

AGREEMENT

BETWEEN

BRANCH COUNTY

**BOARD OF COMMISSIONERS,
DRAIN COMMISSIONER,
PROSECUTING ATTORNEY,
AND
SHERIFF**

AND

UAW LOCAL 1294

SUPERVISOR'S UNIT

EFFECTIVE

**JANUARY 1, 2011
THROUGH
DECEMBER 31, 2013**

AGREEMENT

This Agreement, entered into as of the 22nd day of December, 2010, by and between the Branch County Board of Commissioners, representing the County of Branch, Michigan and the Branch County Drain Commissioner, Branch County Prosecuting Attorney, and Branch County Sheriff, as Co-Employers, hereafter collectively referred to as the "Employer," and Local 1294 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), hereafter referred to as the "Union."

This Agreement shall continue in full force and effect until midnight December 31, 2013, after which it shall continue in full force and effect from year to year thereafter unless written notice is given by one party to the other, prior to the expiration date, that a party desires to renegotiate this Agreement.

PURPOSE AND INTENT

The general purpose of this Agreement is to set forth the wages and hours and terms and conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the Employees, the Union, and the citizens of the County of Branch.

The parties recognize that the interest of the County of Branch and its citizens, and the job security of its Employees, depend upon the Employer's success in establishing a proper service to the community and its ability to provide such proper service in an economic and efficient manner.

To these ends, the Employer and Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

**ARTICLE 1
RECOGNITION CLAUSE**

Section 1. Collective Bargaining Unit .

- A. Pursuant to and in accordance with all applicable provisions of MCLA423.201, *et seq.*, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment, and other conditions of employment for all employees included in the Bargaining Unit described below.

All full-time and regular part-time supervisory employees employed in the following positions:

Administrative Assistant - Sheriff's Office
Chief Deputy - Drain Commissioner
Deputy Equalization Director
Supervisor Emergency 911
Payroll Senior Account Clerk
Plant Supervisor - Department of Public Works

but excluding elected officials, chief deputy clerk, chief deputy treasurer, chief deputy register of deeds and all executive, professional, and confidential personnel.

The Office Manager – Prosecutor's Office position to be left under UAW Supervisory Unit Contract, maintaining current grade level, until the individual in the position can retire under the rule of 85.

- B. During the term of this Agreement, the Employer will not recognize any labor organization other than the Union as representative of any employee in the Bargaining Unit, nor will the Employer enter into any agreement with bargaining unit employees individually or collectively which conflicts with the terms of this Agreement.

Section 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 by the Employer in the collective bargaining unit described in Article I, Section 1 of this Agreement. For purposes of this Agreement, the following definitions shall be applicable:

- A. Full-Time Employee . A full-time employee is defined as an employee who has

completed his/her orientation period and is employed by the Employer on a regular full-time basis and whose normal schedule of work consists of a minimum of thirty-five (35) hours per week on a continuous basis.

B. Regular Part-Time Employees . A regular part-time employee is defined as an employee who is employed by the Employer on a regular part-time basis and whose normal schedule of work usually consists of less than forty (40) hours per week on a continuous basis, but generally at least twenty (20) hours per week on a continuous basis.

C. Temporary Employee .

1. Temporary employees may be hired from time to time to supplement the regular workforce.
2. When these employees are to be hired, the Union will be notified of the number and given a description of the projects to be performed and an estimate of the length of time of the employment to conclude those projects.
3. Except as provided in this subsection for special projects, if the employment exceeds one hundred twenty (120) calendar days during this Agreement, the employee will become part of the Bargaining Unit and will be subject to the terms and conditions of this Agreement.
4. Where the Employer has designated a project as a “special project,” if the employment exceeds two calendar years during this Agreement, the employee will become a part of the Bargaining Unit and will be subject to the terms and conditions of this Agreement.

D. Supervisor . A supervisor is any person with the authority to hire, transfer, suspend, lay off, recall, promote, discharge, assign, reward, discipline or responsibly direct employees, or to adjust grievances, or the authority to effectively recommend these actions, if this authority requires the use of independent judgment and is not merely routine.

E. Employer . The term “Employer” when used in this Agreement shall refer to the County of Branch and/or, where applicable, an elected official of the County of Branch as Co-Employer. Unless otherwise stated in this Agreement, the Employer shall retain all rights conferred to it by law.

ARTICLE 2 REPRESENTATION

Section 1. Collective Bargaining Committee.

- A. The Employer agrees to recognize not more than one employee covered by this Agreement who has completed the orientation period as the Unit Chairperson and as a Collective Bargaining Committee, to act in a representative capacity for the purpose of collective bargaining negotiations with the Employer.
- B. An employee acting as the Collective Bargaining Committee will be paid by the Employer for time spent in negotiations with the Employer during regularly scheduled work hours, but only for the straight-time hours he/she would otherwise have worked on his/her regular work schedule.
- C. For purposes of computing overtime, time paid under this Section shall be deemed to be hours worked.

Section 2. Stewards.

- A. The Bargaining Unit employees covered by this Agreement shall be represented by one Steward, and one Alternate Steward, both of whom shall be regular full-time employees who have completed their orientation periods.
- B. The steward shall also be the Unit Chairperson.
- C. The Alternate Steward shall act only in the absence of the Steward.
- D. It shall be the function of the Steward or Alternate Steward to act in a representative capacity for the purpose of processing and investigating grievances for employees covered by this Agreement with authority to resolve grievances at any step of the grievance procedure provided in this Agreement. Such resolved grievances shall be final and binding upon the Employer, the Employees and the Union.
- E. The Employer agrees to compensate the Steward (or Alternate Steward) at his/her regular straight-time rate of pay, for reasonable amounts of time necessarily lost from his/her regularly scheduled working hours while processing grievances on behalf of other employees through the Grievance Procedure or while participating in disciplinary meetings.
- F. Processing grievances shall be deemed to include cooperative investigative activities conducted by the Employer and the Union.
- G. If the Steward abuses the privilege extended in this Section, the Employer reserves the right to revoke this benefit.

Section 3. Identification of Union Representative .

- A. The Union will furnish the Employer, in writing, with the names of its Collective Bargaining Committee members and its Steward and Alternate Steward who are employed within the Collective Bargaining Unit before they shall be recognized by the Employer.
- B. The Union will notify the Employer of any changes that may occur from time to time in such personnel at least three (3) work days before the Employer shall have any obligation to recognize and deal with such individual representatives of the Union.

Section 4. Representative Duties .

- A. The Union agrees that the representational responsibilities of a Collective Bargaining Committee member, a Steward, or an Alternate Steward will not be permitted to interfere with the employee's regularly assigned duties or with normal business of the Employer.
- B. If it is necessary for a Collective Bargaining Committee, Steward, or Alternate Steward to temporarily leave his/her assignment to participate in negotiations or to process a grievance, he/she shall first provide reasonable notice to and obtain authorization, which shall not be unreasonably denied, from his/her immediate supervisor before leaving a work assignment.
- C. The employee shall return to his/her job as promptly as possible and upon such return shall immediately report to his/her immediate supervisor.
- D. A Collective Bargaining Committee member, Steward, and Alternate Steward are required to record all time spent performing their Union functions under this Agreement on a form designated by the Employer.

Section 5. Union Meetings.

- A. The Employer agrees to provide the Union with a room at a County facility for purposes of conducting meetings of the Bargaining Unit.
- B. Such room shall be made available on the same basis as enjoyed by other groups or citizens in the County, provided the Union gives adequate notice of its desire to use a room.

Section 6. Visits by Union Representatives .

- A. An International Representative of the Union may be permitted to visit the operation of the Employer during work hours for reasonable periods of time to

- talk with the Steward or representatives of the Employer concerning matters covered by this Agreement, provided, however, that such visitation shall not interfere with performance of work by bargaining unit employees.
- B. A time and place for such visits must be arranged in advance by written communication from the Union to the Employer.

Section 7. Special Conferences .

- A. Special conferences to discuss important matters shall be arranged between the Unit Chairperson and the County Administrator/Controller or designated representative (or, where applicable, the Co-Employer elected official or designated representative) upon the written request of either party.
- B. Such meeting shall be between at least two (2) but no more than three (3) representatives of the Union and at least two (2) but no more than three (3) representatives of the Employer.
- C. 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.
- D. Matters taken up in special conferences shall be confined to those included in this agenda.
- E. Conferences shall be held at reasonable hours as agreed upon by the Employer and the Union.
- F. The Union representatives may meet on the Employer's premises for up to one-half (½) hour immediately preceding the conference.
- G. It is expressly understood that this special conference provision is not to be used as a grievance procedure or substitute for the grievance procedure, nor shall participation in special conferences obligate either party to negotiate, modify, or otherwise change the terms of this Agreement.
- H. However, this does not prohibit the discussion of grievances or items of concern to the parties in the interpretation and enforcement of this Agreement.
- I. If the parties agree to a Letter of Understanding, or otherwise agree to amend or supplement this Agreement, the Agreement shall be reduced to writing and where approved by both parties, shall be signed and appended to this Agreement.

