

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January A.D., 2008, by and between the COUNTY OF ARENAC and its elected officials on behalf of their respective departments, located at Standish, Michigan, party of the first part (hereinafter termed the "Employer") and the UNITED STEELWORKERS, AFL-CIO•CLC, on behalf of LOCAL UNION 15157-15, party of the second part (hereinafter called the "Union").

WHEREAS, the Employer is a public employer and is engaged in furnishing essential public services vital to the Government of Arenac County; and

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

WHEREAS, both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to fulfill this responsibility, with the intention and desire to foster and promote sound, stable and peaceful relations between the Employer and its employees, and to that end the parties have reached an understanding governing the conditions of employment being mindful of the fact that neither the Employer nor the elected department heads may abdicate or bargain away their constitutional or legislative discretion; and

WHEREAS, it is the further intent and desire of the parties hereto to establish an orderly relationship between the Employer and the employees so that grievances and complaints may be settled in a quick and satisfactory manner so that services to the public shall not be disrupted.

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

ARTICLE I RECOGNITION, UNION SECURITY

Section 1: Recognition

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective bargaining with respect to hours, wages, and working conditions of all employees employed by Arenac County in the Arenac County Buildings, but excluding Court Employees, Sheriff's Department employees, supervisors, and all other employees as determined by consent agreement under date of May 20, 1974, by order of the Employment Relations Commission.

Section 2: No Discrimination

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

Section 3: Contracting Out

It shall be the policy of the Employer not to contract work out that is normally done by Union employees if such contracting out would result in a reduction in the number of employees in the bargaining unit.

**ARTICLE II
UNION MEMBERSHIP AND CHECK-OFF**

The Employer agrees that all employees in the bargaining unit shall either be members in good standing of the Union or pay a service charge in an amount to be determined by the Union in accordance with the law. This provision shall be a condition of employment and no employee shall be retained by the Employer beyond the employee's probationary period unless the employee either becomes a member of the Union, or pays a service charge as specified below. For current employees such payments shall commence thirty (30) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty (30) days following the date of employment.

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization, the Employer agrees to deduct the monthly service fee as designated in said authorization. Said deduction shall be made one-half (1/2) from the first pay of each month and one-half (1/2) from the second pay of each month.

With respect to all the sums deducted pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fees, deductions shall be remitted to the International Secretary-Treasurer for the Union on a monthly basis, at the address provided by the United Steelworkers. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorizations furnished to the Employer by the Union, or for the purpose of complying with any provisions of this Article.

ARTICLE III UNION RESPONSIBILITY

Section 1: Agreement Observed

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

Section 2: Performance of Duties

The parties hereto recognize that the employees covered by this Agreement are subject to the Public Employment Relations Act (P.A. 1947, No. 336, as amended) and the Union agrees that during the life of this Agreement neither it nor its officers, representatives, nor its members will for any reason directly or indirectly call, sanction, encourage or otherwise permit any employee to willfully absent himself from his position or abstain in whole or in part from the full, faithful and proper performance of his duties for the purpose of inducing, influencing or coercing the Employer to change or otherwise act on any of the conditions or compensations or rights, privileges, or obligations of employment. Any employee engaging in conduct prohibited by said Act may, according to the terms of the Act, be disciplined or discharged by the Employer, and any such discipline or discharge shall not be subject to challenge through the collective bargaining agreement grievance procedure or elsewhere.

ARTICLE IV RIGHTS OF THE EMPLOYER

Subject to the provisions of this Agreement and the rights of the employees and the Union herein set forth, it is recognized by the parties hereto that the Employer, on its own behalf, on behalf of the department heads who are elected and on behalf of the electors of Arenac County, hereby retains and reserves unto itself and to the department heads, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in the Employer and the elected department heads, by the laws and constitution of the State of Michigan and the United States, including, but without limiting the generality of the foregoing rights to:

1. Manage and control the Arenac County Governmental System, its properties, facilities and personnel;
2. Direct the work of its employees;
3. Hire, promote, assign, transfer, and retain employees in positions with the County employment;

4. Demote, suspend, or discharge employees for proper cause;
5. Maintain the efficiency of governmental operations;
6. Relieve employees from duties because of lack of work or other legitimate reasons;
7. Take action as may be necessary to carry out the missions of the County Government in emergencies; and
8. Determine the methods, means and personnel by which operations are to be carried on.

The exercise of the foregoing power, rights, authority, duties, and responsibilities by the Employer, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Special conferences for important matters will be arranged between the Unit President of the Union and the Employer and Employer's legal counsel or its designated representatives, upon request of either party and agreement of both parties. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included on the agenda. The members of the Union shall not lose time or pay for the time spent in such special conferences. This meeting may be attended by a representative of the International Union.

ARTICLE V EMPLOYEES DEFINED

Section 1: Probationary Employees

An employee shall be considered on probation for the first ninety (90) workdays of continuous employment. The Employer has the right to extend the probationary period of an employee upon agreement with the Union. However, 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. 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 only. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire, he/she shall be deemed a regular employee, become subject to the benefits and obligation of this Agreement and shall be credited with the employment period in computing benefits otherwise provided in this Agreement. Within ten (10) working days after a new bargaining unit employee is hired, the Employer will notify the Unit President in writing of the name, position, date of hire, and rate of pay of the new employee.

Section 2: Definitions

The terms “employee” and “employees” when used in this Agreement shall refer to and include only those full-time and part-time employees who are employed in the collective bargaining unit as set forth in Article I. For purposes of this Agreement, the following definitions are applicable:

- a. Full-Time Employee:** A full-time employee is an employee who is regularly scheduled to work the official thirty-five (35) hours a week workweek 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 twenty (20) or more hours a week, but less than the official thirty-five (35) hours a week workweek in a position classified by the Employer.
- c. Special Part-Time Employees:** An employee regularly scheduled to work less than twenty (20) but more than ffourteen(14) hours per week on a regular schedule shall be considered a special part-time employee. Employees working fourteen (14) hours or less per week 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.

Section 3: Substitute Employee

A substitute employee shall be one who is employed on a temporary basis to fill a vacancy created by a regular employee who, under the terms of this Agreement is on a personal or medical sick leave of absence or other approved leave not to exceed two (2) years, or length of seniority, whichever is less, and whose employment will terminate upon the return of the regular employee to that position.

