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AGREEMENT

BETWEEN

COUNTY OF ROSCOMMON

AND

MICHIGAN COUNCIL #25
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

Local #2759

GENERAL EMPLOYEE UNIT

January 1, 1996 - December 31, 1998

Roscommon County

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of February, 1996, by and between the COUNTY OF ROSCOMMON, THE ROSCOMMON COUNTY CLERK - REGISTER OF DEEDS, THE ROSCOMMON COUNTY TREASURER, AND THE ROSCOMMON COUNTY PROSECUTING ATTORNEY, hereinafter referred to as the "Employer," and LOCAL 2759, MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union."

PURPOSE AND INTENT

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

The parties recognize the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community.

To these ends, the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees. (The parties agree that this "Purpose and Intent" clause is not grievable).

I. RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay wages, hours of employment, and other conditions of employment for all employees of the Employer included in the bargaining unit described below:

All regular full-time and regular part-time employees of Roscommon County, EXCLUDING elected officials, assistant prosecutors, prosecutor interns, cooperative reimbursement investigators, employees of the Sheriff's Department, Roscommon County Probate Court, 83rd District Court, 34th Judicial Circuit Court, cooperative students, confidential employees, supervisors, and all other employees.

Section 1.1. Aid to other Unions. The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. Disputes arising under this Section which may also be covered by state law may be appealed by the Union to arbitration or to an administrative procedure provided under state law, but not both.

Section 1.2. Definitions. The terms "employee" and "employees" when used in this Agreement shall refer to and include only those full-time and regular part-time employees who are employed in the collective bargaining unit set forth in Section 1.0. For purposes of this Agreement, the following definitions are applicable:

- a. Full-time Employees. A full-time employee is an employee who is working the official work week on a regular schedule in a position classified by the Employer.
- b. Regular Part-Time Employees. A regular part-time employee is one who is working regularly on a regular schedule more than sixteen (16) hours a week but less than the official workweek in a position classified by the Employer. Regular part-time employees shall be eligible for only those benefits expressly provided for them in this Agreement.
- c. Irregular Employees. An irregular employee is an employee who is working on any other basis, including seasonal, temporary, irregular part-time employees, or employees working sixteen (16) or less hours per week on a regular schedule.

Section 1.3. Irregular Employees.

- a. The Employer reserves the right to hire irregular employees and these employees will not be covered by the terms of this Agreement; however, they shall not be used in such a manner as to replace or displace bargaining unit employees.
- b. Unless a temporary or seasonal employee is filling in for the absence of a bargained unit employee, the Employer shall not be allowed to retain such temporary employee for a period longer than one hundred eighty (180) calendar days or such employee shall have attained seniority unless the one hundred eighty (180) calendar day period is extended by mutual agreement of the Employer and the Union.

Temporary employees may be retained longer than one hundred eighty (180) calendar days and shall not attain seniority in cases in which the temporary employee is filling in for a regular bargaining unit employee on an approved leave of absence.

II. REPRESENTATION

Section 2.0. Chapter Chairperson. The Employer agrees to recognize one (1) non-probationary employee as a Chapter Chairperson. It shall be the function of the Chapter Chairperson to meet with representatives of the Employer for purposes of contract negotiations and to function individually and as a committee in accordance with the procedures established in the Grievance Procedure. The Union shall notify the Employer in writing of the name of the Chapter Chairperson

in advance of the Employer's recognition. In the absence of the Chapter Chairperson, a Chapter Chairperson of another unit may act in her/his stead.

Section 2.1. Lost Time. The Employer agrees to pay the Chapter Chairperson for time spent while acting in a representative capacity during the processing of grievances or attending meetings or negotiations with officials of the Employer, but only for the straight time hours she/he would have worked on her/his regular work schedule. The Employer reserves the right to revoke this benefit if the Chapter Chairperson abuses this privilege.

III. UNION SECURITY

Section 3.0. Modified Maintenance of Membership. As a condition of continued employment, all employees included in the collective bargaining unit set forth in Section 1.0 shall, thirty (30) days after this Agreement is entered into or upon completion of their probationary period, whichever is later, either become members of the Union and pay to the Union the dues and initiation fees uniformly required of all Union members, or pay to the Union a service fee in an amount determined by the Union consistent with the law. Employees who as of the date this Agreement is entered into are not members of the Union are exempt from the provisions of this Section. However, such employees may elect to join the Union or become a service fee employee at a later time at his/her option.

Notwithstanding the foregoing, employees in the Chief Deputy classifications may elect to not come under the terms of this Agreement and to therefore not pay either the Union dues or service fees. However, if a Chief Deputy so elects to not come under this Agreement, they shall not have any contract rights provided for Chief Deputies herein, and shall have no bargaining unit seniority.

Section 3.1. Payroll Deduction for Union Dues.

- a. The Employer agrees to deduct Union membership dues and initiation fees, or a service fee as may uniformly be required of a Union membership and uniformly levied in accordance with the Constitution and the By-laws of the Union from each employee covered by this Agreement who executes and files with the Employer a proper checkoff authorization form.
- b. Individual authorization forms shall be furnished or approved by the Union, and, when executed, filed with the County Clerk's office. The checkoff authorization forms shall conform to respective state and federal laws.
- c. Deductions shall be made only in accordance with the provisions of the written checkoff authorization form, together with the provisions of this Section.

- d. Properly executed copy of the written checkoff authorization form for each employee for whom Union membership dues and initiation fees, or for the service fees, to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under the written checkoff authorization forms which have been properly executed and are in effect. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.
- e. All authorizations filed with the County Clerk's office prior to the fifteenth (15th) of the month shall become effective the following month, provided the employee has sufficient net earnings to cover the dues, initiation fee, or the service fees, whichever is applicable. An authorization filed thereafter shall become effective with the first (1st) paycheck following the filing of the authorization.
- f. In cases in which a deduction is made which duplicates a payment already made to the Union or where a deduction is not in conformity with the Union's Constitution and By-laws, refunds to the employee will be made by the Union.
- g. The Union shall notify the County Clerk in writing of the proper amount of Union membership dues, initiation fees and service fees and any subsequent changes in such amounts. The County agrees to furnish the Secretary-Treasurer of the Union a monthly record of those employees for whom deductions have been made, together with the amount deducted. The Union shall provide at least thirty (30) days written notice to the Employer as to any changes in dues or fees.
- h. If a dispute arises as to whether or not an employee has properly executed a written checkoff authorization form, no further deductions will be made until the matter is resolved.
- i. The Employer shall not be responsible for dues, initiation fees, or the service fees after an employee's employment relationship with the Employer has been terminated.
- j. The Employer shall not be liable to the Union or its members for any dues, initiation fees, or the service fees once such sums have been remitted to the Union, and, further, shall not be liable if such sums are lost when remitted by United States mail.
- k. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

1. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within four (4) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

Section 3.2. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, service fees and/or initiation fee, or termination of employment of an employee for non-payment, or in reliance upon any list, notice or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

IV. RIGHTS OF THE EMPLOYER

Section 4.0. Governmental Rights. It is understood and hereby agreed the Employer reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions, and authority of management to manage the Employer's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the Employer include, but are not limited to, those provided by statute or law along with the right to adopt, modify, and amend the budget; to make judgments as to skill and ability, schedule work, create new classifications, direct, hire, promote, use outside assistance, layoff employees or increase the size of the work force, transfer, assign, and retain employees in positions within the County consistent with the employee's ability to perform the assigned work; and the Employer shall also have the right to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County, except as specifically limited by this Agreement. It is also agreed the Employer has the right to determine the method, means, and personnel, employees or otherwise, by which the business of the Employer shall be conducted and to take whatever action is necessary to carry out the duty and obligation of the Employer to the taxpayers thereof consistent with the terms of this Agreement. The Employer shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures, and working conditions not inconsistent with the express terms of this Agreement.

V. SPECIAL CONFERENCES

Section 5.0. Special Conferences. Special conferences for matters of mutual concern may be scheduled at times mutually agreeable to the parties. An agenda of the matters to be discussed shall be submitted by the party requesting the special conference and approved by the other party prior to the scheduling of such conference. Matters taken up in the special conference shall be confined to those included in the agenda. Any request for a special conference shall be made by the Chapter Chairperson in writing to the Department Head.

VI. GRIEVANCE PROCEDURE

Section 6.0. Definition of Grievance. A grievance shall be defined as a complaint by an employee covered by this Agreement or the Union alleging a violation of a specific provision or provisions of this Agreement.

Section 6.1. Grievance Procedure. All grievances shall be processed in the following manner:

a. Verbal Procedure. An employee with a complaint shall notify the Department Head within five (5) days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and the Department Head. If requested, the employee's Chapter Chairperson may be present. The Department Head shall give his verbal answer within five (5) days of the verbal presentation. Every effort shall be made to satisfactorily resolve the grievance in this manner.

b. Written Procedure.

Step 1. If the complaint is not satisfactorily settled by the Verbal Procedure, it shall be reduced to a written grievance, signed by the employee involved and the Chapter Chairperson, setting forth the facts and the specific provision or provisions of this Agreement which are alleged to have been violated. The written grievance shall be submitted to the Department Head within five (5) days after the Employer's answer in the Verbal Procedure, but in all cases no later than fifteen (15) days after the employee knows or should have known of the events giving rise to the complaint. Within five (5) days after the written grievance has been so submitted, a meeting shall be held between the employee, the Chapter Chairperson, and the Department Head. The employee shall receive the Employer's written answer within five (5) days after such meeting.

Step 2. If the grievance is not satisfactorily resolved at Step 1, it may be appealed by resubmitting the grievance to the Chairman of the County Board of Commissioners within five (5) days following receipt of the Employer's Step 1 answer. Within ten (10) working days after the grievance has been filed with the proper Employer representative, a meeting shall be held between representatives of the Employer and representatives of the Union. The Employer representatives shall be representatives of the County Board of Commissioners, together with other designated representatives. The Union's representatives shall be the Chapter Chairperson and other designated representatives. If the meeting cannot be scheduled within the ten (10) day period, it shall be scheduled at mutual convenience of the parties. Either party may have non-employee representatives present, if desired. In order for the grievance to be satisfactorily resolved, it must be signed by a representative of the County Board of Commissioners.

Section 6.2. Grievance Resolution. All resolutions of economic grievances in Section 6.1 must be approved by the County Board of Commissioners before they are binding on the Employer.

Section 6.3. Time Limitations. 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, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step. The time limits established in the Grievance Procedure may be extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified.

Section 6.4. Time Computation. In computing days under the Grievance Procedure, Saturday, Sunday, and holidays recognized by this Agreement shall be excluded.

Section 6.5. Grievance Form. The grievance form shall be mutually agreed upon.

Section 6.6. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This clause shall not apply to any litigation in which the County is Plaintiff.

VII. ARBITRATION

Section 7.0. Arbitration Request. The Union may request arbitration of any unresolved grievance by giving written notice of its intent to arbitrate to the County Clerk within twenty (20) days following receipt of the Employer's disposition in Step 2 of the Grievance Procedure.

Section 7.1. Selection of Arbitrator. If a timely request for arbitration is filed by the Union, the parties to this Agreement shall select by mutual agreement one (1) arbitrator who shall decide the matter. The Employer and the Union agree to use the following arbitrators on a rotating basis with arbitrator "A" being selected first.

- A. Mario Chiesa
- B. Richard Kanner
- C. Patrick McDonald
- D. Howard Cole

If the arbitrator up for selection is not available, the next arbitrator will be used. If none of the listed arbitrators are available, the Employer and the Union will attempt to agree on an impartial arbitrator. In the event the Employer and the Union are unable to agree on an impartial arbitrator, the arbitrator will be selected from a list of arbitrators submitted by the American Arbitration Association consistent with the Association's normal procedures. All arbitration proceedings will be conducted in accordance with the rules and procedures of the American Arbitration Association. Any American Arbitration Association administrative fees or other charges, and the arbitrator's charges for his or her services and expenses shall be shared equally by the Employer and the Union. Each party shall pay the fees, expenses, wages and other compensation for their own witnesses, representatives and legal counsel.

Section 7.2. Arbitrator's Powers. 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 in any respect. If the issue of arbitrability is raised, the arbitrator shall not only decide the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement.

Section 7.3. Arbitrator's Award. The arbitrator's award shall be final and binding on the Employer, Union, and employees, provided, however, that either party reserves the right to challenge an arbitrator's award if he has exceeded his jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing. No claim for back wages shall exceed the amount of wages the employee would have earned with the Employer, less any unemployment compensation, or other wages earned elsewhere during the employee's absence from employment with the Employer.

Section 7.4. The Arbitration shall be held within one hundred twenty (120) days after receipt of the Union's notice of intent to arbitrate unless agreed to be extended by the parties in writing. If the selected arbitrator cannot hear the case within ninety (90) days, the parties shall find other arbitrators who can do so. The above shall apply to discharge cases and other cases where the Employer may have continuing liability.