ARTICLE 3 UNION SECURITY

Section 1. Agency Shop.

As a condition of continued employment, all employees included in the Collective Bargaining Unit set forth in Article I, Section I, no later than thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall 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 equivalent to the periodic monthly dues uniformly required of Union members.

Section 2. Union Membership.

- A. Membership in the Union is not compulsory and is a matter separate, distinct, and apart from an employee's obligation to share equally the costs of administering and negotiating this Agreement.
- B. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.
- C. The Union recognizes, however, that it is required under this Agreement and the Public Employment Relations Act to represent all employees included within the Collective Bargaining Unit set forth in this Agreement without regard to whether or not the employee is a member of the Union.

Section 3. Payroll Deduction for Union Dues.

- A. The Union shall notify the County Controller's Office in writing of the proper amount of Union membership dues and initiation fees or service fee equivalent and any subsequent changes in such amounts. The Employer agrees to furnish the Union a monthly record of those Employees for whom deductions have been made, together with the amount deducted.
- B. Deductions shall be made only in accordance with the provisions of a written check-off authorization form together with the provisions of this Section. The written authorization form to be used is attached as Appendix A.
- C. Deductions shall not be made for an employee unless the Employer is in possession of a properly executed copy of the written authorization form for such employee.
 - 1. Previously signed and un-revoked written authorization forms shall continue to be effective as to current employees and reinstated employees.

2. If a dispute arises as to whether or not an employee has properly revoked a written check-off authorization form, no further deductions will be made until the matter is resolved.
 3. Any authorization form which lacks the employee's signature will be returned to the Union by the Employer.
- D. The Employer shall not be liable for the remittance or payment of any sums other than those constituting actual deductions made. If for any reason the Employer fails to make a deduction for any employee as provided in subsection B, it shall begin making the deduction at the employee's next pay in which such deduction is normally deducted after the error had been called to its attention by the employee or the Union.
- E. In the event that a refund is due any employee for any sums deducted from wages and paid to the Union, it shall be the responsibility of such employee to obtain appropriate refund from the Union.
- F. The Employer shall not be responsible for dues, initiation fees, or payment of the service fee equivalent after an employee's employment relationship has been terminated.
- G. The Employer shall not be liable to the Union or its members for any dues, initiation fees or 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.
- H. The Union shall indemnify and hold 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 Article. Indemnification shall include the cost of all attorney fees incurred by the Employer in connection with responding to and/or defending such claims, demands, suits or other forms of liability.
- I.
1. All authorizations filed with the County Controller's office prior to the fifteenth (15th) of the month shall become effective the first (1st) day of the following month, provided the employee has sufficient net earnings to cover the dues and/or initiation fee or service fee equivalent.
 2. An authorization filed after the fifteenth (15th) of the month shall become effective on the first (1st) day of the second (2nd) month following the filing of the authorization.
 3. Deductions for any calendar month shall be remitted to the Union not

later than the fifteenth (15th) day of the following month.

ARTICLE 4 MANAGEMENT RIGHTS

Section 1.

- A. The Union recognizes that the management of the operations of the County and its respective departments is solely a responsibility of the Employer. Therefore, except as this Agreement specifically and expressly provides, nothing in this Agreement shall be construed to restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the County, or any of its elected or appointed officials, by the laws and Constitution of the State of Michigan or of the United States of America.
- B. Except as this Agreement otherwise specifically and expressly provides, it is understood and agreed that the Employer reserves and retains, solely and exclusively, all the inherent and customary rights, powers, functions, and authority of management to manage and operate the County efficiently and economically in all of its operations and activities, including but not limited to the determination of the quantity and quality of services to be rendered to the public, and its judgment in these respects shall not be subject to challenge.
- C. These rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right:
 - 1. to determine or redetermine the methods, procedures, means, equipment, and machines required to provide services;
 - 2. to introduce new equipment, methods or processes, change or eliminate existing equipment and institute technological changes, and decide on supplies and equipment to be purchased;
 - 3. to determine or redetermine the nature and number of facilities and departments to be operated and their locations;
 - 4. to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; and to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities;
 - 5. to establish classifications of work and the number of personnel required;
 - 6. to determine the number of supervisors;

7. to provide and assign relief personnel;
 8. to assign work;
 9. to subcontract any work;
 10. to determine workloads;
 11. to establish and change work schedules, including reduction of employee work hours in lieu of layoff; Letter Of Understanding for the year 2011: The parties agree to letter of understanding, regarding furlough days, each year, for the duration of the contract, as needed. For any furlough days agreed upon in a letter of understanding for 2011, employees will have the option to use accrued vacation or personal time in lieu of unpaid furlough time. The use of accrued vacation or personal time in lieu of unpaid furlough days for subsequent years (2012 and 2013) will be re-evaluated at the time of drafting letters of understanding for those years.
 12. to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel, and make judgments as to ability and skill;
 13. to reduce or increase the size of the workforce;
 14. to establish reasonable work rules and the penalties for violation of such rules;
 15. to adopt, modify, or amend its budget or any appropriation; and
 16. in all respects carry out the ordinary and customary functions of management.
- C. Discipline and discharge shall be for just cause.
- D. The exercise of rights specified in this Article, the adoption of reasonable policies, rules, regulations and practices in furtherance of such rights, and the use of judgment and discretion in connection with such rights shall be limited only to the extent of specific and express terms in this Agreement and then only to the extent that such specific and express terms are in conformance with the Constitution, the laws of the State of Michigan, and the Constitution and laws of the United States.

**ARTICLE 5
GRIEVANCE PROCEDURE**

Section 1. Definition of Grievance.

- A. A grievance means a complaint arising under and during the term of this Agreement by an employee covered by this Agreement of the Union concerning the application and/or interpretation of a specific provision or provisions of this Agreement as written.
- B. An economic grievance is a grievance which specifically applies to matters of wages or fringe benefit(s), provided such matters are within the economic control of the County Board of Commissioners.

Section 2. General Grievance Procedure.

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

Step 1. Informal Procedure.

- a. An employee with a complaint shall file **within five (5) work days** of the date of the occurrence which gave rise to the complaint or **within five (5) work days** of the date the employee first reasonably should have known of the event which gave rise to the complaint, **discuss** the matter with the **County Administrator/Controller** with the object of resolving the matter informally.
- b. If requested, the Steward may be present.
- c. An employee employed in a department headed by an elected official shall notify the official before discussing the matter with the County Administrator/Controller.

Step 2. Formal Procedure.

- a. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to **writing**, setting forth the facts of the specific provision(s) of this Agreement alleged to have been violated, signed by the aggrieved employee, and **within five (5) work days** following the Step 1 disposition, presented to the **County Administrator/Controller**, with a copy to the elected official, if the employee is employed in a department headed by an elected

official.

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

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

All grievance resolutions at either Steps 1, 2, or 3 must be approved in writing by the Chairperson of the County Board of Commissioners within five (5) work days following receipt of the proposed resolution before they shall be deemed final. If the Chairperson does not approve the proposed resolution the grievance may be taken directly to Step 4 provided the grievant resubmits the grievance to the County Administrator within five (5) work days following receipt of the notice of disallowance or following the date the Chairperson's approval was due.

- Step 4.**
- a. If the grievance is not satisfactorily resolved in Step 3, the grievant may appeal it by resubmitting the written grievance to the **Personnel, Plans & Policies Committee (P3 Committee)** of the County Board of Commissioners through the office of the County Administrator/Controller **within five (5) work days** following receipt of the written answer in Step 3.

- b. Upon receipt of the appeal, the County Administrator/Controller shall schedule a **meeting** to discuss the grievance at the next regularly scheduled meeting of the **P3 Committee** or at a time mutually agreeable to the parties.
- c. The Employer shall be represented by members of the P3 Committee and, where applicable, the elected official in whose department the grievant is employed.
- d. The Union shall be represented by its International Representative, the Unit Chairperson and the grievant involved.
- e. The Union and the Employer may have non-employee representatives in attendance.
- f. The **P3 Committee** shall place its **written disposition** on the grievance and return it to the Unit Chairperson (and elected official, where applicable) within five (5) work days following such meeting.