Section 4: Temporary Employee

A temporary employee is one who is not filling a vacancy but who is employed on a temporary basis due to the need of extra help. Temporary employees shall not be employed for a period of time that exceeds seventy-five (75) working days unless a mutually extended period of time has been agreed to between the Union and the Employer.

Section 5: Substitute and Temporary Employees

Substitute and temporary employees will not be covered by the terms of this Agreement, however, they shall not be used in such a manner as to permanently replace or displace bargaining unit employees.

ARTICLE VI
PROMOTIONS, LAY-OFF OR TRANSFERS, SENIORITY

Section 1: Job Posting

The parties recognize that promotional opportunity and job security in event of promotions, lay off and recalls should increase in proportion to the length of continuous service, and that in the administration of this Agreement that intent will be that wherever practicable and not in conflict with the Constitution and laws of the State of Michigan, full consideration shall be given continuous service in such cases.

When a permanent job vacancy occurs in any department, the Employer will post a notice within five (5) working days on the bulletin boards giving all employees an opportunity of making application for the job by filling out the appropriate application form. Said notice shall be posted for a period of three (3) working days. The job posting notice will show the classification, required qualifications, and rate for the job vacancy. Vacancies within the bargaining unit shall be filled on the basis of posted qualifications in each department with seniority to rule, when equally qualified. Where ability is relatively equal, seniority will be the governing factor. During the bidding period, the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a change of classification shall be given forty-five (45) working days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job within said period, or wishes to withdraw from said job, he shall be returned to the previous or equal position without loss of seniority. If an employee is required by the Employer to return to their former position as provided above, it shall not be grievable.

The Employer is to provide the Unit President with a copy of any job posting prior to posting same.

Section 2: Rate Adjustment

- a. In case of permanent transfer (job award) to a position with a higher rate of pay, an employee shall receive the higher rate of pay as of the date of transfer.
- b. If an employee accepts a transfer to a job paying a lower hourly rate, in lieu of lay off, he shall receive the lower rate of the new job.

Section 3: Temporary Transfers

- a. Temporary transfers within or between departments are those which are for a period of less than forty-five (45) working days.
- b. Temporary transfers of employees may be made by the Employer within or between departments without making pay adjustments for five (5) working days.
- c. Temporary transfer employees still working within or between departments after the initial five (5) days will receive their rate or the rate of the temporarily transferred

job, whichever is higher, provided they perform the majority of the duties of the higher paid job. In no case shall there be a reduction in pay rates.

Section 4: Seniority Date

Subject to the probationary period of Article V, Section 1, an employee shall have seniority date as of their most recent date of hire.

Section 5: Termination of Seniority

An employee's seniority and employment shall terminate upon the occurrence of any of the following:

- a. Voluntary quitting or failure to return from an authorized Leave of Absence,
- b. Discharge for just cause,
- c. Lay off for a continuous period in excess of two (2) years, or length of seniority, whichever is less,
- d. Absence due to being on paid disability leave for a continuous period in excess of two (2) years or length of seniority, whichever is less,
- e. Absence from work for a period of three (3) consecutive scheduled workdays without notification to the Employer or an Employer representative during such period of the reason for the absence,
- f. Failure to report for work upon recall from layoff within five (5) scheduled workdays after notice to report for work is sent by registered or certified mail or telegram to the employee's last address on file with the Employer,
- g. Retirement,
- h. The employee falsifies their employment application or intentionally falsifies other Employer records,
- i. He/she is convicted or pleads guilty or nolo contendere to a felony or any work related misdemeanor, excluding traffic violations, and
- 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 to work during the County normal work hours.

Section 6: Seniority List

- a. The seniority list will show the names and seniority dates of all employees in the unit entitled to seniority.

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- b. The Employer will keep the seniority list up to date at all times and will provide the Unit President with up-to-date copies upon request and shall post the same and provide a copy to the unit employees, at least annually. Any objections by employees to their placement on such seniority list shall be made within thirty (30) calendar days from date the seniority list is posted.

Section 7: Layoff

- a. The word “layoff” means a reduction in the work force.
- b. Employees shall be laid off according to the following procedure:
 - 1. Substitute, temporary, probationary, special part-time, regular part-time, employees within the affected classification within the affected Department will be laid off in that order.
 - 2. Thereafter, regular full-time employees within the classification within the affected Department will be laid off by inverse order of 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.
- c. **Bumping:** Upon being laid off from his/her classification, a regular full-time or regular part-time employee may bump lower seniority employees under the following conditions:
 - 1. Employees who are unable to retain a position in their Department/classification may exercise their authority to bump a lesser seniority employee in a different Department but within the same or different classification but if they can immediately perform the work.
 - 2. Employees who change classifications in lieu of layoff shall be paid the wage level for the new classification and will receive benefits in accordance with the years of service.
 - 3. A bumping part-time employee may not bump a full-time employee, except that a former full-time employee, who is working part-time hours through a partial layoff under this Article, may bump a full-time employee.
 - 4. The bumping employee must have more bargaining unit seniority than the employee in the position who is being bumped.
 - 5. The bumping employee must possess the necessary skills, experience, certifications and job qualifications which will qualify the employee to perform the work adequately with minimal instructions.
 - 6. The bumping shall not apply in cases of temporary layoff which do not exceed ten (10) working days.

7. An employee wishing to exercise his/her bumping rights must inform the new Department Head or his/her designee, of his/her decision to bump in writing within two (2) working days from the date of receipt of the layoff notification. The bumped employee shall have the same bumping rights as the laid-off employee, seniority permitting, and must be given at least two (2) working days notification of his/her layoff due to being bumped.
- d. Employees to be laid off for an indefinite period of time will have at least ten (10) calendar days notice of such layoff. The President shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.
- e. Substitutes and temporary 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.
- f. 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 two (10) work days.
- g. It is understood and agreed that the County Board of Commissioners has the sole right to select the classifications(s) and department(s) in which the layoff(s) will take place.
- h. Employees laid-off pursuant to this Article will have the option of taking their earned vacation days and unused personal leave 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 Employer 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.
- j. 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 five (5) working 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 list.

ARTICLE VII GRIEVANCE PROCEDURE

Section 1: Grievance Investigation

Upon receiving permission from their Department Heads, Grievance Committee Members, without loss of time or pay, may investigate and present grievances to the Employer when such need arises.