VIII. DISCHARGE AND DISCIPLINE

Section 8.0. Notice of Disciplinary Action. Within one (1) day following the disciplinary suspension or discharge of an employee, the Employer will notify the Chapter Chairperson in writing of the reasons therefor and will, within the same period of time, cause a copy to be issued to the employee involved. It is understood and agreed that nothing in this Section prevents the Employer from raising the employee's work record at any point in the Grievance or Arbitration Procedure.

Section 8.1. Record. In imposing discipline on a current charge, the Employer will not take into account any disciplinary action which occurred more than one (1) year previously, except for suspensions which shall not be taken into account which occurred more than two (2) years previously.

Section 8.2. Leaving Premises. Whenever possible, the discharged or suspended employee will be allowed to discuss his discharge or suspension with the Chapter Chairperson before he is required to leave the property of the Employer, and the Employer will make available an area where this may be done in private. Upon request, the Employer will discuss the discharge or suspension with the employee and the Chapter Chairperson, if practicable.

Section 8.3. Expedited Grievance. Should an employee who has been discharged or suspended for disciplinary reasons consider such discipline to be improper, a grievance may, within five (5) days following the suspension or discharge, be processed initially at the final step of the Grievance Procedure.

Section 8.4. Rules. The Employer reserves the right to establish reasonable rules and regulations not inconsistent with this Agreement.

IX. STRIKES AND ILLEGAL ACTIVITIES

Section 9.0. No Strikes Pledge. The parties to this Agreement mutually recognize the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union, therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful, and proper performance of the duties of their employment. The Union further agrees there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work, or any acts that interfere with the services of the Employer as long as this Agreement is in force.

Section 9.1. No Lockout. The Employer agrees it will not, during the term of this Agreement, lock out its employees.

Section 9.2. Penalty. Any employee who engages in any activity prohibited by Section 9.0 shall be subject to such disciplinary action as the Employer deems appropriate. Any appeal to the Grievance Procedure shall be limited to the question of whether the employee or employees did in fact engage in any prohibited activity provided in Section 9.0.

X. SENIORITY

Section 10.0. Seniority Definition. Seniority shall be defined as the length of the employee's continuous service with the County and its courts commencing from her/his last date of hire. Unit seniority shall mean the length of the employee's continuous service in the bargaining unit covered by this Agreement. The application of seniority shall be limited to the preferences specifically recited in this Agreement. For purposes of calculating benefits, seniority shall include the employees continuous service with the County and its courts. Part-time employees shall have their seniority prorated based on the employees' compensated hours of work.

Section 10.1. Probationary Period. All employees shall be considered probationary employees until the employee has completed six (6) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon agreement with the Union. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and for no reason or any reason except Union activities, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

Section 10.2. Seniority List. The Employer shall maintain a seniority list showing name, classification, date of hire, and unit seniority date. The Employer agrees to furnish the Chapter Chairperson with an updated copy of the seniority list upon request.

Section 10.3. Loss of Seniority. An employee shall lose his/her seniority and his/her employment relationship shall end for any of the following reasons:

- a. He/she quits;
- b. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement;
- c. He/she retires;
- d. He/she is absent from work for three (3) consecutive work days, unless an excuse acceptable to the Employer is presented;
- e. He/she fails to return to work at a specified time upon expiration of a leave of an absence, vacation, or recall from layoff, unless an excuse acceptable to the Employer is accepted;

- f. He/she is on layoff status for a period of time equal to his/her seniority or twelve (12) months, whichever is less;
- g. The employee falsifies their employment application or intentionally falsifies other Employer records;
- h. He/she is convicted or pleads guilty or nolo contendere to a felony or any work related misdemeanor.
- i. If he/she is on unpaid leave of absence including unpaid sick leave for a period of one (1) year or for a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less;
- j. If while on an unpaid health leave of absence, sick leave, or while receiving worker's compensation benefits from the Employer, he/she accepts another full-time job, applies for and receives unemployment benefits, or goes into business for himself or herself.

Section 10.4. Layoff.

- a. The word "layoff" means a reduction in the work force.
- b. Employees shall be laid off according to the following procedure:
 - 1. Irregular and probationary employees within the affected classification within the affected Department will be laid off first, providing the remaining seniority employees can perform the available work with a training period not to exceed ten (10) work days.
 - 2. Thereafter, seniority employees within the classification within the affected Department will be laid off according to their Department seniority, providing the remaining employees in the classification and Department can perform the available work with a training period not to exceed ten (10) work days.
 - 3. When a seniority employee is removed from the classification within her/his Department as a result of a layoff, she/he may be allowed to bump a less senior employee in the Department in accordance with her/his Department seniority, providing she/he can perform the available work with a training period not to exceed ten (10) work days and the remaining employees within the lower classification within the Department can perform the available work.
 - 4. Upon being laid off from her/his Department, an employee who so requests shall, in lieu of layoff, be permitted to take another position in another

Department provided, however, she/he has previously worked in that Department, and has more seniority than the employee she/he is to replace, and is able to perform the required duties of the position. In this event, the employee shall be given a ten (10) calendar day trial in which to qualify on her/his new job. The County shall give the employee every reasonable assistance to qualify. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the years of service.

- c. For purposes of this Article, the term "Department" means the Departments listed below:
1. County Clerk/Register of Deeds Office;
 2. County Treasurers Office;
 3. Equalization Department;
 4. Cooperative Extension Office;
 5. Maintenance Department;
 6. Prosecuting Attorney's Office;
 7. Other Departments with Bargaining Unit employees as may be established and recognized by the Board of Commissioners.
- d. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the County to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
- e. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work with a training period not to exceed ten (10) work days.
- f. It is understood and agreed that the County Board of Commissioners has the sole right to select the classification(s) and departments in which the layoff(s) will take place.
- g. Employees laid off pursuant to this Article will have the option of taking their earned vacation days.
- i. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employers shall state with certainty at the time of solicitations the length of such layoffs. If the employee(s) shall volunteer for such layoff for the time specified by the Employer, and

a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.

Section 10.5. Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within seven (7) days of the date the notice was sent shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists.

Section 10.6. Temporary Assignments. The Employer reserves the right to make, but shall not be obligated to do so, temporary transfers or assignments of employees from their regular job to another job. If such temporary assignment exceeds one (1) workday and the position to which the employee is transferred is at a higher rate of pay, the employee shall receive the higher rate for the remainder of the duration of the temporary assignment. Such temporary assignments shall be made to the senior qualified employee in the Department where the assignment is to be made.

Section 10.7. Job Posting.