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

B. ALL NON-ECONOMIC GRIEVANCES, WHICH INCLUDE GRIEVANCES REGARDING DISCIPLINE OR DISCHARGE, SHALL BE PROCESSED IN THE FOLLOWING MANNER WHERE THE GRIEVANT IS NOT EMPLOYED IN THE OFFICE OF THE DRAIN COMMISSIONER OR THE PROSECUTING ATTORNEY OR THE SHERIFF AT THE TIME OF THE CONDUCT WHICH IS SUBJECT OF THE GRIEVANCE:

Step 1. **Informal Procedure.**

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

- c. The immediate supervisor may resolve the matter only with the Authorization of the Department Head.

Step 2. Formal Procedure.

- a. If the complaint is not satisfactorily resolved at the verbal step, it shall be **reduced to writing**, setting forth the facts of the specific provision(s) of this Agreement alleged to have been violated, signed by the aggrieved employee, and **within five (5) work days** following the Step 1 verbal discussion, presented to the employee's immediate supervisor.
- b. The **immediate supervisor** shall place his or her **written** disposition and explanation upon the grievance and return it to the Steward and employee **within five (5) work days** after receipt of the written grievance.
- c. The immediate supervisor may resolve the matter only with the authorization of the Department Head.

Step 3.

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

Step 4.

- a. If the grievance is not satisfactorily resolved in Step 3, the grievant may appeal it by submitting the **written grievance** to the **P3 Committee** of the County Board of Commissioners through the office of the County Administrator/Controller **within five (5) work days** following receipt of the written answer in Step 3.

- b. Upon receipt of the appeal, the County Administrator/Controller shall schedule a **meeting** to discuss the grievance at the next regularly scheduled meeting of the **P3 Committee** or at a time mutually agreeable to the parties.
- c. The Employer shall be represented by members of the P3 Committee.
- d. The Union shall be represented by its International Representative, the Unit Chairperson and the grievant involved.
- e. The Union and the Employer may have non-employee representatives in attendance.
- f. The **P3 Committee** shall place its written disposition on the grievance and return it to the Unit Chairperson **within five (5) work days** following such meeting.

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

C. **ALL NON-ECONOMIC GRIEVANCES, WHICH INCLUDE GRIEVANCES REGARDING DISCIPLINE OR DISCHARGE, SHALL BE PROCESSED IN THE FOLLOWING MANNER WHERE THE GRIEVANT IS EMPLOYED IN AN OFFICE OF THE DRAIN COMMISSIONER OR PROSECUTING ATTORNEY OR THE SHERIFF :AT THE TIME OF THE CONDUCT WHICH IS SUBJECT OF THE GRIEVANCE**

Step 1. **Informal Procedure.**

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

Step 2. **Formal Procedure.**

- a. If the complaint is not satisfactorily resolved at the verbal step, it shall be reduced to writing, setting forth the facts of the specific provision(s) of this Agreement alleged to have been violated, signed by the aggrieved employee, and **within five (5) work days** following the Step 1 verbal discussion, presented to the employee's **immediate supervisor**.
- b. The **immediate supervisor** shall place his or her **written disposition** and explanation upon the grievance and return it to the Steward, employee and elected official **within five (5) work days** after receipt of the written grievance. The immediate supervisor may resolve the matter only with the authorization of the elected official.

Step 3.

- a. If the grievance is not satisfactorily resolved in Step 2, the grievant may appeal it by submitting the written grievance to the **elected official within five (5) work days** following receipt of the written answer in Step 2.
- b. Upon receipt of the appeal, the **elected official** shall schedule a **meeting to discuss** the grievance at a time mutually agreeable to the parties.
- c. The Union shall be represented by its International Representative, the Unit Chairperson and the grievant involved.
- d. The Union and the Employer may have non-employee representatives in attendance.
- e. The **elected official** shall place his or her **written disposition** on the grievance and return it to the Unit Chairperson **within five (5) work days** following such meeting.
- f. Step 4: If the grievance is not satisfactorily resolved in Step 3, Arbitration pursuant to Section 3 may be employed.

Section 3. Arbitration.

- A. Arbitration Request . If the grievance in Section 2A (all economic) or 2B (non-economic other than elected official other than Sheriff) is not satisfactorily

resolved through the steps of the Grievance Procedure, the Union may submit the grievance to arbitration by notifying the Employer in writing within thirty (30) calendar days following receipt of the Employer's disposition in Step 4 of Section 2A or in Step 3 of Section 2B or following the date that such disposition was due.

1. Further, the Union must request a panel of arbitrators from the Federal Mediation and Conciliation Service no later than two (2) weeks following its notification of intent to seek arbitration.
2. If the Union does not submit the grievance for arbitration in the time limits provided in this Section, the grievance shall be deemed to be settled on the basis of the Employer's last disposition.

B. Selection of Arbitrator . The Union shall forward a copy of the arbitration clause of this Agreement to the Federal Mediation and Conciliation Service requesting the Service to forward a list of seven (7) arbitrators to the parties.

1. One (1) arbitrator shall be selected by the parties alternately striking a name from the panel, and the name remaining shall serve as the arbitrator.
2. The compensation and expenses of the arbitrator shall be shared equally by Employer and the Union, but each party shall bear the costs of its own expenses, witnesses, representatives, and legal counsel.

C. Arbitrator's Powers .

1. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written.
2. The arbitrator shall be at all times governed wholly by the terms of this Agreement, and he/she shall have no power or authority to amend, alter, or modify this Agreement in any respect.
3. If the issue of arbitrability is raised, the arbitrator shall determine the merits of the grievance only if arbitrability is affirmatively decided.
4. By accepting a case from the parties, the arbitrator acknowledges his/her limitation of authority and agrees not to decide an issue which is outside of his/her jurisdiction under this Agreement.
5. The arbitrator recognizes that the Employer is governed by certain laws and exists for the sole purpose of serving the public, and the arbitrator agrees this Agreement shall be interpreted and construed consistently with such laws.

6. Any award of the arbitrator shall not be retroactive any earlier than eight (8) days prior to the time the grievance was first submitted in writing.
7. Further, no claims for back wages under this Agreement shall exceed the amount of earnings which the employee would have otherwise earned by working for the Employer, less any and all unemployment compensation that the employee received from any interim earnings.
8. The decision of the arbitrator shall be final and binding on the Employer, the Union, and the employees.

Section 4. General .

- A. For the purpose of the grievance procedures, a “work day” shall mean any day Monday through Friday that the County is open for business, and shall not include the day in which a grievance is presented or appealed by the Union or is answered by the Employer.
- B. Any grievance which is not carried to the next step by the Union within the prescribed time limits shall be considered withdrawn.
 1. Any grievance which is not answered by the County within the prescribed time limits shall automatically advance to the next step of the grievance procedure, the time limit to run from the date when time for disposition expired.
 2. The time limits established in the grievance procedure may be extended by mutual agreement provided the extension is reduced to writing and the period of the extension is specified.
- C. A grievance presented at any step shall be dated and signed by the Union representative and the employee presenting it. Any answer given by the Employer to the Union representative or employee shall be dated and signed by the Employer.
- D. The satisfactory settlement of a grievance shall be reduced to writing, written on or attached to a copy of the written grievance, and signed by the representatives involved. Unless otherwise expressly stated, all such settlements shall be without precedent to any other grievance.
- E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation and any interim earnings.
- F. The Employer agrees to compensate the grievant at his/her straight time regular rate of pay for reasonable time lost from his/her regularly scheduled working

hours while attending step hearings in accordance with the grievance procedure.

1. All grievances appealed to the written step of the grievance procedure shall be reduced to writing only during non-working hours.
 2. If the grievant abuses the privilege extended in this Section, the Employer reserves the right to revoke this benefit.
- G. Any and all grievances resolved at any step of the grievance procedure shall be final and binding on the Employer, the Union, and any and all employees involved in the particular grievance.
- H. Grievances concerning discharge shall be commenced at Step 2.

ARTICLE 6 STRIKES AND ILLEGAL ACTIVITIES

Section 1. No Strike Pledge. The parties agree that the services performed by employees covered in this Agreement are services essential to the public health, safety and welfare.

