacation leave. Upon request at least two (2) weeks in advance of the starting date of an employee's vacation, an employee shall be given vacation pay covering the amount of vacation to be taken. This advance payment shall be made on the last day preceding the commencement of the vacation period.

E. Benefits on Termination:

Employees whose employment relationship with Employer ends may receive pay for accrued and credited but unused vacation leave in any of the following circumstances:

1. If an employee retires in accordance with the retirement plan currently in effect.
2. If an employee resigns from employment and a minimum of two (2) weeks advance notice is given to the Employer.
3. If an employee is laid off and requests payment of vacation pay; provided, however, that such vacation pay shall be designated to the period of the layoff.
4. In the event of the death of an employee, vacation pay shall be paid to the employee's estate.

**ARTICLE XVII  
MISCELLANEOUS**

**K. Uniforms**

The Ambulance Department will provide to each employee the follows:

1. Picture ID
2. *Greater* than 12 hour to 24 hour employees: 2 pants, 2 short-sleeved shirts, 2 long-sleeved shirts initially and then as needed. 24 hour employees: 2 pair pants and 2 shirts replaced as needed.
3. *Greater* than 24 hour to 36 (and 40) hour employees: 3 pants, 3 short-sleeved shirts, 3 long-sleeved shirts initially and then replaced as needed.
4. Any uniform or part of uniform damaged beyond repair, as the result of employment shall be replaced, as soon as possible, upon presentation of that uniform or part of uniform.
5. 1 winter/summer waterproof jacket initially and then replaced as needed.

All uniforms and equipment shall be returned to the employer upon termination of employment.

Employees shall be in uniform at the start of their shift.

**ARTICLE XVIII  
TRAINING**

**A. Show Up Pay:**

Employees training and education that is deemed required/mandatory by the Employer and is above and beyond State of Michigan mandates for licensure, as well as all volunteer responses, shall be paid at a minimum "show up" rate of 2 hours pay at the employee's regular hourly rate for attendees who are part of the USW bargaining unit.

**B. Continuing Education Reimbursement**

After completion of 3 years of union employment status, union emergency personnel will be eligible to be reimbursed for non-mandatory education, up to \$200.00 for full-time and up to \$100.00 for part-time, within each 3 year period, for education toward their Continued Education for licensure. The Ambulance Director shall keep a record of reimbursements.

C. Instructor/Coordinator:

If an employee acts as an instructor at the request of the EMS Director, in lieu of hiring a non-employee instructor, he or she shall be paid at a rate agreed to by the EMS Director and the employee for that instruction.

D. Field Training Officer:

Ambulance personnel who are authorized by the EMS Director to act as Field Training Officers shall be compensated an additional \$0.50 (fifty cents) per hour above their regular rate of pay, during the time they are training if directed and authority by the EMS Director for a specific time.

The employer is not required to use an employee from the bargaining unit for any of the above purposes noted in C and D.

**ARTICLE XIX  
DUAL EMPLOYEMENT CLAUSE**

A. Specifically in regards to the Ambulance Secretary (primary position), who is licensed as an EMT Basic (secondary position).

1. It is understood that the secretarial position is primary at 35 hours per week, the EMT position is to only be utilized in an emergency circumstance and not as scheduled hours.
2. Hours utilized as EMT will be paid at the current EMT rate per years of service as an EMT. Although the person may have 5 seniority years in the secretarial position, they may only have 1 year as an EMT for Oscoda County. The rate of pay for the EMT hours would be at the 1 year rate for EMT, not the 5 year rate.
  - a. In the event that the primary position is interrupted during the regular work week, the employee has the right to make up the lost hours, up to the regular 35 hours.
  - b. Any combination of 40 hours would result in overtime of 1½ the EMT rate of pay.

**APPENDIX A**

The following tables indicate the wage scale for the United Steelworkers Union Local 14540-01. This new Appendix shows increases/changes effective (retroactive to) January 1, 2011 & 2012