- a. If there is a vacancy in an entry level bargaining unit job or when a new work classification is created, the Employer will post a notice of such vacancy on the bulletin board for five (5) working days. The posting shall indicate the classification of work, department, and pay grade. Any employee who wishes to be considered for a permanent transfer to such job may sign the posting and shall notify his/her Department Head that he/she had done so. The Department Head where the vacancy exists will consider all applicants. All qualified bargaining unit employees who apply shall be interviewed by the Employer. The Employer shall consider the applicants experience and qualifications, including skill, ability and work record, as determined by the Employer. If the experience and qualifications are equal, the qualified bargaining unit applicant with greatest departmental seniority shall be awarded the job.
- b. Job Advancement. Promotions within a Department may be made by the Employer, first from any qualified bargaining unit employees in that Department, as determined by the Employer. In the event the Employer determines there are no qualified bargaining unit employees in the Department, the position shall be filled as provided in subsection (a) above.
- c. The successful applicant from the same Department shall serve a three (3) week trial period in the new position. A successful applicant from within the bargaining unit, but another County Department, shall serve a three (3) month trial period. During such trial period, the employee may be returned to his/her former classification if the

employee is unsatisfactory in the new position. The Employee shall also have the right to revert back to his/her former classification during the trial period at his/her discretion. If an employee elects to revert back to his/her former position, he/she shall be ineligible for job advancement under this Section for a period of twelve (12) months.

- d. Within thirty (30) working days after the posting period has elapsed, all applicants will be notified whether they were awarded or denied the job. In the event a more senior applicant from within the Department is denied the job, the reason for the denial shall be given in writing to the employee and his/her Chapter Chairperson. A denial to such an applicant may be subject to the Grievance Procedure when the position is granted to a non-bargaining unit applicant.
- e. The Chapter Chairperson shall be furnished with a copy of any job posting at the time the job is posted. After the posting period has elapsed, the Chapter Chairperson shall be furnished with a list of the applicants and the name of the person awarded the job.
- f. Commencing the first (1st) pay period following the job advancement, the employee who is awarded the job shall be paid at the step in the pay range for the new classification that reflects an increase from his/her present rate.

Section 10.8. Chief Deputy/Clerk. The parties to this Agreement recognize the Employer is entitled to fill Chief Deputy positions who serves at the will of the Employer. Therefore, it is agreed the Employer may, in its sole discretion, select its Chief Deputy/Clerks and such Chief Deputy/Clerks may be demoted at the Employer's discretion without regard and without recourse to this Agreement. Absent extenuating circumstances, such demotion will not result in the replacement or displacement of any other employees.

Section 10.9. Seniority and Benefit Accumulation. Seniority shall continue on all approved leaves of absence unless otherwise specifically provided for in one of the leaves of absence Sections of this Agreement. Benefits such as vacation, sick leave, and insurance do not accrue during any leave of absence which exceeds thirty (30) calendar days.

XI. LEAVES OF ABSENCE

Section 11.0. Unpaid Leave.

- a. General.
 - 1. A regular employee who has completed six (6) months of employment and worked at least 910 hours for the Employer in the past six (6) months shall be granted an unpaid personal leave of absence for a period not to exceed one (1)

calendar year in the case of leave due to the employees own serious health condition making them unable to perform the functions of their job, or one hundred eighty (180) days in any one calendar year for any of the other reasons outlined below, except for educational or other reasons deemed appropriate by the Employer. Educational or other leaves may be granted upon written request. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Department Head. Employees with less than six months or worked less than 910 hours in the past six (6) months may be granted unpaid leave at the discretion of the Employer. An unpaid leave of absence shall or may be granted in the following cases.

- a. A serious health condition that makes the employee unable to perform the functions of his/her position;
 - b. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
 - c. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter;
 - d. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
 - e. To attend an educational institute, or for other reasons deemed appropriate by the Department Head.
 - f. For other reasons deemed appropriate by the Employer.
2. The Employer may require employees to exhaust all accrued paid sick leave prior to an unpaid leave of absence for condition (a) above; and may require employees to exhaust all accrued paid vacation and personal days prior to an unpaid leave of absence for any of the other above listed conditions.
 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
6. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993.

b. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to its policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have at least 910 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (a), (b), (c) or (d) listed Sections 11.0, a, 1, above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave time, vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. In all other circumstances, the Employer shall not continue to pay health insurance premiums for the employee. Employees may continue insurance coverages at their own expense during an unpaid personal leave of absence after the periods noted above. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

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- c. Reinstatement After Leave. When a leave of absence under conditions (a) of Section 11.0, a, 1, above is granted for more than twelve (12) months, or under conditions (b), (c) or (d) of Section 11.0, a, 1, above is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
- d. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

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

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
 2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.
- e. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
1. The date on which the serious health condition commenced;
 2. The probable duration of the condition;
 3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is

necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.

- f. Second opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.
- g. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
- h. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 11.2. Paid Sick Leave. The Employer provides sick leave with pay for full-time employees in accordance with and under the following conditions:

- a. Upon completion of one hundred eighty (180) days of employment, each employee shall be credited with six (6) days of sick leave and will thereafter earn additional sick leave at the rate of one (1) day for each month that the employee works or receives pay for all of their scheduled working days.
- b. One (1) day of sick leave shall equal seven (7) hours at the employee's regular hourly rate of pay when the sick leave is taken or if the full-time employee is regularly scheduled to work and does work eight (8) hours per day, then one (1) day of sick leave shall equal eight (8) hours of the employee's regular hourly rate when the sick leave is taken.
- c. Earned sick leave may be used when it is necessary to miss work because of an employee's illness, doctor and/or dentist appointment, and up to five (5) days per calendar year for the care of an employee's sick parent, spouse or minor child where the employee's attendance is essential for their parent's, minor child's or spouse's care.
- d. The Employer may require as a condition of any sick leave use a medical certificate setting forth the reasons or verification for the sick leave from a doctor.

- e. Unused earned sick leave credits may accumulate up to a total of one thousand (1000) hours.
- f. After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and insurances. Sick leave does not accrue when an employee is off of work on sick leave.
- g. Abuse of sick leave or excessive absence due to illness or injury is cause for dismissal.
- h. Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.
- i. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- j. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.
- k. Regular part-time employees in this unit shall earn sick leave on a pro-rata basis, calculated based on the number of hours they are regularly scheduled.
- l. A full-time employee with an accumulation of both annual and sick leave may use annual vacation after sick leave is exhausted only with the prior approval of his/her Department Head.
- m. Sick leave is a benefit for employees to be used in cases of illness. It is not a benefit to be converted to wages, except as provided in this subsection. Upon termination of an employee, exception for discharge for just cause, the employee shall be paid for fifty percent (50%) of his accumulated sick leave. Upon the death of an employee, one hundred percent (100%) of the employee's accumulated sick leave will be paid to the employee's beneficiary or to his estate if no beneficiary was named.
- n. Employees must notify their Department Head or his/her designee at the earliest opportunity when they will be off work because of illness or injury. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known.