- A. The Union therefore agrees neither it nor its officers, representatives, members, or employees it represents shall, for any reason whatsoever, directly or indirectly call, sanction, counsel, encourage, or engage in any strike, walk-out, slowdown, sit-in, stay-away, or interference with the operations of the County; nor shall there be any concerted failure by them to report to duty; nor shall they absent themselves from work, or abstain in whole or in part from the full, faithful, and proper performance of their duties.
- B. These pledges shall be binding notwithstanding any labor dispute between the Employer and any other labor organization.
- C. The Union shall not cause, authorize, sanction or condone, nor shall any employee covered by this Agreement take part in, any picketing of the Employer's buildings, offices, or premises.

Section 2. Penalty. Any employee who violates the provisions of Section 1 shall be subject to discipline by the Employer, up to and including discharge.

Section 3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited by this Article by notifying the employees it represents and the general public, in writing, that it disavows such action.

Section 4. No Lock Out. The Employer agrees that there will be no lock outs during the term of this Agreement.

ARTICLE 7 SENIORITY

Section 1. Definition of Seniority.

- A. Seniority shall be defined as the length of the employee's continuous service with the County, commencing from his/her last date of hire.
- B. An employee's "last date of hire" shall be the most recent date upon which he/she first commenced work for the County.
- C. Seniority shall commence only after the employee completes the orientation period provided in this Article, but upon completion of the orientation period, seniority shall revert back to the "last date of hire."
- D. Continuous service is defined as that time actually spent on the active payroll of the Employer plus approved leaves of absences, unless otherwise provided in this Agreement.
- E. Regular part-time employees shall accrue seniority on a pro rata basis. Employees who are hired on the same date shall be placed on the seniority list in alphabetical order by surname used on the date of hire.
- F. The application of seniority shall be limited to the preferences and benefits expressly provided for in this Agreement.

Section 2. Orientation Period.

- A. All new and rehired employees shall be on orientation status for the first six (6) months of employment.
 - 1. Before completion of the orientation period, the employee's overall performance shall be evaluated.
 - 2. Upon receiving a satisfactory performance evaluation, an employee may be upgraded from orientation status and become eligible for the County's employee benefit package, except as otherwise provided in this Agreement.
- B. At the Employer's discretion, an employee's orientation may be extended to provide for further evaluation, but for no longer than an additional six (6) months.

- C. Employees shall not be represented by the Union during the orientation period for disciplinary or discharge matters, and until completion of the orientation period, may be disciplined or discharged without cause and without recourse to the grievance procedures of this Agreement.

Section 3. Seniority List .

- A. The Employer agrees to post and update annually seniority lists.
 - 1. Separate seniority lists shall be posted for full-time employees and regular part-time employees.
 - 2. Employees shall only have seniority with respect to the persons on their respective list.
- B. An employee's standing on the published list will be final unless protested to the Employer not later than thirty (30) calendar days after the list has been posted.
- C. The Employer shall submit the seniority list to the Unit Chairperson and UAW International Representative.

Section 4. Loss of Seniority/Employment. An employee's seniority and employment shall terminate if:

- A. The employee quits, resigns or retires, or
- B. The employee is discharged and is not reinstated through the grievance procedure, or
- C. The employee is absent from work for three (3) consecutive days without advising the Employer of a reason acceptable to the Employer for such absence, unless giving of notice is impossible due to circumstances beyond the employee's control, or
- D. The employee fails to report to work within three (3) work days after issuance of the Employer's notice of recall by certified mail to the last known address of such employee as shown by the Employer's records, with responsibility on the employee to provide the Employer with a current address, or
- E. The employee fails to return on the required date following a leave of absence or vacation, unless such return is impossible due to circumstances beyond the employee's control, or
- F. The employee give a false reason for requesting a leave of absence or engages in other employment during such leave of absence, or

- G. The employee is laid off or has not, for any non-approved reason, worked for the Employer for a continuous period of one (1) calendar year or the length of such employee's employment, whichever occurs sooner, or
- H. The employee has intentionally misrepresented information on his/her application for employment, application for leave of absence, or any other form, record or document used by the Employer.
- I. The employee is convicted of a felony.

ARTICLE 8 LAYOFF AND RECALL

Section 1. In the event that the County in its discretion determines to lay off employees, such layoff will be from classifications selected by the Employer and in numbers determined by the Employer subject to the terms and conditions specifically provided for in this Agreement.

Section 2.

- A. In determining layoffs and recalls, seniority shall be controlling where skill and ability are equal.
- B. Layoff of employees in a selected job classification shall occur in the following order, provided that the employees who remain have the experience, then-present ability and training to perform the required work:
 - 1. Temporary employees;
 - 2. Employees on orientation status;
 - 3. Regular employees.

Section 3. In the event a decision to lay off is made, the County Administrator/Controller (or, where applicable, the Co-Employer elected official) shall notify the Unit Chairperson and UAW International Representative as soon as practicable.

- A. The laid off employee and the Unit Chairperson shall be given at least five (5) work days-prior notice of the layoff.
- B. Notice will be given to the employee in writing, or sent by certified mail to the employee's last known address in the personnel file.

Section 4. Representatives of the Employer shall meet the representatives of the Union prior to the effective date of the layoff, upon request by the Union, to discuss possible alternatives to layoff.

- A. Failure of the Union to provide at least two (2) work days notice of its desire to meet for the purpose stated above shall absolve the Employer of its requirement to meet.
- B. However, nothing shall preclude the Employer from laying off employees.

Section 5. In the event of layoff, the laid off employee may choose to receive payment for his or her accumulated vacation time, to be paid within thirty (30) days after being laid off, or may choose to keep his/her accrued vacation on the books for the length of time of his/her recall rights.

Section 6. In the event the employee is not recalled within that period of time, the employee shall notify the Employer thirty (30) days prior to the end of his/her recall rights if the employee wishes to receive payment for accumulated vacation.

Section 7. Recall of laid off employees within a classification shall be in the inverse order that the employees were laid off. Recall is defined as two years with the first year automatic and the employee must request, in writing, a one-year extension at the end of the first year.

Section 8. Bumping. No bumping shall be permitted.

ARTICLE 9 HOURS OF WORK

Section 1. Hours .

- A. Effective the first full pay period after ratification of this Agreement by the Board of Commissioners, all employees in the bargaining unit are classified as hourly employees.
- B. The normal work day for full-time employees shall be eight (8) hours excluding non-paid lunch periods.
- C. The normal work week for full-time employees shall consist of five (5) work days in a forty (40) hour work week.
- D. This section shall not be construed as, and is not a guarantee of, any number of hours or work per day or per week.

Section 2. Work Schedule.

- A. Work schedules may vary throughout the County.
- B. Individual departments shall set their own hours.
- C. Immediate supervisors will advise employees of their individual work schedules.
- D. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week

Section 3. Work Breaks and Lunch Periods.

- A. Employees will be granted two (2) paid fifteen (15) minute breaks during the full work day.
- B. Employees will have an unpaid lunch period for each full work day. The timing of the breaks and lunch periods will be at the discretion of the Department Head, or elected official where applicable, and in compliance with labor law.

Section 4. Overtime and Compensatory Time.

- A. Overtime Defined . Overtime is defined as all hours worked over forty (40) during a work week.
- B. Prior Approval Requirement . An employee must receive prior approval from his/her immediate supervisor or Department Head for overtime work.

C. Compensation for Overtime .

1. An employee who works in excess of forty (40) hours in a work week will be compensated for each hour of overtime worked at the rate of one and one-half (1 ½) times his/her regular rate of pay or shall receive compensatory time as stated below.
2. However, where an employee otherwise receives additional compensation for on-call duty, the hours such an employee is on-call, shall not count as hours worked for purposes of determining overtime.
3. If the employee is called in to the workplace while on-call, such hours shall count as hours worked for purposes of determining overtime.

D. Eligibility for Compensatory Time .

1. Employees who work overtime will have the option of receiving compensatory time off in lieu of monetary compensation for overtime if mutually agreed to between the employee and his/her supervisor.
2. Compensatory time will be granted at a rate of one and one-half (1 ½) hours for each hour of overtime in excess of forty (40) in any one work week.

E. Amount of Compensatory Time Accrued .

1. Each employee may accrue up to forty (40) hours of compensatory time.
2. Employees will be compensated in wages for any subsequent overtime hours worked until the number of accrued hours of compensatory time falls below the limit.

F. Requesting Use of Compensatory Time .

1. An employee who requests the use of accrued compensatory time will be permitted to use the time off within a reasonable time after making the request, or at some other mutually agreed time if the original request would unduly disrupt department operational needs and staffing requirements.
2. Employees are required to use compensatory time before using accrued vacation leave or personal days.