Section 2: Definition

“Grievance” as used in this Agreement is limited to a complaint which involves the interpretation or application of, or compliance with, the provisions of this Agreement.

Section 3: Settlements

All grievances, disputes or complaints arising under and during the term of this Agreement shall be settled in accordance with the procedure herein provided. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. All resolutions of economic grievances at Steps 1 or 2 must be approved by the County Board of Commissioners before they are binding on the Employer.

Section 4: Procedure

Should any grievance, dispute or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle such promptly through the following steps:

Step 1: Any employee having a grievance, or one designated member of a group having a grievance, shall first discuss it with his or her Department Head with a member of the Grievance Committee present, within ten (10) working days of the occurrence or knowledge of the grievance. In the absence of a Department Head, the grievance may be discussed with the Personnel Committee Liaison.

Step 2: Any grievance, which has not been adjusted in Step 1, shall be reduced to writing, signed by the employee involved and discussed by the employee, the Grievance Committee and the Department Head within ten (10) working days of the informal conference as in Step 1. Within ten (10) working days from the date of the conference, the Department Head shall answer the grievance in writing and deliver a copy to the grievant and to the Grievance Committee.

Step 3: For any grievance not resolved in Steps 1 and 2, the employee must take his/her grievance up to the Union Grievance Committee. If the Union Grievance Committee agrees that further appeal is warranted, the employee must submit his/her grievance in writing together with copies of the grievance and answer required in Step 2 to the Board of Commissioners or a committee designated to hear grievances. This grievance must be approved for submission to the Board

by the Bargaining Committee of the Union. This grievance must be submitted to the Commission or designated Committee within fifteen (15) working days following the date of the answer received from the Department Head in writing. If the grievance is to be heard by the Board of Commissioners, they shall provide time at their next regular meeting, or at a time and date mutually agreed to by the parties, following receipt of the written grievance to hear the employee and a representative of the Bargaining Committee selected by the employee and a representative of the International Union to appear with the employee. The Board of Commissioners shall submit their answer to the grievance in writing addressed to the representative of the Bargaining Committee who was present at the Step 3 meeting within fifteen (15) working days after hearing the grievance.

Step 3A: **Mediation.** In lieu of requesting the appointment of an arbitrator, after Step 3, either party may request non-binding mediation with State of Michigan Department of Labor. Either party shall have fifteen (15) working days following the decision in Step 3 to make a written demand for mediation. If the recommendation of the mediator is rejected, the parties have fifteen (15) working days from the date of the mediator's recommendation to request arbitration.

Step 4: In the event the grievance shall not have been satisfactorily settled, the matter may then be referred within fifteen (15) working days from the Commission's answer in Step 3 to an arbitrator to be appointed by mutual agreement of the parties hereto. If the parties cannot agree as to the arbitrator, he shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules, which shall likewise govern the arbitration hearing. Neither party shall be permitted to insert in such arbitration proceeding any issues which have not been set forth in the original grievance. The arbitrator shall have no power to alter or add to or subtract from the terms of this Agreement. The arbitrator will be without power or authority to make any decision which requires the commission of any act prohibited by law or which is in violation of the terms of this Agreement. An arbitration hearing will be held which both parties will be privileged to attend. Each party may present the testimony of witnesses and any pertinent written evidence. The cost of the arbitrator shall be borne equally by the Employer and the Union. The decision of the arbitrator shall be binding on the Employer and the Union.

Section 5: Time Computation

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

Section 6: 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 Union shall have the right to appeal the grievance to the next step, without a

response. 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 7: Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory schemes 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.

ARTICLE VIII DISCIPLINE AND DISCHARGE

The parties agree that discipline and discharge under this Agreement will be for just cause. Any employee or group of employees who are called into any office for the purpose of discipline may request the presence of a Union representative and such request will not be denied. Employees will not be disciplined or reprimanded in the presence of the public or employees (excluding Union representatives). The purpose of any discipline administered will be to correct the situation. No disciplinary action, up to, written reprimand that is over twelve (12) months, or eighteen (18) months in the case of disciplinary actions of more than written reprimands, may be considered or kept in the employee's file. All records of formal discipline shall be maintained in the employee's personnel file. An employee shall have one official personnel file, which will be kept in a locked cabinet and maintained by the Employer's designee. All employees shall be entitled to review or receive a copy of their personnel file in accordance with state law.

In the event an employee is discharged, a written notice citing the reasons for the termination will be provided to that employee and the Union. If a grievance is filed, it will begin at Step 2.

ARTICLE IX WORKING HOURS

Section 1: Intent

The provisions of this Article are intended to provide for the normal hours of work and shall not be construed as a guarantee against a layoff in accord with Article VI.

Section 2: Normal Workweek and Workday

- a. Seven (7) hours of work shall constitute a normal day's work. The regular workweek for all employees shall consist of thirty-five (35) hours to be worked at the rate of seven (7) hours per day, starting Monday and ending Friday. Each workday commencing Monday through Friday of each week shall begin at 9:00 a.m. and conclude at 4:30 p.m. All employees shall punch in on the time clock situated in the employee's break room. There shall be no change in the normal workday or workweek except by mutual consent of the parties of this Agreement.
- b. Flex Time: Elected Officials/Department Heads may use flex time within their office, for Steelworkers bargaining unit members when the Department Head/Elected Official initiates and feels there is justification for doing so and their office hours are maintained for the convenience of the general public. Flex time is defined as a regular workday, but something other than 9:00 a.m. to 4:30 p.m.: 7:30 a.m. to 3:00 p.m. / 11:00 a.m. to 6:30 p.m. could be used, but NOT 7:30 a.m. to 11:00 a.m. and 2:30 p.m. to 6:30 p.m. in the same day. The Union is to be notified in writing prior to the utilization of flex time.

Section 3: Pay and Statements

All employees covered by this Agreement shall be paid in full for each work period. Each employee shall be provided with an itemized statement of his or her earnings and of all deduction made for any purpose, upon request of individual employees or Union representatives.