Section 11.3. Funeral Leave. An employee shall be granted up to three (3) consecutive days leave to attend the funeral when death occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate of pay for such lost time. Immediate family shall mean the employee's spouse, parent, step-parent, child, step-child, grandchild, grandparent, son-in-law, daughter-in-law, sister, step-sister, brother, step-brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, or any relative residing in the employee's household. Under extenuating circumstances the Employer may grant additional time upon recommendation of the Department Head.

Section 11.4. Jury Duty Leave. Employees summoned by the Court to serve as jurors shall be given a leave of absence for the period of their jury duty. For each day the employee serves as a juror when she/he otherwise would have worked, she/he shall receive the difference between her/his regular straight time rate, exclusive of all premiums, for seven (7) hours and the amount she/he receives from the Court. Mileage or meal allowances shall not be deducted from the portion the County pays the employee. In order to receive jury pay, an employee must:

1. Give the Employer advance notice of the time she/he is to report for jury duty;
2. Give satisfactory evidence she/he served as a juror at the summons of the Court on the day she/he claims such pay; and
3. Return to work promptly if, after she/he is summoned by the Court, she/he is excused from service.

Section 11.5. Military Leave. Any employee who enters active service of the Armed Forces of the United States, National Guard, or Reserve shall receive a military leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. Application for military leave of absence shall be made to the Employer in writing as soon as the employee is notified of acceptance in military service and, in any event, not less than two (2) weeks prior to the employee's scheduled departure, except in emergency situations or in the event of extenuating circumstances.

Section 11.6. Personal Days. Full-time non-probationary employees covered by this Agreement shall be allowed a maximum of three (3) personal days leave of absence with pay each calendar year. Employees hired on or before June 30th shall be credited with three (3) personal days upon completion of their probationary period and those hired on or after July 1st shall be credited with one (1) personal day. There shall be no accumulation or carryovers of such leave days from one calendar year to another. Requests for a personal day leave of absence must be made to the employee's immediate supervision seven (7) days in advance of the date requested. Such advance notice may be waived due to extenuating circumstances, however, the employee shall give as much advance notice to his immediate supervisor as possible. The number of leave days to be taken at any

one time shall be determined by the employee's immediate supervisor in his sole discretion, however the immediate supervisor shall not be unreasonable in making his determination. A request for a personal leave day may be denied if the absence would unreasonably interfere with the services provided by the Employer.

XII. HOLIDAYS

Section 12.0. Holidays. The following holidays are recognized by this Agreement.

New Year's Day	Veteran's Day
3rd Monday in February (Washington's Birthday)	Thanksgiving Day
Good Friday	Friday After Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4th	Christmas Day
Labor Day	New Year's Eve Day

Section 12.1. Holiday Observance. In the event a holiday falls on a Saturday, Friday shall be recognized as the holiday. In the event a holiday falls on a Sunday, Monday shall be recognized as a holiday.

Section 12.2. Holiday Pay. All full time employees shall receive pay at their regular straight time hourly rate, exclusive of all premiums, for each of the recognized holidays, provided the employee is eligible under the rules established in this Agreement.

Section 12.3. Holiday Eligibility. Employees eligible for holiday pay are subject to the following conditions and qualifications:

- a. The employee must work the Employer's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused.
- b. The employee must not be on layoff or unpaid leave of absence.
- c. The employee must not be suspended for disciplinary reasons.
- d. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

Section 12.4. Holiday Work. Should an employee work on a holiday, he shall receive compensatory time off equal to the number of hours worked on the holiday in lieu of holiday pay.

XIII. VACATIONS

Section 13.0. Vacations. Full-time employees covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule.

<u>Years of Service</u>	<u>Vacation Leave</u>
After 1 year	1 week
After 2 years through completion of 4 years	2 weeks
After 5 years through completion of 8 years	3 weeks
After 8 years	4 weeks

Section 13.1. Vacation Schedule. As far in advance as possible, vacations will be scheduled at the convenience of the employee. Conflicts in vacation requests shall be resolved by giving preference to the employee with the greatest seniority, provided such employee has requested the vacation at least ninety (90) days prior to the date desired. In the event of unusual circumstances, the Employer reserves the right to establish the vacation schedule.

Section 13.2. Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave.

Section 13.3. Advance Vacation Pay. If a regular payday falls during an employee's vacation, he shall receive his vacation pay in advance, to the payday preceding the start of his vacation, provided he has requested such advanced payment one (1) week prior.

Section 13.4. Vacation Accumulation. Vacation time shall not accumulate from year to year but shall be taken as earned or lost. However, if an employee has scheduled vacation and the vacation must be canceled to meet the Employer's operational needs or because of the employee's extenuating circumstances that are verified to the department head, that employee may carryover up to five (5) vacation days for up to an additional thirty (30) days beyond their anniversary date.

XIV. HOURS OF WORK

Section 14.0. Normal Work Week and Work Day.

- a. Currently, the normal work week for most non-clerical full-time employees is forty (40) hours per week, Monday through Friday, including a one hour unpaid lunch period scheduled by the department head. The current normal work week for most full-time clerical employees is thirty-five (35) hours per week, Monday through Friday, including a one hour unpaid lunch period scheduled by the department head.

for all unused compensatory time on the last paycheck of the calendar year. Compensatory time will be awarded at the rate of time and one-half (1 1/2) the regular hourly rate for all hours in excess of the hours as contained in Section 14.2, paragraph (a).

- d. Duplications. Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, overtime, or other premium payments involving the same hours of work.

XV. NEW CLASSIFICATIONS

Section 15.0. New Classifications. Whenever the Employer establishes a new classification within the bargaining unit covered by this Agreement, the Chapter Chairperson shall be notified in writing of the classification and rate of pay assigned to the classification. The Union shall have fifteen (15) calendar days from receipt of such notification to object to the assigned rate. If an objection is raised, the parties shall meet within thirty (30) calendar days to negotiate any changes which might be required.

XVI. INSURANCE AND PENSION

Section 16.0. Hospitalization Insurance.