G. Payment of Compensatory Time Upon Termination . Upon termination of employment, employees will be paid for all unused compensatory time at the

rate of pay when earned.

**ARTICLE 10
VACATION LEAVE**

Section 1. Amount Accrued .

- A. The Employer shall grant paid vacations in accordance with the following schedule to eligible full-time employees.

<u>Continuous Service</u>	<u>Time Off</u>
1 st year of service	five (5) days or 1.54 hours per pay period
2 nd year of service	five (5) days or 1.54 hours per pay period
After 2 years of service	ten (10) days or 3.08 hours per pay period
After 6 years of service	fifteen (15) days or 4.62 hours per pay period
After 11 years of service	sixteen (16) days or 4.92 hours per pay period
After 12 years of service	seventeen (17) days or 5.23 hours per pay period
After 13 years of service	eighteen (18) days or 5.54 hours per pay period
After 14 years of service	nineteen (19) days or 5.85 hours per pay period
After 15 years of service	twenty (20) days or 6.15 hours per pay period
1 st year of service	five (5) days or 1.54 hours per pay period
2 nd year of service	five (5) days or 1.54 hours per pay period
After 2 years of service	ten (10) days or 3.08 hours per pay period
After 6 years of service	fifteen (15) days or 4.62 hours per pay period
After 11 years of service	sixteen (16) days or 4.92 hours per pay period
After 12 years of service	seventeen (17) days or 5.23 hours per pay period
After 13 years of service	eighteen (18) days or 5.54 hours per pay period
After 14 years of service	nineteen (19) days or 5.85 hours per pay period
After 15 years of service	twenty (20) days or 6.15 hours per pay period
After 20 years of service	twenty-two(22) days or 6.77 hours per pay period
After 25 years of service	twenty-five (25) days of 7.69 hours per pay period

The Employer shall grant paid vacations in accordance with the following schedule to eligible full-time employees hired on or after January 1, 2011.

<u>Continuous Service</u>	<u>Time Off</u>
1 st year of service	five (5) days or 1.54 hours per pay period
After 2 years of service	ten (10) days or 3.08 hours per pay period
After 10 years of service	fifteen (15) days or 4.62 hours per pay period
After 15 years of service	twenty (20) days or 6.15 hours per pay period

- B. Regular part-time employees are eligible for vacation leave on a pro rata basis.

Section 2. Start of Accrual . Employees begin to accrue vacation leave from the date of employment. Earned vacation leave is available for use at the end of the orientation period.

Section 3. Non-Accrual . Employees who are on layoff or a leave without pay do not accrue any additional vacation leave until their return to service.

Section 4. Requesting Vacation Leave.

- A. Employees shall request advance approval from their immediate supervisor to utilize accrued vacation leave.
- B. Requests will be reviewed based on a number of factors, including department operational needs and staffing requirements.

Section 5. Rate of Payout. Vacation leave will be paid out at the employee's pay rate at the time of vacation.

Section 6. Maximum Accrual.

- A. Employees may accrue vacation leave up to a maximum of 240 hours.
- B. Once an employee has accrued the maximum, no additional vacation leave will be accrued until the employee has used vacation leave to reduce his/her total below the maximum.

Section 7. Upon Termination. Upon termination of employment, employees will be paid for all unused accrued vacation leave that has been earned through the last day of work.

**ARTICLE 11
LEAVES OF ABSENCE**

Section 1. Family and Medical Leave.

- A. Family and Medical Leave, as specified in Federal law (Family and Medical Leave Act of 1993, "FMLA") and County policy, is available to eligible employees who wish to take time off from work duties to attend to the personal circumstances as outlined in the law.
- B. Employees are eligible to take family and medical leave if they have worked a minimum of 1250 hours in the preceding twelve (12) month period before leave is requested.
- C. The County's Family and Medical Leave Policy is provided to all eligible employees and shall govern if not inconsistent with this Agreement.
- D. If there is any inconsistency between the County's Policy and FMLA or its implementing regulations, FMLA and its regulations will control.
- E. The following rules shall apply to bargaining unit members:
 - 1. An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all accrued or unused paid personal and sick leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.
 - 2. An employee taking FMLA leave for the birth of a child must use paid sick leave for the physical recovery following child birth. The employee may then use any remaining sick leave, and must use all accrued or unused paid personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.
 - 3. Also, pregnancy disability or other leave taken under any applicable disability plan is considered to be paid sick leave for purposes of FMLA substitution.
 - 4. An employee who is taking FMLA leave for the adoption or foster care of a child must first use all accrued and unused paid personal leave prior to being eligible to take the remainder of the twelve (12) weeks as unpaid leave.

Section 2. Other Leaves.

A. General .

1. A leave of absence is a written authorized absence from work.
2. A leave shall be granted, denied or extended in the exclusive discretion of the Employer upon written request for such leave from an employee, who shall state the reason for such leave on the application.
3. There shall be no duplication or pyramiding of leave benefits or types of absence.
4. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, accepts other employment while on leave of absence unless agreed to by the Employer, or works for another employer without prior approval while on leave of absence, the employee will be terminated from County employment without recourse to the grievance procedures of this Agreement.
5. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provision of the Leave Section involved.

B. Requesting Leave.

1. Requests for a leave of absence must be submitted in writing by the employee to his/her immediate supervisor at least fifteen (15) work days in advance of the date the leave is to commence, except in emergency situations.
2. All leave requests shall state the reason for the leave and the exact dates on which the leave of absence is to begin and end.
3. Authorization or denial of the leave of absence shall be furnished to the employee in writing by the Employer.
4. Any request for an extension of a leave of absence must be submitted in writing to the Employer at least fifteen (15) work days in advance of the expiration date of the original leave, stating the reasons for the extension request and the exact revised date the employee is expected to return to work.
5. Authorization or denial of the extension request shall be furnished in writing to the employee by the Employer.

C. Military Leave.

1. Purpose and Eligibility. Military leave without pay is granted to employees who are absent from work because of short-term and long-

term service in the U.S. Uniformed Services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and applicable state laws.

2. Amounts Received. Employees may request up to ten (10) days per calendar year for use as short-term military leave. Employees may request an indefinite period of time for use as long-term military leave.
3. Requesting Military Leave. An employee must give advance written notice to his/her immediate supervisor as soon as the employee is notified of acceptance or induction into or assignment to military service. Notification must occur not less than two (2) weeks prior to the employee's separation from employment, unless military necessity prevents such notice or is otherwise impossible or unreasonable.
4. Rate of Payout. Military leave will be unpaid unless the employee has accrued vacation leave, sick leave or personal days to utilize. Continuation of health insurance is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the health insurance plan for which the employee is eligible.
5. Reemployment. 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.

D. Educational Leave.

1. Purposes and Eligibility. Educational leave without pay is available to eligible employees who wish to take time off from work duties to pursue professional educational goals. Educational leave is granted at the discretion of the Department Head, with concurrence from the P3 Committee.
2. Amount Received. Eligible employees may request educational leave for a defined period of length. Requests will be evaluated based on a number of factors, including departmental operational needs and staffing requirements.
3. Requesting an Educational Leave. Employees should make a written request for educational leave from their immediate supervisor.
4. Rate of Payout. Educational leave will be unpaid unless the employee has accrued vacation leave, sick leave or personal days to utilize.
5. Suspension of Benefits. All paid leave benefits, including vacation leave,

sick leave and personal days, will be suspended during the unpaid educational leave.

E. Sick Leave .

1. Purpose and Eligibility. Sick leave with pay is available to eligible full-time and regular part-time employees for period of temporary absence due to illnesses, injuries or medical appointments of the employee or his/her immediate family. The immediate family, for purposes of sick leave, is defined as: the employee's spouse, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; the employee's grandparents; or the employee's grandchildren.

2. Amount Accrued.

- a. Each regular full-time employee shall accrue sick leave at the rate of one (1) work day per each completed month of service and shall be credited the first payroll of the month for the previous month.
- b. Accrual per pay period will vary dependent upon the number of hours normally worked by the full-time employee in a work week.
- c. Regular part-time employees are eligible for sick leave on a pro rata basis.

3. Start of Accrual. Employees begin to accrued sick leave from the date of employment. Earned sick leave is available for use at the end of the orientation period.

4. Non-Accrual. Employees who are on a leave without pay do not accrue any additional sick leave until they return to service.

5. Notification of Supervisor. Employees shall notify their immediate supervisor before the scheduled start of the work day if possible. The immediate supervisor must also be contacted on each additional day of absence.