Section 4: Overtime / Compensatory Time / Premiums

- a. **Overtime.** If and when an employee is required by the Department Head/Elected Officials to work overtime, as much advance notice as possible under the given situation must be given to the employee by the Department Head/Elected Officials. Overtime will be distributed as equally as practicable among eligible employees. Employees must receive written approval of their Department Head/Elected Official to work overtime, which approval will be then attached to the submitted time sheets. Time cards will constitute sufficient records for overtime. Overtime shall be figured at one and one half (1½) times the working hours in excess of the eight (8) hours in a workday. Overtime shall be computed to the nearest six (6) minute increment. This subsection is meant to comply with all provisions of the Fair Labor Standards Act.
- b. **Compensatory Time.** The employees and Department Head/Elected Officials may agree to compensatory time off instead of overtime. Such time off shall be earned and paid at time and one-half (1½) for all hours worked in excess of forty (40) hours per week worked or eight (8) hours in a workday. An employee wishing to take time off by using accrued compensatory time must have prior approval from the Department Head/Elected Official before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory

time may be accumulated to a maximum of forty (40) hours. Any unused compensatory time accumulated as of December 1 of each year will be paid off by the County within the first full payroll period of December. Use of compensatory time shall not be counted for purposes of overtime.

- c. **Premiums.** For employees working on Saturday; wages shall be figured at one and one-half (1½) times the hours worked, and on Sundays and contractually recognized holidays, it shall be figured at two (2) times, with remuneration for services to be paid with bi-weekly salary.
- 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.

Section 5: Breaks / Lunch Period

All employees shall receive a one-half (½) hour unpaid lunch period and shall receive two (2) fifteen (15) minute work breaks; one to be taken in the forenoon and one in the afternoon at times approved by the respective Department Heads/Elected Officials to assure the orderly and uninterrupted operations and function of the Department.

Section 6: Benefits

The Employer will pay health, dental and optical for all employees working an average of thirty-five (35) hours per week or more. Regular part-time employees working less than thirty-five (35) hours per week will receive health, dental, and optical up to the County paid single subscriber premium amount and shall receive pro-rata time on all other benefits according to the contract. Special part-time employees will be compensated by wages only.

ARTICLE X HOLIDAYS

Section 1: Recognized Holidays

Employees shall be granted the following holidays:

New Year's Day	Veterans' Day
Martin Luther King Day	Thanksgiving Day
President's Day	Friday after Thanksgiving Day
Good Friday	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	

Section 2: Saturday or Sunday Holidays

When any of the above mentioned holidays fall on Sunday, it will be celebrated on Monday and if any of the above mentioned holidays fall on a Saturday, it will be celebrated on the preceding Friday, or in the event employees are required to work that Friday, they shall receive seven (7) hours of holiday pay. If the holiday falls on a Sunday and Monday (Christmas Eve and Christmas day: New Year's Eve and New Year's Day) then the employee shall be given the Monday and following Tuesday off. If the holiday falls on a Friday and Saturday (Christmas Eve and Christmas Day: New Year's Eve and New Year's day), the employee shall be given Thursday and Friday off. To be eligible for holiday pay, the employee must work the regular working day before and the regular day after the holiday, unless on vacation or off with permission of the supervisor. If a holiday is observed during an employee's vacation period, the holiday shall not be considered a vacation day but shall be taken off as a holiday and the employee shall then receive an additional day off with pay.

Section 3: Personal Leave Days

- a. Three (3) Personal Leave Days shall be granted with advance approval of the Department Head/Elected Officials.
- b. No accumulation of Personal Leave Days will be allowed.
- c. In the case of death of an employee, their estate will be paid for the unused Personal Leave Days during that calendar year only.

Section 4: Use of Holidays and Personal Leave Days

Any use of or payment for holidays or personal leave days shall not be counted for purposes of overtime.

**ARTICLE XI
VACATIONS**

Section 1: Vacation Time

All regular full-time employees shall be entitled to vacation time with pay under the following schedule:

- a. After one (1) year but less than six (6) years = ten (10) days
- b. In addition to the above ten (10) days, merit vacation is credited for consecutive years of service and computed from the anniversary date of hire as follows:

6 years	10 days plus	1 merit day
7 years	10 days plus	2 merit days
8 years	10 days plus	3 merit days

9 years	10 days plus	4 merit days
10 years	10 days plus	5 merit days
11 years	10 days plus	6 merit days
12 years	10 days plus	7 merit days
13 years	10 days plus	8 merit days
14 years	10 days plus	9 merit days
15 years	10 days plus	10 merit days
16 years	10 days plus	11 merit days
17 years	10 days plus	12 merit days
18 years	10 days plus	13 merit days
19 years	10 days plus	14 merit days
20 years	10 days plus	15 merit days
20+ years	10 days plus	15 merit days

Section 2: Maximum Accumulation

Employees may accumulate vacation periods up to and including thirty (30) days vacation, provided that all employees with less than ten (10) years of service must take at least five (5) vacation days each and every calendar year, and employees with ten (10) or more years of service must take at least ten (10) vacation days each and every calendar year. Employees may carry over up to thirty (30) vacation days into the next year, but any unused vacation days in excess of thirty (30) days upon an employee's anniversary date of hire shall be paid one hundred percent (100%) the excess amount over thirty (30) days. However, no employee shall take more vacation leave than has been accumulated and vacation in excess of twenty (20) days shall require written approval of the Department Head/Elected Officials and the Board of Commissioners.

Section 3: Vacation Credit, On-the-Job Disability

Employees who lose time due to on-the-job disability up to a maximum of one (1) year shall receive their vacation as though the time was worked.

Section 4: Unused Vacation Payoff

In case of retirement, resignation, discharge or death of an employee, he/she or their estate will be paid for the unused vacation days, which have accumulated to his/her credit, on a pro-rata monthly basis.

Section 5: Scheduling

Vacation schedules will be worked out as far in advance as possible, with Department Heads/Elected Officials. To accomplish this and to consider the wishes of senior employees, each year on or before the 30th of March, vacation requests shall be submitted and seniority shall be the main consideration in preference for vacation requests. Senior employees who fail to submit vacation requests to the Department Head/Elected Officials before March 30th will then be allowed vacation leave only when the number of employees remaining in one department at one time will be sufficient to insure the services rendered by the group. In the event an employee becomes disabled on vacation, (and provides a doctor's certificate verifying

the number of days sick), he/she shall be placed on sick leave accordingly and the vacation shall be rescheduled.

Section 6: Smallest Increment

No vacation will be allowed in less than one hour increments.

Section 7: Regular Part-Time Employees

Regular part-time employees shall receive vacation credit equal to the months employed by the County, multiplied by the percentage that the number of hours worked per week bears to thirty-five (35).