- a. The Employer agrees to make available hospitalization insurance for each full-time employee occupying a job classification covered by this Agreement who has completed their probationary period, provided the employee is eligible and subject to insurance carriers enrollment procedures. In addition to spouse and dependent coverage, the Employer agrees to provide eligible employees with Blue Cross/Blue Shield MVF-1 Program with \$5.00 prescription rider, Master Medical Option I, DRI 275/550 (Employer to reimburse employees), riders D-45, NM, FAE-RC, Prevent, Dependent Children, and RPS, plus the Blue Cross/Blue Shield basic vision plan. In lieu of the above coverages, employees may enroll in the Blue Care Network HMO. All new hires shall be provided HMO coverage only the first year of their employment. The Employer also agrees to provide the Delta Dental basic plan 50-50-800 MBL. Effective January 1, 1997, the Dental Plan will be changed to the Delta Dental Plan B and to Blue Cross/Blue Shield Vision A-80 Plan.
- b. The Employer agrees to pay the full premium for eligible full-time employees for the above hospitalization coverage outlined in subsection a above, up to the following amounts:

However, nothing shall preclude the Board, within its sole discretion, from requiring employees to work more or less than the normal seven (7) or an eight (8) hour day or more or less than the normal forty (40) hour work week or thirty-five (35) hour work week, or other than Monday through Friday. However, a full-time employee's hours shall not be reduced below thirty-five (35) hours a week without at least seven (7) calendar days notice to the Union Chapter Chairperson, except in the case of an emergency.

- b. The Employer may institute a regular scheduled workweek for full-time employees, from 35 hours to 40 hours within the Employer's discretion. At least fourteen (14) calendar days notice shall be provided to the Union before any change is made in the workweek.
- c. The Employer shall pay employees for all hours worked per week. Therefore, if the Employer increases the workweek from 35 to 40 hours, employees shall be paid for five (5) additional hours.
- d. The fringe benefits of vacation and sick leave shall accumulate based upon the normal workweek of hours worked.
- e. It is expressly understood that an employee's work schedule and his/her shift may be changed by the Board, provided the Union Chapter Chairperson receives at least fourteen (14) days prior notice.

Section 14.1. Overtime. All employees shall be expected to work reasonable amount of overtime upon request. Overtime, other than that of an emergency nature, must be authorized by the employee's immediate supervision.

Section 14.2. Premium Pay.

- a. Employees working an eight (8) hour work day shall receive time and one-half (1 1/2) their straight time regular rate for all hours worked in excess of eight (8) hours in one work day or forty (40) hours in one work week. Employees working a seven (7) hour work day shall receive time and one-half (1 1/2) the straight time regular rate for all hours worked in excess of seven (7) hours in one work day and thirty-five (35) hours in one work week.
- b. Non-worked holidays, paid leaves, and vacations shall count as hours worked for purpose of determining premium pay under this section.
- c. Compensatory time may be awarded in lieu of overtime payment by mutual agreement between the employee and the department head. Compensatory time may be accumulated but must be used within one year. If not used, the employee will be paid

1996

Full family	-	\$426.00 per month.
2-person	-	\$389.00 per month.
Single	-	\$187.00 per month.

1997

Full family	-	\$443.04 per month.
2-person	-	\$404.56 per month.
Single	-	\$194.48 per month.

1998

Full family	-	\$460.76 per month.
2-person	-	\$420.74 per month.
Single	-	\$202.26 per month.

If there are any premium costs above the listed amounts, the employee shall pay fifty percent (50%) through payroll deductions and the Employer shall pay fifty percent (50%) of the costs above the listed amounts. However, any employee premium costs that would be due under this section for HMO-Blue Care Network coverage shall be waived.

- c. If the County becomes aware that the hospitalization insurance premium costs will increase so that the premiums may require employee co-pays, the County will notify the Union, and the Union shall have the right to meet and review with the Employer options they could avoid or reduce such co-pay costs.
- d. An employee who is eligible for hospitalization insurance via another source and who executed a County waiver form may elect not to be covered by the hospitalization insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. In the event the employee elects to forego hospitalization insurance, the Employer shall pay the employee an amount equal to one-third (1/3) of the Employer paid premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber). However, if both husband and wife, or an employee and dependent, are employees of the county are eligible for coverage under County provided health insurance plans, only one of the employees may provide dependent coverage. A person may not be covered as a dependent of more than one employee and no person may be covered both as an employee and as a dependent under the County's health insurance plans.

Section 16.1. Term Life Insurance. During the term of this Agreement the Employer will provide a term life insurance policy in the amount of ten thousand dollars (\$10,000.00) and ten thousand dollars (\$10,000.00) accidental death for each full-time employee.

Section 16.2. Sickness and Accident Insurance. For the period of this Agreement, the Employer shall pay the required premiums for each non-probationary employee for sickness and accident insurance which will pay an amount equal to 2/3 of the employee's gross base wage, but not exceed \$250 per week for a period of fifty-two (52) weeks. Said policy shall provide benefits beginning with the fifteenth (15th) day of disability.

Section 16.3. Retirement Plan. During the term of this Agreement, the retirement program provided for in the Employer's plan shall be the B-3 benefit plan with the FAC-3, eight (8) years vesting, and the F55 Waiver (25 years of service) of the Michigan Employees' Retirement System shall be paid for by the Employer.

Section 16.4. Unemployment Insurance. Consistent with applicable state law, the Employer agrees to provide unemployment insurance coverage for all employees covered by this Agreement.

Section 16.5. Provision of Insurance Plans. No matter concerning the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

Section 16.6. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers, or to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the benefits are substantially equivalent or better. No such change shall result without meeting with the Union to review the new carrier's policy. The Union shall be notified in writing prior to change.

XVII. LONGEVITY

Section 17.0. Longevity Benefits. Longevity benefits shall be determined on the anniversary date of the employee. All full-time employees who have completed a minimum of five (5) years full-time employment with the Employer shall receive longevity benefits in accordance with the following schedule:

<u>Years of Full-Time Service</u>	<u>Benefit Amount</u>
5	\$125
6	150
7	175
8	200
9	225

10	260
11	295
12	330
13	365
14	400
15	435
16	470
17	505
18	540
19	575
20 or more	610

- a. Employees who at the discretion of the Employer elect to receive the pay of the Senior level, as described in Sections 21.3 and 21.5 on page 32, shall be frozen at twelfth (12th) year benefit amount upon obtaining same.
- b. Employees who at the time they elect to accept the pay of the Senior level, and are at the benefit level above twelve (12) years, shall be frozen at the longevity benefit level they are at currently.

Section 17.1. Longevity Pay. Longevity benefits shall be paid to eligible employees in a separate check on the pay day closest to the employee's anniversary date.