6. Records.

- a. All sick leave used shall be supported by a written verification signed by the employee and the Employer or its designee and submitted to the payroll office with the current time sheets.
- b. The Employer may request as a condition of sick leave a medical certificate setting forth the reasons for the sick leave.
- c. The Employer reserves the right to have any employee absent due to claimed illness examined by a physician of the Employer's

choice, at the Employer's expense.

- d. Falsification of a medical certificate or falsely setting forth the reason for the absence shall result in discipline, up to and including termination.
7. Absence From Work Longer Than Three Days. Employees who are off on sick leave three (3) or more consecutive work days may be required by their immediate supervisor to submit a physician's verification of illness and fitness to return to work prior to returning to service.
8. Rate of Payout. Sick leave is paid at the employee's pay rate at the time of the illness or injury. Sick leave can be used to supplement payments that an employee is eligible to receive from a short-term disability policy or workers' compensation. The combination of any such disability payments and sick leave cannot exceed the employee's normal weekly earnings.
9. Maximum Accrual.
 - a. Employees will be allowed to accrue sick leave up to a maximum of 480 hours.
 - b. Once an employee has accrued the maximum, no additional sick leave will be accrued until the employee has used sick leave to reduce his/her total below the maximum.
10. Upon Termination. Upon termination from employment, employees will be paid one-half ($\frac{1}{2}$) of unused sick leave, up to two hundred forty (240) hours.

F. Maternity Leave.

Leaves of absence for pregnancy shall be treated in the same manner as any other sick leave of absence under this Agreement.

G. Extended Sick Leave .

1. Extended sick leave without pay may be granted at the Employer's discretion upon application from the employee for illness or injury, subject to the Employer's right to require medical proof of disability.
2. An employee may be on extended sick leave for a period of not more than twelve (12) months or the length of his/her seniority, whichever is less, and the employment relationship shall be automatically terminated after such duration.

3. The Employer may request proof of continued disability as a condition of continuance of any extended sick leave.

H. Bereavement Leave.

1. Purpose and Eligibility.

Bereavement leave is with pay to full-time and regular part-time eligible employees who need immediate time off to deal with death in their family.

2. Amount Available.

- A. After the completion of his/her orientation period, each regular full-time employee may be granted up to:

- (i) Three (3) Paid Consecutive Days Off Work:

For the death of an employee's spouse, parent, parent-in-law, child, step-child, child-in-law, sibling, grandparent, grandchild, brother-in-law, and sister-in-law of employee.

- (ii) One (1) Paid Day Off Work:

For the death of an employee's aunt; uncle; niece or nephew; foster child; employee's step-parent; step-sibling; step-parent-in-law; step-sibling-in-law; step-grandparents; godparents of employee or employee's spouse;

- (iii) The employee may use leave deducted from the employee's accumulated sick leave for consecutive days used beyond the above.

3. Requesting Bereavement Leave. Employees should request approval from their immediate supervisor.

4. Rate of Payout. Bereavement leave is paid at the employee's regular straight-time hourly rate at the time of bereavement leave.

5. Failure to Use Bereavement Leave. Bereavement leave cannot be carried from one calendar year to the next.

6. Upon Termination. There is no accrued bereavement leave for employees upon termination.

I. Personal Leave .

1. Purpose and Eligibility. Personal leave without pay may be granted at the discretion of the Employer to regular full-time and regular part-time

employees wishing to take time off from work duties to pursue personal enrichment activities.

2. Amount Received. Eligible employees may request to take up to three (3) months of personal leave each calendar year. Requests will be evaluated based on a number of factors, including department operational needs and staffing requirements.
3. Requesting Personal Leave.
 - a. Employee requests for a personal leave shall state the reason for the leave in writing, be signed by the employee and given to the employee's immediate supervisor.
 - b. An employee shall not take a leave of absence for the sole purpose of obtaining other employment.
 - c. An employee who take such employment shall be considered as a voluntary resignation unless such other employment is agreed to by the Employer.
4. Rate of Payout. Personal leave will be unpaid unless the employee has accrued vacation leave, sick leave or personal days to utilize.
5. Suspension of Benefits.
 - a. All paid leave benefits, including vacation leave, sick leave and personal days, will be suspended during the unpaid personal leave.
 - b. Employees will be responsible for the cost of health insurance benefits.
- J. Paid Personal Days .
 1. Purpose and Eligibility. Personal days with pay are available to eligible full-time and regular part-time employees who wish to take time off from work duties for personal obligations.
 2. Amount Received.
 - a. After the completion of his/her orientation, each regular full-time employee shall receive two (2) personal days at the beginning of each calendar year.
 - b. When the two days referenced above are used, the employee make take one additional personal day which would be deducted from the employee's sick bank.

3. Requesting Personal Day(s).
 - a. Employees shall request advance approval from their immediate supervisor to utilize personal days.
 - b. Requests will be reviewed based on a number of factors, including department operations needs and staffing requirements.
4. Rate of Payout. Personal days are paid at the employee's regular straight time hourly rate of pay at the time personal days are used.
5. Failure to Use Personal Days. An employee who fails to use the granted personal days within the calendar year will lose them. Personal days cannot be carried from one calendar year to the next.
6. Upon Termination. Upon termination of employment, employees will not be paid for unused personal days.

K. Holidays .

1. Purpose and Eligibility.
 - a. The County has designated thirteen (13) days for the purpose of holidays.
 - b. These holidays are granted with pay for regular full-time employees.
 - c. Regular part-time employees are eligible for holiday pay on a pro rata basis.
2. Designated Holidays. The following days are designated as holidays:

New Year's Day	Veteran's Day
Martin Luther King, Jr. Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	New Year's Eve Day
Labor Day	
3. Scheduling.
 - a. When one of the above holidays falls on a Sunday, the following Monday will be observed as the holiday.

- b. When the holiday falls on a Saturday, the preceding Friday will be observed as the holiday.
- 4. Ray of Payout. Holiday days will be paid out at the employee's straight time regular hourly rate at the time of the holiday.
- 5. Compensation for a Holiday Worked. Employees required to work on a designated holiday will be compensated at one and one-half (1 ½) times the employee's pay rate for the time worked, in addition to receiving holiday pay.
- 6. Conditions and Qualifications.
 - a. The employee must not be suspended for disciplinary reasons.
 - b. 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.

L. Jury Duty .

- 1. The Employer shall pay an employee who is called to and reports for jury duty for each day partially or wholly spent in performing jury duty, if the employee otherwise would have been scheduled to work for the Employer.
- 2. The employee shall be paid an amount equal to the employee's regular straight time hourly rate for up to eight (8) hours each day that such employee would otherwise have been scheduled to work, less an amount equal to the payment received for jury service.
- 3. The Employer's obligation to pay an employee for performance of jury duty under this Section is limited to a maximum of fifteen (15) work days in any calendar year.
- 4. An employee excused from jury duty for the day with two (2) or more hours remaining in his or her work schedule must return to work for the balance of the day to receive compensation from the Employer.
- 5. In order to receive payment, an employee must give the Employer at least two (2) days prior notice that he/she has been summoned for jury duty, shall furnish satisfactory evidence that he/she reported for or performed jury duty on the day(s) for which he/she claims such payment and must submit and endorse to the County all payments received for all jury duty for which the employee is paid by the Employer.

ARTICLE 12 COMPENSATION

Section 1. Pay Rates . See Appendix A. No retroactive pay issued until the contract is drafted, approved and executed by both parties.

A. Pay Increases:

- 2011 – 0%.
- 2012 – 1.5%.
- 2013 – 2.00%.

B. Compensation Rates for new hires.

Level 8 Supervisory Unit eligible full time employees hired on or after January 1, 2011 will be compensated at 70% of applicable grade level pay for 2011.

Level 8 Supervisory Unit eligible full time employees hired on or after January 1, 2011 will be compensated at 75% of applicable grade level pay for 2012.

Level 8 Supervisory Unit eligible full time employees hired on or after January 1, 2011 will be compensated at 80% of applicable grade level pay for 2013.

Management is agreeable in that the grown in will continue to mature in the next agreement.

Section 2. Reclassification Procedure .