Section 8: Vacation Usage

Any usage of or payment for vacation time shall not be counted for purposes of overtime.

**ARTICLE XII
FUNERAL LEAVE AND COURT LEAVE**

Section 1: Funeral Leave

In case of death of an employee's parent, spouse, child, sister, brother, mother-in-law, father-in-law, grandparent, or grandchild; an employee will be granted a leave of absence with pay for a period not to exceed three (3) days. In the event of death of employee's brother-in-law, sister-in-law, daughter-in-law, son-in-law, uncle, aunt, niece, or nephew; an employee will be granted a leave of absence with pay for a period not to exceed one (1) day for the purpose of attending the funeral. Additionally, time shall be granted for extenuating circumstances with the approval of the Department Head and/or Elected Official. In any case, total paid leave is not to exceed three (3) consecutive working days.

Section 2: Jury Duty

Any employee required to serve on jury duty will suffer no loss of pay but will be paid the difference between jury pay and their regular pay. The employee shall submit proof to his Department Head that he/she is required to serve on the jury, proof of the amount of pay received by the employee for jury duty, and proof of the number of hours lost from work as a result.

Section 3: Usage:

Any usage of or payment for funeral leave or court time shall not be counted for purposes of overtime.

ARTICLE XIII LEAVES OF ABSENCE

Section 1: Request for Personal Leave

Personal leaves of absence may be granted at the discretion and approval of the Department Head/Elected Officials and the Board of Commissioners. Each request for a personal leave of absence will be made in writing, signed by the employee and submitted to the Department Head/Elected Officials and the Board of Commissioners setting forth the reason or reasons for the requested leave, the total time requested, the commencement and termination dates.

Section 2: Medical Leave (including maternity and disability)

Upon exhaustion of paid sick leave credits, the employee may apply for and will be granted an unpaid medical leave to the extent allowed by this Article. The employee may be required to furnish a statement from his/her doctor to the Department Head/Elected Officials and Board of Commissioners for what length of time he/she may safely remain at her job before being granted a medical leave of absence. A medical leave of absence will end after the end of the disability or illness, which shall be at the time indicated by the doctor if a doctor's statement is required, but not to exceed the time permitted under Article VI, Section 5, Termination of Seniority. If leave is to exceed three (3) months, monthly medical reports are to be submitted to the Department Head/Elected Officials.

Section 3: Pay and Seniority

All leaves of absence granted under this Article shall be (1) without pay, except for such insurance or sick benefits as have been otherwise provided in this Agreement; and (2) without the accumulation of seniority or otherwise accounting of time for any other provisions of this Agreement.

Section 4: Return from Medical Leave

When an employee returns to work from medical leave (including maternity and disability) prior to loss of seniority under Article VI, Section 5, Termination of Seniority, they will be reinstated within two (2) weeks following presentment of a medical release to the Department Head/Elected Officials signed by the employee's attending physician.

Section 5: Federal Family and Medical Leave Act (FMLA)

The Employer, the Union and the employees reserve all rights they may have under the FMLA.

ARTICLE XIV UNION LEAVES

SECTION 1: Granting of Leave

The Employer agrees to grant necessary and reasonable time off without pay, not to exceed five (5) days, without discrimination or loss of seniority and without pay, to any employee (not to exceed one (1) employee per department at a time) designated by the Union to attend a labor convention or to serve in a capacity on other official Union business in connection with its relations with the Employer, provided one week's written notice is given to the Employer by the Union, specifying the name of the employee and the length of time they will be off work.

ARTICLE XV SICK LEAVE

Section 1: Earnings and Accumulation

Paid sick leave shall be granted to each employee after having been continuously in the employment of the Employer for a period of ninety (90) workdays on the basis of ten (10) days to be applied on the anniversary date of the employee. Such employee may accumulate sick leave days, without limit. There shall be no payment of any kind for sick leave accumulated after January 1, 2009. Any accumulated leave may only be utilized to supplement disability payments under the County's Income Protection Plan or in case all current sick leave days are exhausted.

Section 2: Sick Leave Use

Sick leave shall not be used for vacations but may be used for medical or dental treatment for the employee or the employee's spouse, parents, children and/or household members. No more than the actual time used, as recorded on the time clock shall be charged against the employee's sick leave accumulation record. Any usage of sick leave shall not be counted for purposes of overtime.

Section 3: Sick Leave During Leaves of Absence

No employee shall be eligible for or accumulate paid sick leave during a leave of absence, or paid sick leave and leave for worker's compensation, nor will sick leave credits accumulate during lay-off. When a laid off employee returns to work, their previous unused sick leave shall be placed to their credit.

Section 4: Payoff on Termination (For leave accrued prior to January 1, 2009)

Any employee leaving the employment of the County shall be paid one-third (1/3) of his/her accumulated sick leave except two-thirds (2/3) payment shall be made to employees with ten (10) years or more of service.

Section 5: Payoff on Death or Retirement (For leave accrued prior to January 1, 2009)

In case of death or retirement of an employee, payment of one hundred percent (100%) of their unused sick leave shall be paid to the employee or their estate, based upon their hourly rate, at the time of death or retirement.

Section 6: Worker's Compensation

Employees may apply accumulated paid sick leave to supplement Worker's Compensation payments but not to exceed what they would normally earn. Time lost due to being on Worker's Compensation will be considered as time worked.

**ARTICLE XVI
MEDICAL VERIFICATION**

The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer-designated physician to verify sickness, disability, or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third (3rd) physician will be selected to determine either the employee's sickness, disability, or the employee's ability to return to work; and that third (3rd) physician's opinion shall be binding on the employee, Employer, and the Union. The Employer shall pay the cost of seeing the Employer's physician and any third (3rd) physician if not covered by insurance.

**ARTICLE XVII
HOSPITALIZATION AND INSURANCE**

Section 1: Health Insurance

Subject to (2) below, the County agrees to pay-in-full hospitalization (Blue Cross and Blue Shield) insurance for all regular full-time employees and their dependents, and the single subscriber premium for regular part-time employees.

As soon as possible after ratification of this Agreement by both parties, the County will offer to the employees at least three (3) options for health care coverage, listed below. After initial enrollment, employees may change between the offered plan options once annually during the annual insurance open enrollment period.