**General Union Wage Scale:**

Step increases effective on employee's anniversary date

**EFFECTIVE 01/01/2011**

JOB CLASSIFICATION	HIRE	1-YEAR	3-YEAR	5-YEAR
Maintenance Custodian II – 40 hrs	\$10.43	\$10.70	\$11.24	\$11.77
Maintenance Custodian III- 40 hrs	\$11.58	\$11.84	\$12.40	\$12.93
MSU Extension – Part-Time Secretary III	\$11.60	\$11.86	\$12.42	\$12.95
Building Department –Part-Time Secretary II <b>INACTIVE</b>	\$10.45	\$10.72	\$11.26	\$11.79
Equalization Department- 35 hrs Secretary / Appraiser II	\$10.45	\$10.72	\$11.26	\$11.79
Equalization Department -35 hrs Appraiser III	\$11.60	\$11.86	\$12.42	\$12.95
Clerk Deputy II – 35 hrs	\$10.45	\$10.72	\$11.26	\$11.79
Clerk Chief Deputy III -35 hrs <b>INACTIVE</b>	\$11.60	\$11.86	\$12.42	\$12.95
Register of Deeds Chief Deputy III -35 hrs	\$11.60	\$11.86	\$12.42	\$12.95
Register of Deeds Deputy II -35 hrs	\$10.45	\$10.72	\$11.26	\$11.79
Treasurer Chief Deputy III -35 hrs	\$11.60	\$11.86	\$12.42	\$12.95

The Board offered a \$700.00 Stipend for 2011. After deliberation it has been agreed that the offered stipend will be added to the base wages-spread out over the two year contract as follows:  
 70 hour employees: .19 cents per hour for 2011/ .19 cents per hour for 2012  
 72 hour employees: .19 cents per hour for 2011/ .18 cents per hour for 2012  
 80 hour employees: .17 cents per hour for 2011/ .17 cents per hour for 2012



**EFFECTIVE 01/01/2012**

JOB CLASSIFICATION	HIRE	1-YEAR	3-YEAR	5-YEAR
Maintenance Custodian II – 40 hrs	\$10.60	\$10.87	\$11.41	\$11.94
Maintenance Custodian III- 40 hrs	\$11.75	\$12.01	\$12.57	\$13.10
MSU Extension – Part-Time Secretary III	\$11.79	\$12.05	\$12.61	\$13.14
Building Department –Part-Time Secretary II <b>INACTIVE</b>	\$10.62	\$10.91	\$11.45	\$11.98
Equalization Department- 35 hrs Secretary / Appraiser II	\$10.62	\$10.91	\$11.45	\$11.98
Equalization Department -35 hrs Appraiser III	\$11.79	\$12.05	\$12.61	\$13.14
Clerk Deputy II – 35 hrs	\$10.62	\$10.91	\$11.45	\$11.98
Clerk Chief Deputy III -35 hrs <b>INACTIVE</b>	\$11.79	\$12.05	\$12.61	\$13.14
Register of Deeds Chief Deputy III -35 hrs	\$11.79	\$12.05	\$12.61	\$13.14
Register of Deeds Deputy II -35 hrs	\$10.62	\$10.91	\$11.45	\$11.98
Treasurer Chief Deputy III -35 hrs	\$11.79	\$12.05	\$12.61	\$13.14

The Board offered a \$700.00 Stipend for 2011. After deliberation it has been agreed that the offered stipend will be added to the base wages-spread out over the two year contract as follows:

70 hour employees: .19 cents per hour for 2011/ .19 cents per hour for 2012

72 hour employees: .19 cents per hour for 2011/ .18 cents per hour for 2012

80 hour employees: .17 cents per hour for 2011/ .17 cents per hour for 2012

**EFFECTIVE 01/01/2011**

\*\*\*New EMT Specialist .25 above the EMT Wage- Effective upon ratification of contract.

\*\*\*For the purposes of this agreement, the Ambulance Secretary is classified as clerical.

JOB CLASSIFICATION	START	1-YEAR	3-YEAR	5-YEAR
Ambulance Secretary Clerk III-35hrs	11.60	11.86	12.42	12.95
MFR INACTIVE	\$9.83	\$10.11	\$10.66	\$11.20
EMT BASIC	\$10.56	\$10.93	\$11.49	\$12.03
EMT SPECIALIST- Effective upon ratification	\$10.81	\$11.18	\$11.74	\$12.28
EMT PARAMEDIC	\$13.69	\$14.06	\$14.62	\$15.16

*On-call" wage scale for the ambulance employees is set at a flat rate of \$4.00 per hour*

\*\*On call employees will follow the Oscoda County Ambulance Policy manual for qualifications to receive "on-call" pay at \$4.00 per hour.