- A. When there is a significant change in the duties and responsibilities of a job classification within a department, an employee may request a job reclassification by providing to his or her Department Head or elected official, a proposal which shall include the position's job description, a written statement of the current duties of the position and how it differs from the job description, and all justifications for any reclassification.
1. Reclassification requests must be submitted to the County Administrator/Controller as soon as possible each year, but no later than September 30th of each year, so that a decision can be made prior to the County's budget process.
 2. An employee may not submit more than one reclassification proposal each calendar year.
- B. A Department Head or Elected Official shall review the reclassification request of an employee and, if the request has merit in the Department Head or Elected Official's discretion, forward the proposal to the County Administrator/Controller.
- C. The County Administrator/Controller shall convene a Reclassification Advisory

Committee, which shall consist of the County Administrator/Controller, the Chair of the P3 Committee of the Board of Commissioners, and the Unit Chair Person for the bargaining unit containing the affected position.

D. Any approved reclassification shall be included in a department's budget request for the subsequent year and will become effective on January 1.

E.

1. In considering reclassification requests, the Reclassification Advisory Committee may meet with the employee seeking reclassification, the employee's supervisor and/or the employee's Department Head or Elected Official.

2. In analyzing each request, the Reclassification Advisory Committee may consider significant changes that have occurred in the following factors:

- a. Education/experience required.
- b. Judgment/independent action.
- c. Internal/external communication.
- d. Supervisory responsibility.
- e. Job complexity.
- f. Impact of job on County operations and other individuals.
- g. Mental demands.
- h. Physical demands.
- i. Working conditions/hazards.

3. A vote of the majority of the Committee to approve a proposed reclassification will be required for it to be forwarded to the P3 Committee of the Board of Commissioners for further consideration.

4. The P3 Committee of the Board of Commissioners shall review a proposed reclassification forwarded to it and decide whether to recommend it to the full Board of Commissioners for approval

5. The Board of Commissioners shall make the final determination if any employee is to be reclassified. A position may be assigned to a higher pay classification based on the job analysis completed by the Reclassification Advisory Committee and the Board of Commissioners. The Board of Commissioners' final determination is not subject to any grievance procedure contained in this Agreement.

6. In the absence of a request by an employee, where there is evidence that a significant change in the duties and responsibilities of a job classification justifies a reclassification, a Department Head may recommend to the County Administrator/Controller or the County

Administrator/Controller on his or her own may also initiate the process described in this Section.

Section 3. Pay Grades .

A. Starting Pay.

1. Each new employee covered by this Agreement shall be hired at the minimum of the approved pay grade for the position for which he/she was hired.
2. Thereafter, the employee shall advance on the salary schedule in accordance with his/her length of service in such classification.
3. A Department Head may recommend to the Board of Commissioners for its consideration and approval that an employee be started above the minimum of the pay grade but not at a rate exceeding the maximum of the pay grade.

B. Credit Transfer. A Department Head may recommend to the Board of Commissioners for its consideration and approval that a County employee transferring from a regular full-time County position not covered by this Agreement to a regular full-time position covered by this Agreement may be credited with his/her prior County service for purposes of placement on the pay grade.

C. Employee Promotion. The rate of pay for employees who have been promoted to a higher level of classification will be adjusted to the minimum of the rate of pay range of the higher classification, or to the lowest salary step on the higher classification above the employee's current rate of pay, whichever is higher.

D. Employee Reclassification .

2.The rate of pay for employees who have been reclassified to a position in a higher level classification will be adjusted to the minimum of the rate of pay of the higher classification or to the lowest salary step on the higher classification above the employee's current rate of pay, whichever is higher.

6. The rate of pay for employees who have been reclassified to a position in a lower level classification will be at the employee's current level or adjusted to the maximum of the range of pay of the lower level, whichever is lower.

E. Transfer. The rate of pay for employees who have transferred to a position in the same classification will remain unchanged.

Section 4. Longevity .

- A. Purpose and Eligibility. Longevity compensation is granted to regular full-time employees and on a pro rata basis to regular part-time employees based on their accumulated years of service since their employee anniversary date.
- B. Amount Granted. The amount of longevity compensation granted to eligible employees varies with the length and amount of accumulated service from their anniversary date as shown in the following schedule:

For eligible full-time employees hired before January 1, 2011.

<u>Years of Service</u>	<u>Compensation</u>
Five	\$125
Six	\$150
Seven	\$175
Eight	\$200
Nine	\$225
Ten	\$250
Eleven	\$275
Twelve	\$300
Thirteen	\$325
Fourteen	\$350
Fifteen	\$375
Sixteen	\$400
Seventeen	\$425
Eighteen	\$450
Nineteen	\$475
Twenty +	\$500

For eligible full-time employees hired on or after January 1, 2011.

<u>Years of Service</u>	<u>Compensation</u>
Five	\$100
Eight	\$200
Twelve	\$300
Eighteen	\$500
Twenty-two	\$800
Twenty-eight	\$1000
Thirty-two	\$1500

For eligible full-time employees hired on or after January 1, 2011, the education compensation will be as follows.

Education Compensation

<u>Years of Service</u>	<u>Associates</u>	<u>Bachelors</u>	<u>Masters</u>
One	\$200	\$500	\$1000
Five	\$250	\$600	\$1200
Ten	\$400	\$800	\$1500
Fifteen	\$500	\$1000	\$1800
Twenty	\$800	\$1500	\$2200
Twenty-five	\$1000	\$1800	\$2500
Thirty	\$1200	\$2000	\$3000

The education compensation will go away as a new hire reaches the top of the grow in wage scale.

- C. Payment Schedules . Longevity and education payments will be made annually by separate check to eligible employees on the first payday following the employee’s anniversary date. If a retiree has completed at least six months into the year, he or she will receive a pro-rata longevity payment with retirement.

Section 5. Auto Expense Reimbursement . Employees who use their personal cars for Employer business shall be reimbursed at the mileage rate as currently approved by the Branch County Board of Commissioners.

Section 6. Tuition Reimbursement .

- A. Provided the Employer has given prior approval, the Employer shall pay for tuition for employees who have at least one (1) year of continuous service for taking courses relating to their employment, provided such courses are not otherwise funded by a Federal or State grant or program.
- B. All courses must be approved, in writing, by the Employer as pertinent to the employee’s work.
- C. Reimbursement will be made upon proof of expenditures and submission of certification that the course has been successfully completed with a minimum of a “B” grade or a passing grade for a pass/fail course.
- D. Reimbursement will be made within two (2) weeks of such submission.
- E. Approval of a particular course or the taking of a course by a particular employee shall not be automatic and is a matter reserved solely to the

discretion of the Employer.

- F. The employee may receive paid time off to attend classes in lieu of payment of tuition, at the discretion of the Employer.
- G. If tuition or other course fees and costs are reimbursed to an employee by the Employer, seventy-five percent (75%) of such fees and costs shall be repaid by the employee if he/she leaves employment in less than twelve (12) months of the date of reimbursement, or fifty percent (50%) if more than twelve (12) months, but less than twenty-four (24) months of the date of reimbursement; provided, however, that tuition, registration or other course fees of One Hundred Dollars (\$100) or less shall be exempt from this requirement.
- H. Employees who are laid off as a result of position elimination and/or budgetary reductions and are not recalled, or employees discharged for just cause, will not be required to meet this repayment provision.

Section 7. Emergency Closure . When it is determined to be in the best interest of the employees to close the Courthouse, or curtail services as the result of snow storms, tornadoes or other such emergencies, no loss of pay or benefits will result from the closing or curtailment, provided the decision has been made by the Chair of the Board of Commissioners. If employees report to work, and subsequently are given permission to leave by the department head or elected official prior to a decision that is made by the Chair of the Board of Commissioners, then a loss of pay will result unless the department head or elected official has authorized the use of vacation or personal time.

Section 8. Continuing Education . In order to enable employees to keep abreast of changes, systems, procedures and information within their respective fields, funds may be provided within each department's budget for memberships, registrations, travel and seminar expenses to the extent the Employer deems appropriate.

**ARTICLE 13.
INSURANCE**

Section 1. Health Plan.

Basic Health Care Plan for Employees hired prior to January 1, 2011.

A. During the term of this agreement the employer agrees to provide for each full-time employee who has completed thirty (30) calendar days of employment with the employer, the employer's basic health care plan to include dependent coverage, which plan shall include the CB PPO 17 including and subject to the following.

1. Deductible; \$250.00 for single / \$500.00 for 2 – person and full family per Plan Year.
2. Co-Pay. 80% / 20% co-pay with maximum amount the employee shall pay out-of-pocket annually to be \$1,000 single / \$2,000 for 2 – person and full family, in addition to whatever amount the employee pays under the deductible.
3. Prescription Co-Pay. \$10.00 / \$40.00 prescription drug co-pay (for all plans including all options for all years 2011, 2012, and 2013.
4. Office Co-Pay. \$20.00 office visit co-pay.