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Section 17.2. Longevity Retention. Employees on leaves of absence or layoff, including disciplinary layoffs, shall retain all time earned toward the payment of longevity benefits provided by this Agreement, but shall not accrue any additional time or receive longevity payments during such leave of absence.

Section 17.3. Pro Rata Longevity Payments. Employees whose service with the Employer terminates shall be paid a pro rata longevity bonus based on the number of calendar months of full time active service credited to them from the preceding anniversary date to the date of cessation of their employment. In case of death, pro rata longevity payments shall be made to the employee's dependents.

XVIII. MISCELLANEOUS

Section 18.0. Bonds. Whenever a bond is required of an employee in the bargaining unit for the performance of his duties, the bond premium shall be paid by the Employer.

Section 18.1. Bulletin Board. The Employer shall furnish reasonable bulletin board space for purposes of posting Union notices. The Employer reserves the right to police the bulletin board for offensive materials.

Section 18.2. Captions. The captions used in each Section of this Agreement are for purposes of identification only and are not a substantive part of this Agreement.

Section 18.3. Consolidation or Elimination of Jobs. Any consolidation or elimination of jobs shall not be effected without providing prior written notification to the Union Chapter Chairperson. The Union may request a special conference between the Employer and the Union concerning such consolidation or elimination of jobs.

Section 18.4. Distribution of Agreement. The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the Agreement to all new bargaining unit employees entering the employment of the Employer. The Union will supply the Employer with the number of copies of this Agreement necessary for distribution.

Section 18.5. Gender. The masculine pronoun, whenever used in this Agreement, shall include the feminine and the singular pronoun, the plural, unless the context clearly requires otherwise.

Section 18.6. Legal Representation. The Employer will provide to the employee such legal assistance as may be required when a civil action is brought against an employee as a result of acts occurring when and while said employee is engaged in his/her duties and responsibilities for the Employer, through, and to the extent that such representation is provided, by the County's Liability Insurance Carriers or Risk Group Agreement, and that representation shall be accordance with the provisions provided under those agreements.

Section 18.7. Mileage. Whenever an employee is requested by the Employer to use his own vehicle on the business of the Employer, he shall be paid mileage in accordance with the current Employer policy.

Section 18.8. Residency. All employees covered by this Agreement must reside within the corporate limits of the County of Roscommon.

Section 18.9. Separability. If any section of this Agreement, or any riders hereto, should be held invalid by operation of law, or if compliance with or enforcement of any section should be restrained by any such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any riders hereto, or the application of such Section to persons or circumstances other than those which have been held invalid or as to which compliance with or enforcement has been restrained, shall not be affected thereby.

Section 18.10. Snow Days. Employees will be paid when the building is closed due to inclement weather, and employees will be allowed to use vacation or personal days when building is open, but employees are unable to report for work due to inclement weather.

Section 18.11. Physical Examinations.

- a. The Employer may require employees to submit to and pass a physical or mental examination upon the employee's return from sick leave or a health or injury leave, or from any absence from employment for which time the employee received worker's compensation benefits, or if the Employer has any other basis to question the employee's physical ability to perform the work, or if the employee's presence at the work site may endanger his or her health or safety or that of other employees or the public. The Employer may also require an employee to submit to a physical examination in the event the Employer questions the necessity for the use of sick or health related personal leave.
- b. Examinations required under this Section shall be by physician of the Employer's choice, including an appropriate medical specialist selected by the Employer when deemed appropriate. The cost of such examination shall be borne by the Employer, unless otherwise covered by health insurance.
- c. In the event the Employer requires any employee to take a TB test or chest X-ray as a condition of employment, the Employer agrees to assume the cost of such test(s), to the extent not covered by insurance.
- d. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor may agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties, except in cases in which the Employer's physician determines that the employee's return to work may endanger other employees or the public, in which case the Employer physician's determination shall control. The expense of any third physician shall be shared equally by the Employer and the employee, to the extent not covered by insurance.
- e. On the basis of such an examination under this Section, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.
- e. Drug Testing. The Employer reserves the right to request an employee to take a test for illegal drug use in the event the Employer has a reasonable suspicion of such use. Failure to submit to such a drug test will be grounds for termination of employment. The Employer shall notify the Unit Chapter Chairperson whenever an employee is requested to take a drug test, unless the employee requests, in writing, that no such notification occur.

Section 18.12. Subcontracting. Notwithstanding any other contrary provision in this contract, the Board reserves the right to subcontract at any time bargaining unit work; to purchase

any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have the work performed by others. Prior to subcontracting bargaining unit work, the Board shall provide thirty (30) calendar days notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting are not offered other employment by the time of severance, then under such circumstances, the Employer shall provide four (4) weeks' severance pay to that employee(s).

Section 18.13. Grant Funded Positions, Temporary Employees Work Assignments.

- a. The Board reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, Youth Corp., prisoner work release persons, etc. Also, the Board may use jail inmates to do bargaining unit work. Such persons shall not be covered by this contract and shall not be used in such a manner as to replace or displace bargaining unit employees.
- b. Department Heads and supervisors may perform bargaining unit work at any time. The Employer shall not layoff bargaining unit employees and hire supervisors to perform the laid-off employees' work.

XIX. WAIVER

Section 19.0. Waiver Clause. It is the intent of the parties hereto the provisions of this Agreement, which supersedes all prior agreements, written or oral, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

The parties acknowledge 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 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 agree 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 or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

XX. DURATION

Section 20.0. Termination. This Agreement shall remain in full force until 12:01 a.m. December 31, 1998, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th 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 a notice of desire to terminate, unless before that date all subject of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alternation, negotiation, change, or any combination thereof.

XXL WAGES

Section 21.0. Roscommon Wage Scales - General Employee Unit: 35 Hour/Week Employees.