**EFFECTIVE 01/01/2012**

JOB CLASSIFICATION	START	1-YEAR	3-YEAR	5-YEAR
Ambulance Secretary Clerk III-35 hrs	11.79	12.05	12.61	13.14
MFR INACTIVE	\$10.01	\$10.29	\$10.84	\$11.38
EMT BASIC	\$10.74	\$11.11	\$11.67	\$12.21
EMT SPECIALIST- Effective upon ratification	\$10.99	\$11.36	\$11.92	\$12.46
EMT PARAMEDIC	\$13.87	\$14.24	\$14.80	\$15.34

*On-call" wage scale for the ambulance employees is set at a flat rate of \$4.00 per hour*

\*\*On call employees will follow the Oscoda County Ambulance Policy manual for qualifications to receive "on-call" pay at \$4.00 per hour.

The Board offered a \$700.00 Stipend for 2011. After deliberation it has been agreed that the offered stipend will be added to the base wages-spread out over the two year contract as follows:  
 70 hour employees: .19 cents per hour for 2011/ .19 cents per hour for 2012  
 72 hour employees: .19 cents per hour for 2011/ .18 cents per hour for 2012  
 80 hour employees: .17 cents per hour for 2011/ .17 cents per hour for 2012

The Department Head and the Board of Commissioners shall have sole authority to determine whether an employee advances to a higher classification within the above schedule, and to determine at what year level the employee will be advanced. An employee shall continue to make at least the same wage as a result of advancement to the higher classification as he/she made before. Under no circumstances shall the employee be placed at a year level beyond that which the employee has actually been employed by Oscoda County. The step increases shall be effective with employee's anniversary dates, beginning 1-1-94, and shall reflect the number of years in that classification. Employees are to remain in the Group classification to which their job title is assigned, as indicated in Appendix B.

### APPENDIX B

- LEVEL I      Basic High School Education, some specialized training or certification, basic clerical skills, dependent worker.
- LEVEL II     Advanced Training or certification, strong secretarial skills, ordering supplies or materials, taking minutes of meetings, keeping office records, dealing with the public, an independent worker.
- LEVEL III    Includes all of the above skills, office manager, strong computer skills, planning, duties of supervisor, scheduling, and making appointments.

The following positions currently exist in the Oscoda County offices and departments:

Maintenance- Custodian III

Maintenance Custodian II

Building Department- Part-Time Secretary II- **INACTIVE**

MSU Extension – Secretary III

Equalization- Senior Appraiser III

Equalization- Appraiser II

Clerk- Chief Deputy III – **INACTIVE**

Clerk Deputy II

Register of Deeds Chief Deputy III

Register of Deeds Deputy II

Treasurer-Chief Deputy III

Ambulance Secretary- Clerk III

EMTP – Full-Time (No Less than 2 Positions)

EMTP – Part-Time (No Less than 4 Positions)

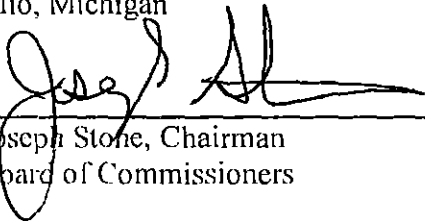
EMTS and/or EMTB – Full-Time (No less than 2 Positions)

EMTS and/or EMTB – Part-Time (No less than 4 Positions)


**MFR –INACTIVE**

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Mio, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

OSCODA COUNTY  
Mio, Michigan

  
\_\_\_\_\_  
Joseph Stone, Chairman  
Board of Commissioners

\_\_\_\_\_  
Michael Hunt, Vice Chair  
Board of Commissioners

  
\_\_\_\_\_  
William Kendall, Treasurer

  
\_\_\_\_\_  
Jeri Winton, Clerk/Register

UNITED STEELWORKERS  
AFL-CIO-CLC

\_\_\_\_\_  
Leo W. Gerard, Int'l President

\_\_\_\_\_  
Stanley W. Johnson, Int'l Secretary-Treasurer

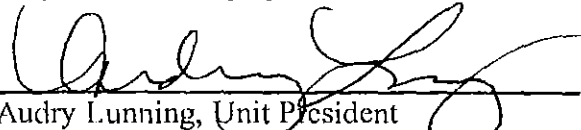
\_\_\_\_\_  
Thomas Conway, Int'l Vice President (Admin)

\_\_\_\_\_  
Fred Redmond, Int'l Vice President (Human Affairs)

\_\_\_\_\_  
Michael H. Bolton, District 2 Director

\_\_\_\_\_  
William L. Laney, Jr., Staff Representative

Local Union 14540-01

  
\_\_\_\_\_  
Audry Lunning, Unit President

  
\_\_\_\_\_  
Susan Avery, Committee

**OSCODA COUNTY COURTHOUSE**  
**USW, Local 14540-01**

**2011 - 2013 Agreement**

IN WITNESS WHEREOF, the duly authorized representatives of both parties affix their signatures at Mio, Michigan, this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**OSCODA COUNTY**  
Mio, Michigan