Option 1: Suffix 05449-002

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred RX \$10/\$20, MOPD 2X; \$15 Office Call; Blue Cross Blue Shield Dental with Class 1, 100% -Class 2, 50% - Class 3, 50% -\$800 Maximum; Blue Cross Blue Shield Vision A 80 Plan 12/12/24, with 12 month lens and exam rider.

Option 2: Suffix 05449-005

Blue Cross Blue Shield Community Blue PPO Plan 1; Preferred RX \$15/30, PDXED, MOPD 2X; \$20 OV; Blue Cross Blue Shield Dental with Class 1, 50% - Class 2, 50% - Class 3, 50% - \$800 Maximum; Blue Vision /VSP 24/24/24.

Option 3: Suffix 09449-006

Blue Cross Blue Shield Community Blue PPO Plan 10; (\$250/\$500 deductible with 10% Co-insurance); Maximum \$500 Single/\$1000 Family; Preferred RX \$15/30, MOPD 2X, PD-XED; \$20 Office Call; Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 50% - Class 2, 50% - Class 3, 50%- \$800 Maximum; Blue Vision VSP Plan 24/24/24.

Option 4: Suffix 05449-004

Blue Cross Blue Shield Option Flex 2 HSA. (\$1250/\$2500 Deductible with 20% Copayto \$1000/\$2000 Maximum; with Preventative Care Benefit(100%, \$500 maximum), XVA, PD-XED, Step Therapy, Blue Cross Blue Shield Traditional Plus Dental Plan 1 with Class 1, 50%- Class 2, 50%- Class 3, 50%- \$800 Maximum; Blue Vision / VSP 24/24/24.

1. If an approved leave of absence is granted an employee, he/she may have the option to pay his/her Blue Cross and Blue Shield payments to keep their coverage intact to the extent permitted by the insurance carrier.
2. An employee may also add dependent continuation coverage provided the employee pays the full cost of this rider through payroll deduction.

Section 2: Premiums

Premiums. Effective upon ratification, the Employer's obligation under Section A of this Article for payment for hospitalization, dental and optical insurance for Options 1, 2, and 3 shall be limited in 2008 to:

Single	\$365.00 per month
Two-Person	\$747.18 per month
Full Family	\$896.64 per month

The Employer's obligation under this Article for payment for hospitalization, dental and optical insurance for Option 4 shall be the full cost of the premium for this plan minus the employee premium of \$38.46/single bi-weekly or \$76.92/Two-Person/Full Family bi-weekly. The Employer will also contribute a matching amount equal to the employees' share of the premium into an HSA account to be available to the employee to meet the deductible of the plan, being \$38.46/single bi-weekly and \$76.92/Two-Person/Full Family bi-weekly.

Effective December 1, 2008, the Employer shall pay any increases in the premium of the HSA plan (Option 4) up to the following amounts for the life of this Agreement. This increase shall also be applied to Options 1, 2 and 3. The amount of the maximum employer contribution is set forth below:

Single	\$410.00
Two-person	\$835.00
Family	\$1,000.00

Any increase in the premium of the Options beyond the above amounts during the life of this agreement shall be borne by the employee. In the event either party becomes aware of comparable coverage which would reduce the cost of health care, the parties agree to meet and discuss the possibility of changing coverage.

Section 3: Pay in Lieu Of

In lieu of medical, dental, and vision insurance benefits, an employee not covered by the County of Arenac Blue Cross/Blue Shield policy, may elect to receive compensation of \$2,500.00 (per year) with proof of other insurance (Company) coverage. In the event an employee and spouse are both employed by the County, a single in lieu of payment shall be made when both spouses decline coverage under the County's medical insurance plan. A new hire electing Pay in Lieu of will have the amount prorated in their first year by dividing \$2,500.00 by 12 months and multiplying by the number of months during which they worked in that first year.

Section 4: Retirement

Employees who retire from active employment and were immediately eligible for retirement benefits may continue to participate in the same health insurance, dental and optical insurance offered to the County's active employees by paying the premiums. Upon the retiree becoming eligible for Medicare coverage, the retiree's coverage shall be converted to a Medicare coordinated policy. The above retiree coverage is contingent upon the insurance carriers permitting retired employees participation at the retiree's cost.

Section 5: Life Insurance

The County agrees to pay in full, life insurance premiums for a \$25,000.00 policy with Accidental Death and Dismemberment provisions in the same amount for regular full-time and regular part-time employees.

**ARTICLE XVIII
PENSIONS**

Section 1: MERS Plan

The Employer shall provide employees with MERS B-3 Pension Plan / F55/25 rider at the Employer's cost.

Section 2: MERS Defined Contribution Retirement Plan

The Employer shall provide employees hired on or after January 1, 2006, with a MERS Defined Contribution Retirement Plan, currently provided by ICMA, in which the Employer shall contribute six percent (6%) and the employee has a voluntary contribution of three percent (3%) which the Employer shall match.

Section 3: Union

The Union shall have the right to present information on proposed changes in the Pension Plan well in advance of negotiating sessions.

**ARTICLE XIX
MILEAGE**

Section 1: Mileage Rate

The following reimbursement of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

1. The County shall provide a mileage allowance. The rate shall be the State of Michigan mileage rate. Any changes in the mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the State of Michigan announces such a change in writing.
2. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.

Section 2: Incidental Expenses

Incidental expenses while on County business shall be allowed when documented and consistent with the Employer's Travel Policy.

**ARTICLE XX
SAVINGS PROVISION**

Section 1: Unenforceable Term

If any term or provision of this Agreement is, at any time during the life of this Agreement, in conflict with any applicable valid State or Federal Law, such term or provision shall continue in effect only to the extent permitted by such law. If, at any time thereafter such term or provision is no longer in conflict with any Federal or State Law, such term or provision, as originally embodied in this Agreement shall be restored in full force and effect. If any term or provision of this Agreement is or becomes invalid or unenforceable, such invalidity or unenforceability shall not affect or impair any other term or provision of this Agreement.

Section 2: Negotiations for Replacement

In the event that any Article or Section is held invalid or enforcement of, or compliance with which, has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiation, upon the request of the Union, or the Employer,

for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

ARTICLE XXI NEGOTIATIONS

Contract negotiations will take place with the Employer, its Personnel Committee, or its appointed subcommittee. No more than three (3) employees will be on the Union Committee and no more than two (2) Commissioners will be on the County Committee.