EFFECTIVE JANUARY 1, 1996

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Clerk-Typist	\$7.36	\$7.44	\$7.73	\$8.05	\$8.33	\$8.66
LEVEL 2 Deputy County Clerk Deputy Register of Deeds Deputy Treasurer Equalization Clerk Extension Secretary Housing Clerk Support Assistant	\$7.73	\$7.88	\$8.21	\$8.57	\$8.95	\$9.41
LEVEL 3 Sr. Deputy County Clerk Sr. Deputy Register of Deeds Sr. Deputy Treasurer Sr. Equalization Clerk	\$8.05	\$8.26	\$8.57	\$9.04	\$9.48	\$9.94
LEVEL 4 Accounting Clerk (Clerk's Office) Accounting Clerk (Treasurer's Office) Chief Equalization Clerk Legal Secretary	\$8.34	\$8.58	\$8.95	\$9.42	\$9.88	\$10.30
LEVEL 5 Chief Dep. Accounting Clerk Chief Deputy County Clerk Chief Dep. Equal. Clerk Chief Dep. Register of Deeds Chief Deputy Treasurer Sr. Legal Secretary	\$8.66	\$8.87	\$9.33	\$9.80	\$10.24	\$10.63

EFFECTIVE JANUARY 1, 1997

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Clerk-Typist	\$7.58	\$7.66	\$7.96	\$8.29	\$8.58	\$8.92
LEVEL 2 Deputy County Clerk Deputy Register of Deeds Deputy Treasurer Equalization Clerk Extension Secretary Housing Clerk Support Assistant	\$7.96	\$8.12	\$8.45	\$8.83	\$9.22	\$9.69
LEVEL 3 Sr. Deputy County Clerk Sr. Deputy Register of Deeds Sr. Deputy Treasurer Sr. Equalization Clerk	\$8.29	\$8.51	\$8.83	\$9.31	\$9.77	\$10.24
LEVEL 4 Accounting Clerk (Clerk's Office) Accounting Clerk (Treasurer's Office) Chief Equalization Clerk Legal Secretary	\$8.59	\$8.84	\$9.22	\$9.71	\$10.18	\$10.60
LEVEL 5 Chief Dep. Accounting Clerk Chief Deputy County Clerk Chief Dep. Equal. Clerk Chief Dep. Register of Deeds Chief Deputy Treasurer Sr. Legal Secretary	\$8.92	\$9.14	\$9.61	\$10.09	\$10.55	\$10.95

EFFECTIVE JANUARY 1, 1998

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Clerk-Typist	\$7.81	\$7.89	\$8.20	\$8.54	\$8.84	\$9.19
LEVEL 2 Deputy County Clerk Deputy Register of Deeds Deputy Treasurer Equalization Clerk Extension Secretary Housing Clerk Support Assistant	\$8.20	\$8.36	\$8.71	\$9.09	\$9.50	\$9.99
LEVEL 3 Sr. Deputy County Clerk Sr. Deputy Register of Deeds Sr. Deputy Treasurer Sr. Equalization Clerk	\$8.54	\$8.76	\$9.09	\$9.59	\$10.06	\$10.55
LEVEL 4 Accounting Clerk (Clerk's Office) Accounting Clerk (Treasurer's Office) Chief Equalization Clerk Legal Secretary	\$8.85	\$9.10	\$9.50	\$10.00	\$10.48	\$10.92
LEVEL 5 Chief Dep. Accounting Clerk Chief Deputy County Clerk Chief Dep. Equal. Clerk Chief Dep. Register of Deeds Chief Deputy Treasurer Sr. Legal Secretary	\$9.19	\$9.41	\$9.90	\$10.39	\$10.87	\$11.28

Section 21.1. Roscommon General Unit: 40 Hour/Week Employees.

EFFECTIVE JANUARY 1, 1996

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Custodian	\$7.27	\$7.34	\$7.63	\$7.96	\$8.24	\$8.57
LEVEL 2 Custodian/Maintenance	\$7.63	\$7.80	\$8.11	\$8.48	\$8.86	\$9.32
LEVEL 3 Lead Custodian/ Maintenance	\$7.96	\$8.17	\$8.48	\$8.94	\$9.40	\$9.85
LEVEL 4 Senior Lead Custodian/ Maintenance	\$8.25	\$8.25	\$8.49	\$9.11	\$9.58	\$10.20
LEVEL 5 Chief Custodian/ Maintenance	\$8.57	\$8.79	\$9.24	\$9.70	\$10.15	\$10.54

EFFECTIVE JANUARY 1, 1997

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Custodian	\$7.49	\$7.56	\$7.86	\$8.19	\$8.48	\$8.83
LEVEL 2 Custodian/Maintenance	\$7.86	\$8.03	\$8.36	\$8.73	\$9.13	\$9.60
LEVEL 3 Lead Custodian/ Maintenance	\$8.19	\$8.42	\$8.73	\$9.21	\$9.68	\$10.14
LEVEL 4 Senior Lead Custodian/ Maintenance	\$8.49	\$8.49	\$8.74	\$9.47	\$9.96	\$10.51
LEVEL 5 Chief Custodian/ Maintenance	\$8.83	\$9.05	\$9.51	\$9.99	\$10.45	\$10.85

EFFECTIVE JANUARY 1, 1998

	Start	3 Mths	1 Year	2 Years	3 Years	4 Years
LEVEL 1 Custodian	\$7.71	\$7.79	\$8.10	\$8.44	\$8.74	\$9.09
LEVEL 2 Custodian/Maintenance	\$8.10	\$8.28	\$8.61	\$8.99	\$9.40	\$9.89
LEVEL 3 Lead Custodian/ Maintenance	\$8.44	\$8.67	\$8.99	\$9.49	\$9.97	\$10.45
LEVEL 4 Senior Lead Custodian/ Maintenance	\$8.75	\$8.75	\$9.00	\$9.85	\$10.36	\$10.82
LEVEL 5 Chief Custodian/ Maintenance	\$9.09	\$9.32	\$9.80	\$10.29	\$10.77	\$11.18

Section 21.2. Step Level. Increment pay increases shall be added to the eligible employee's wages, on the employee's anniversary date, to be included in the first pay check following the employee's anniversary.


Section 21.3. Employees whose classifications are at a pay Level 2 or Level 3 and who meet the following time requirements may, at the discretion of the Employer, be reclassified to an appropriate Senior position at the next pay level.


1. Have completed six (6) years full-time employment with the County of Roscommon.
2. Have completed four (4) years full-time employment within their current classification.

Section 21.4. Clerk-Typist may, at the discretion of the Employer, be reclassified to an appropriate level 2 clerical position at a step commensurate with their length of service.


Section 21.5. Custodians may, at the discretion of the Employer, be reclassified to Senior Custodian position at a step commensurate with their length of service.

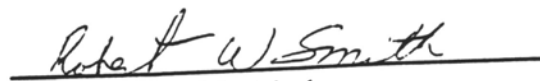
FOR THE UNION:



Leonard J. Defenbaugh
Staff Representative, AFSCME

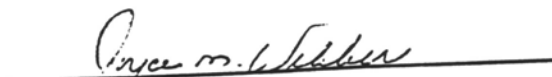

Connie Miller, Chairperson

FOR THE EMPLOYER:


Richard Kobman, Chairperson
Roscommon County Board of Commissioners


Robert W. Smith, Clerk


Daniel L. Sutton, Prosecutor


Joyce M. Webber, Treasurer

Dated this 22 day of March, 1996.