**UNITED STEELWORKERS**  
**AFL-CIO-CLC**

\_\_\_\_\_  
Joseph Stone, Chairman  
Board of Commissioners

\_\_\_\_\_  
Leo W. Gerard, Int'l President

\_\_\_\_\_  
Michael Hunt, Vice Chair  
Board of Commissioners

\_\_\_\_\_  
Stanley W. Johnson, Int'l Secretary-Treasurer

\_\_\_\_\_  
William Kendall, Treasurer

\_\_\_\_\_  
Thomas Conway, Int'l Vice President (Admin)

\_\_\_\_\_  
Jeri Winton, Clerk/Register

\_\_\_\_\_  
Fred Redmond, Int'l Vice President (Human Affairs)

\_\_\_\_\_  
Michael H. Bolton, District 2 Director

*William L. Laney Jr*

\_\_\_\_\_  
William L. Laney, Jr., Staff Representative

**Local Union 14540-01**

*Audry Lunning*  
\_\_\_\_\_  
Audry Lunning, Unit President

*Susan Avery*  
\_\_\_\_\_  
Susan Avery, Committee

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LETTER OF UNDERSTANDING  
 BETWEEN  
 COUNTY OF OSCODA and  
 OSCODA COUNTY AMBULANCE DEPARTMENT  
 And  
 UNITED STEELWORKERS AFL-CIO-CLC  
 LOCAL UNION 14540-01

This Letter of Understanding is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, between the County of Oscoda and the Oscoda County Ambulance Department ("Employer") and the United Steelworkers AFL-CIO-CLC on behalf of the Local Union 14540-01.

WHEREAS, the parties have agreed to implement a Shift Leader Position, a union position, on a temporary basis, during the collective bargaining agreement that runs through December 31, 2012; and

WHEREAS, the parties have agreed a union employee with seniority would be a good candidate for a shift leader, the employer will have the final authority to select a Shift Leader.

WHEREAS, the parties have agreed the Shift Leader will be compensated at the union wage scale with a annual stipend of \$2,400.00 per year paid at \$200.00 per month increments the first pay of each month, and

WHEREAS, the purpose of a Shift Leader is to provide additional assistance to the Oscoda County Ambulance Services and assist to the Director by handling day-to-day request, and

WHEREAS, the Shift Leader's primary duty is to assist the Director with the monthly shift schedule and to be available to all staff 24/7, and

WHEREAS, the Shift Leader will have the authority to supervise employees, with the exception of disciplinary duties, and will take on the directors duties in his/her absence, and

WHEREAS, the parties have agreed that the employer, with a written notification, has the discretion to discontinue this position, with the union employee returning to their normal duties; and

WHEREAS, if the Employer discontinues the Shift Leader position the duties temporarily assigned to the Shift Leader, will not be classified as union duties and will return to the Employer, and

**NOW, THEREFORE, IT IS HEREBY AGREED** between the parties,  
 EMPLOYER UNITED STEELWORKERS AFL-CIO-CLC  
 LOCAL UNION 14540-01

Joseph Stone, Chairman

Date

*William L. Lancy Jr* 6-22-11  
 William Lancy, Union Representative Date

Casey Pullum, Ambulance  
 Director

Date

*Susan Avery* 6-22-11  
 Susan Avery, Union Steward Date

LETTER OF UNDERSTANDING  
BETWEEN  
COUNTY OF OSCODA and  
OSCODA COUNTY AMBULANCE DEPARTMENT  
And  
UNITED STEELWORKERS AFL-CIO-CLC  
LOCAL UNION 14540-01

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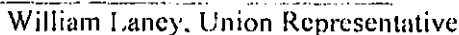
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EMPLOYER

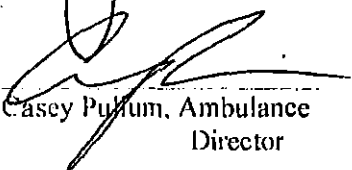
UNITED STEELWORKERS AFL-CIO-CLC  
LOCAL UNION 14540-01

  
Joseph Stone, Chairman

6-28-11  
Date

  
William Laney, Union Representative

          
Date

  
Casey Puhum, Ambulance  
Director

6-28-11  
Date

  
Susan Avery, Union Steward

6-22-11  
Date