ARTICLE XXII CONTINUOUS SERVICE BONUS

Section 1: Full-Time Employee

Full-time employee's annual continuous service bonus will be made in a lump sum, less applicable taxes, on the first pay after the employee's anniversary date, based on the effective date of hire, using the following schedule:

After Five (5) years	\$350.00
After Ten (10) years	\$520.00
After Fifteen (15) years	\$670.00
After Twenty (20) years	\$850.00

Section 2: Regular Part-Time Employees

Regular part-time employees shall receive continuous service credit equal to the months employed by the County multiplied by the percentage that the number of hours worked per week bears to thirty-five (35) hours.

ARTICLE XXIII DEDUCTIONS

Section 1: Political Action Fund

The Employer agrees that it will check-off and transmit to the Secretary-Treasurer of the United Steelworkers Political Action Fund (USWPAF) voluntary contributions to the USWPAF from the earnings of those employees who voluntarily authorize such contributions on forms provided for that purpose by the USWPAF. The amount and timing of such check-off deductions and the transmittal of such voluntary contributions shall be as specified in such forms and in conformance with any applicable State or Federal statute.

The signing of such USWPAF check-off form and the making of such voluntary annual contributions are not conditions of membership in the Union or of employment with the Employer.

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Section.

The United Steelworkers Political Action Fund supports various candidates for federal and other elective offices, is connected with the United Steelworkers, a labor organization, and solicits and accepts only voluntary contributions which are deposited in an account separate and segregated from the dues fund of the Union in its own fund raising efforts and in joint fund raising efforts with the AFL-CIO and its Committee of Political Education.

ARTICLE XXIV BARGAINING UNIT REPRESENTATION

Section 1: Union Representatives

The Employer recognizes the right of the Union to select or appoint Union representatives to assist employees in presenting any complaints or grievances they have to representatives of management. Union representatives shall receive only their regular pay while performing these duties. Any employee designated as a local union representative shall first attain seniority with the Employer.

Section 2: Written Notice

The Local Union shall advise the Employer, in writing, of their designated representatives and the Employer shall not be required to recognize or deal with any Union representatives other than the ones so designated.

Section 3: Representative's Authorization

The Local Union representatives so designated shall represent the employees and shall be authorized to resolve grievances on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the Employer, the Union and the employee.

Section 4: Grievance Adjustment

A Local Union representative shall first receive permission from his/her immediate supervisor to leave his/her workstation and shall report back promptly when his/her part in the grievance adjustment has been completed. The parties agree that the grievance procedure is intended to result in the speedy resolution of disputes. Therefore, neither party will take unreasonable or unnecessary amounts of time in handling disputes.

**ARTICLE XXV
“ME TOO” PROVISION**

Should the Employer in any subsequent action provide improvements in the pension or the Insurance Plans to other County employees, the Employer will discuss with the Union the possibility of granting such improvements to the members of the Union.

**ARTICLE XXVI
RELATED EMPLOYEES**

No department shall have within it any employees who are related as follows: Husband-Wife, parent-child, and brother-sister.

**ARTICLE XXVII
COUNTY EMPLOYEES**

Any reference to County Employees within this Agreement shall not include County Road Commission Employees.

**ARTICLE XXVIII
GENERAL PROVISIONS**

Section 1: Gender

All reference to employees in this Agreement designates both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

Section 2: Employee Information

It is responsibility of each and every employee to submit change in status form to the County Clerk's office.

Section 3: Captions

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

Section 4: Waiver

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 waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

Section 5: Amendments

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.

Section 6: Past Practices

There are no agreements, which are binding on any of the parties other than the written provisions contained in this Agreement.

Section 7: Binding Effect

The terms and conditions of this Agreement shall be binding upon the parties, and upon the bargaining unit employees and management, upon ratification of the Agreement by the bargaining unit members and by the Employer.

**ARTICLE XXIX
JOB DESCRIPTIONS, CLASSIFICATIONS, RECLASSIFICATIONS**

Within sixty (60) days following ratification, the parties agree to meet to begin jointly developing and maintaining job descriptions for all current classifications listed on the wage schedule. The Union and County will each appoint two (2) members from their respective sides to fulfill the duties described above.

**ARTICLE XXX
WORKING ENVIRONMENT**

The County agrees to provide all Employees with a safe and healthy work environment at all times. Any employee who has a concern in this regard should bring it to the attention of the Personnel Committee Liaison.

**ARTICLE XXXI
WORKMEN'S COMPENSATION**

The County agrees to establish policy and procedures for handling Workmen's Compensatory claims. A copy of established procedures will be given to the members.

ARTICLE XXXII
DURATION

This Agreement shall be and remain in full force and effect from January 1, 2008, and shall continue in full force and effect until December 31, 2010, and thereafter for successive one (1) year periods unless one of the parties hereto on or before the ninetieth (90th) day next preceding the anniversary date, shall notify the other party hereto in writing of its desire to modify same. A notice of a 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 or subsequent one (1) year period, whichever is the case, in accordance with applicable law, and in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof. Notwithstanding the foregoing, any employees who voluntarily or involuntarily terminate their employment prior to the date of ratification and execution of this Agreement by both parties will not receive salary or benefits retroactively.

ARENAC COUNTY

UNITED STEELWORKERS, AFL-CIO•CLC

Raymond Daniels, Chairperson
Arenac County Board of Commissioners

Leo W. Gerard, Int'l President

Ronald Branda
Arenac County Board of Commissioners

James D. English, Int'l Secretary-Treasurer

Joseph Sancimino
Arenac County Board of Commissioners

Thomas Conway, Int'l Vice-President

Curtis G. Broughton, County Prosecutor

Fred Redmond, Int'l Vice-President

Dennis Stawowy, County Treasurer

Michael H. Bolton, District 2 Director

Ricky Rockwell, County Clerk

Michael A. Flora, Staff Representative

Rose Smith, Register of Deeds

LOCAL UNION 15157-15

Drain Commissioner

Norma Curcio, Unit President

Committee Member

Committee Member

**ARENAC COUNTY LOCAL 15157
SENIORITY LIST**

EMPLOYEE	STARTING DATE
Renee M Foco	2/01/1985
Leotta M Bugleisi	1/23/1995
Diane K Cummings	4/24/1995
Kimberly K Rosebrugh	5/22/1995
Mary Reid	10/01/1997
Rita M Miller	4/15/1998
Sherlyn M Burkhardt	5/26/1998
Kimberly K Corey	6/01/1998
Dale E Raymond	10/07/1998
Dianne K Berthiaume	11/02/1998
Norma Curcio	12/07/1998
Shirley Burtch	9/23/1999
Melissa Prohaska	5/16/2004
James Paten	8/17/2004
Mike Henninger	3/08/2007
Theresa Irving	7/24/2008

ADDENDUM TO THE ARENAC COUNTY STEELWORKERS CONTRACT

ARENAC COUNTY INCOME PROTECTION PLAN

1. The Employer shall provide all full-time, non-probationary employees scheduled twenty-five (25) hours per week or more with a disability plan that provides sixty-seven percent (67%) of an employee's base wage. The plan shall begin after a eight (8) calendar day waiting period of disability due to illness and the first day of hospitalization; and shall continue until the end of disability, or the end of the benefit coverage period, whichever occurs first, subject to the terms of the carrier. Periods of disability related to the same cause and separated by less than two (2) consecutive weeks of employment shall be considered as one (1) period of disability. Periods of disability for unrelated causes must be separated by at least one (1) day of work to qualify as separate disabilities.
2. During the eight (8) calendar day waiting period, the employee must use compensatory time, accumulated sick leave, or personal leave in that order. Any employee who is subject to losing personal leave because of the end of the year caps shall use any time subject to being lost, before the normal order of usage is utilized.
3. An employee must supplement the remaining thirty-three percent (33%) of base wage by using available paid leave as outlined in Item 2 above to receive a full paycheck. The employee must provide the Employer with a written notice of his or her desire to retain any paid sick leave days rather than receiving the payment from available paid leave. The employee shall have all retained sick leave and all paid leave which they would have earned during the absence as provided under the Collective Bargaining Agreement reinstated when and if the employee returns to work.
4. Health Insurance will be maintained while receiving the IP Plan benefits at the same level and under the same conditions which existed when the employee went out, subject to any changes authorized by the Collective Bargaining Agreement for up to twenty-four (24) months or until all paid leave is exhausted, which ever is longer. All other group insurance coverage shall be continued for the duration of the IPP coverage if permitted by the group insurance carriers.

The Employer reserves the right to self fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self funding at the Employer's option provided the benefits remain as agreed to under this Article.

In lieu of retroactivity, a lump sum payment of \$525 will be made to each regular full-time employee. The amount shall be prorated for each regular part-time employee.

A lump sum payment of \$203 will be paid to all regular full-time employees and prorated for each regular part-time employees upon ratification of the Agreement. In the event an employee has received an increase in the longevity payment, it will be deducted from the above amount. Individuals must be employed at the time of ratification to receive payment. The Prosecuting Attorney Secretary shall also receive retroactivity in the amount of twenty-two cents (\$0.22) per hour for all hours worked prior to the implementation.

WAGE SCHEDULE

Classification	01/01/08	01/01/09	01/01/10
Chief Deputy Clerks	14.56	14.85	15.22
Deputy Clerk	14.16	14.44	14.81
Prosecuting Attorney Secretary	14.56	14.85	15.22
Building Department Clerk	14.34	14.63	15.00
Description Clerk/Public Guardian Clerk	13.99	14.27	14.74
Cooperative Extension Clerk	14.56	14.85	15.22
Clerk	13.99	14.27	14.64
Custodian	15.00	15.30	15.67
Custodian Helper	14.10	14.38	14.75
Custodian Helper Jail	14.02	14.30	14.67
Appraiser Level I	15.12	15.42	15.79
Appraiser Level II	17.14	17.48	17.85

Starting wage for new employees will be subject to the following progression schedule:

- 90% of the hourly rate for the first ninety (90) calendar days
- 95% of the hourly rate for the next ninety (90) calendar days
- 100% of the hourly rate after a one hundred eighty (180) calendar days

**LETTER OF UNDERSTANDING
PART-TIME AND SPECIAL PART-TIME EMPLOYEES**

This Letter of Understanding Agreement (hereinafter referred to as the "Agreement") is made this 1st day of January, 2001, by and between the United Steelworkers, AFL-CIO, on behalf of Local Union 15157-15 (hereinafter referred to as "Union") and the County of Arenac (hereinafter referred to as the "Employer").

For and in consideration of the mutual covenants hereinafter contained, IT IS AGREED between the parties as follows:

1. Notwithstanding anything to the contrary within the current Collective Bargaining Agreement, bargaining unit members in a regular part-time position (as defined within the 2001-2004 Collective Bargaining Agreement) on September 1, 2001, shall, while employed as a regular part-time employee, be eligible to receive health insurance on the same basis as full-time members under the current Collective Bargaining Agreement; and shall be eligible for other fringe benefits in the same manner as was provided part-time employees working 30 or more hours per week under the prior (1998-2000) Collective Bargaining Agreement.
2. Notwithstanding anything to the contrary within the current Collective Bargaining Agreement, bargaining unit members in a special part-time position (as defined with the 2001-2004 Collective Bargaining Agreement) on September 1, 2001, shall while employed as a special part-time employee, be eligible for fringe benefits in the same manner as part-time employees working less than 30 hours per week under the prior (1998-2000) Collective Bargaining Agreement.
3. Covered by this Agreement are Leotta Bugleisi, Shirley Burtch, and Melissa Prohaska.
4. This Letter of Understanding will remain in effect for the duration of the current Collective Bargaining Agreement term, being through December 31, 2010, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR THE COUNTY:

FOR THE UNION

**LETTER OF UNDERSTANDING
MAINTENANCE WORKING HOURS**

This Letter of Understanding Agreement (hereinafter referred to as the "Agreement") is made this 1st day of January, 2001, by and between the United Steelworkers, AFL-CIO, on behalf of Local Union 15157-15 (hereinafter referred to as "Union") and the COUNTY OF ARENAC (hereinafter referred to as the "Employer").

For and in consideration of the mutual covenant hereinafter contained, IT IS AGREED between the parties as follows:

1. Notwithstanding anything to the contrary within Article IX of the Collective Bargaining Agreement, bargaining unit members in the County Maintenance Department shall be scheduled to work hours other than the normal workday listed within Article IX, Section 2, of the Collective Bargaining Agreement based on the operational needs of the Maintenance Department.
2. This Letter of Understanding will remain in effect for the duration of the current Collective Bargaining Agreement term, being through December 31, 2010, unless extended by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

FOR THE COUNTY

FOR THE UNION