Wellness Program:

During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained. Also in the 2012 contract year, the Qualification form used for the wellness program will not include the Members measurement column or the depression criteria. Beginning in the 2013 contract year, the use of the member measurements column will be reintroduced if it is difficult to get an objective form completion. If this is the case, management will absorb the cost of measurement testing as required in the member measurement column.

The CB PPO 3 (17) (with \$250/\$500 deductible) as an option is as follows for employees hired before January 1, 2011:

2011		
<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
\$00.00	\$00.00	\$00.00

	2012		
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$00.00	\$00.00	\$00.00
Without Wellness	\$18.96	\$30.36	\$50.36

	2013		
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$00.00	\$00.00	\$00.00
Without Wellness	\$22.96	\$32.36	\$56.36

B. Options:

1. Wellness Program

During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained. Also in the 2012 contract year, the Qualification form used for the wellness program will not include the Members measurement column or the depression criteria. Beginning in the 2013 contract year, the use of the member measurements column will be reintroduced if it is difficult to get an objective form completion. If this is the case, management will absorb the cost of measurement testing as required in the member measurement column.

1. The CB PPO I (16) (with \$250/\$500 deductible) as an option for employees hired before January 1, 2011.

	2011		
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
	41.96	\$89.36	\$108.45

	2012		
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$45.96	\$94.36	\$116.45
Without Wellness	\$60.96	\$124.36	\$178.36

	2013		
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$48.96	\$98.36	\$125.45
Without Wellness	\$72.96	\$134.36	\$192.36

2. Wellness Program:

During the 2011 contract year, management will set up training programs and seminars for all employees to explain the new wellness program that begins in the 2012 contract year and continues into the 2013 contract year. Administration of the program will also be explained. Also in the 2012 contract year, the Qualification form used for the wellness program will not include the Members measurement column or the depression

criteria. Beginning in the 2013 contract year, the use of the member measurements column will be reintroduced if it is difficult to get an objective form completion. If this is the case, management will absorb the cost of measurement testing as required in the member measurement column.

For employees hired on or after January 1, 2011, insurance is as follows. The CB PPO 14 (with \$1,000/\$2,000 deductible, \$30 Office Visit, \$30 Chiro, \$150 ER, and \$1,000/\$2,000 Co-Insurance).

1. Deductible: \$1,000 for single / \$2,000 for 2 person and fully family per plan year.
- 2.Co-Pay. 80% / 20% co-pay with maximum amount the employee shall pay out-of-pocket annually to be \$2,000 single / \$4,000 for 2 – person and full family, in addition to whatever amount the employee pays under the deductible.
- 3.Prescription. \$10.00 / \$40.00/\$60.00 prescription drug co-pay (for all plans including all options for all years 2011, 2012, and 2013).
4. Office Co-Pay. \$30.00 office visit co-pay; \$30.00 co-pay for chiro care limited to 12 visits per year; \$30.00 for urgent care; \$150.00 for emergency room visits.

(a) Employee premium cost sharing for the 2011 optional CB PPO 14 shall be as follows (cost per month):

2011		
<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
\$00.00	\$00.00	\$00.00

2012			
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$00.00	\$00.00	\$00.00
Without Wellness	\$18.96	\$30.36	\$50.36

2013			
	<u>single subscriber</u>	<u>2 person</u>	<u>Family</u>
Wellness	\$00.00	\$00.00	\$00.00
Without Wellness	\$22.96	\$32.36	\$56.36

5. The preventative care maintenance (PCM) shall be \$750.00 annually.

6. Premiums.

(a) 2011 - In 2011 the Employer shall absorb a +10% cost increase

over the 2010 premium cost. Any 2011 premium cost increase which exceeds 10% up to 14% of the 2010 cost shall be split between the Employer and the employee 50/50.

- (b) 2012 - In 2012 the Employer shall absorb a +10% cost increase over the 2011 premium cost. Any 2012 premium cost increase which exceeds 10% up to 15% of the 2011 cost shall be split between the Employer and the employee 50/50.
- (c) 2013 - In 2013 the Employer shall absorb a +10% cost increase over the 2012 premium cost. Any 2013 premium cost increase which exceeds 10% up to 16% of the 2012 cost shall be split between the Employer and the employee 50/50.

3. Traditional Plan Option: The employee shall have the option to enroll in the Traditional Blue-Cross Plan if the employee pays the full difference in cost by payroll withholding and the plan is available from the insurer.

- C. Family Continuation. The cost of family continuation shall be paid by the employee regardless of the plan selected by the employee.
- D. Sponsored Dependents. The cost of sponsored dependents coverage shall be paid by the employee regardless of the plan selected by the employee.
- E. Applicable insurance premium cost sharing shall be withheld in the first two payrolls each month.
- F. Cash in Lieu of Option. In the event the employee has health plan participation available from another source the employee may elect to opt out of Branch County participation and receive a cash payment in lieu thereof at \$1,000.00 quarterly or \$4,000.00 per year for 2011, \$1,125.00 quarterly or \$4,500.00 per year for 2012, and \$1,250.00 quarterly or \$5,000.00 per year for 2013

For employees hired on or after January 1, 2011.

In the event the employee has health plan participation available from another source the employee may elect to opt out of Branch County participation and receive a cash payment in lieu thereof at \$375.00 quarterly or \$1,500.00 per year for 2011, \$,500.00 quarterly or \$2,000.00 per year for 2012, and \$625.00 quarterly or \$2,500.00 per year for 2013 for employees hired on or after January 1, 2011.

- G. Spousal Coordination. Where the spouse of a Branch County employee has health insurance coverage available to the Branch employee comparable in coverage and cost to the Branch Plan, the Branch employee must opt for coverage under the spouse's plan and exercise the cash-in-lieu of option as set forth at Section 1F above.

- H. In the event the Board of Commissioners negotiates or awards a health plan benefit during 2011, 2012, or 2013 which exceeds the benefit levels or cost advantage to the employee under this Agreement, the same shall be made available to this unit. Exception - Act 312 eligible employees.

Section 2. Dental and Vision Insurance . The Health Plan shall include dental and vision coverage on the same terms as provided to managerial/executive employees, officials and judges.

Section 3. Sickness and Accident Insurance .

- A. The Employer shall provide and pay the cost of a sickness and accident insurance program for employees following six (6) months of employment. This insurance program shall provide weekly indemnity payments only.

B. Weekly Indemnity Payments.

1. Employees who become totally disabled and prevented from working for remuneration or profit and who are otherwise eligible, shall receive from the Employer's insurance carrier, weekly indemnity benefits consisting of seventy percent (70%) of the employee's gross regular weekly wage rate up to a maximum of Three Hundred Dollars (\$300.00).
2. This benefit shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization, or from the sixty-first (61st) day of disability due to sickness, for a period not exceeding twenty-six (26) weeks for any one (1) period of disability.
 - (a) The Employer may provide a shorter elimination period than that required by the Contract in its sole discretion.
3. Employees are not eligible for this benefit for any disability for which they may be entitled to indemnity compensation paid under a retirement plan, the Social Security Act, or any Worker's Compensation Act.
4. Further, any salary payments made under a continuation plan, such as sick leave, provided for in this Agreement shall be reduced by the amount of benefits received pursuant to this Section.

Section 4. Life Insurance. The Employer shall provide and pay the cost of a term policy of life insurance, providing such coverage for each employee who has completed at least six (6) months of employment, said term life insurance policy to provide a death benefit in the amount of Twenty-Five Thousand Dollars (\$25,000.00).

Section 5. Flexible Benefits Plan. The Employer shall provide the same Section 125 Cafeteria Plan as is provided to other Branch County employees.

Section 6. Continuation of Benefits . Except as otherwise provided, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on leave of absence, layoff, retired or are otherwise terminated beyond the month in which such layoff, leave of absence, or retirement commenced or termination occurred.

Section 7. Selection of Insurance Carrier . The Employer reserves the right to select or change the insurance carrier providing the benefits stated in Section 1, to be a self-insurer, either partially or wholly with respect to any such benefits and to select the administrator of such benefits, provided the level of such benefits remains substantially equivalent.

**ARTICLE 14
RETIREMENT**

Section 1. Retirement. The Employer agrees to maintain the present County retirement plan for current employees hired before January 1, 2011 covered by this Agreement. Benefits will be provided in accordance with the "Plan Document" approved by the Branch County Board of Commissioners. Employees hired on or after January 1, 2011 will have a retirement plan described as a one and one plan, outlined in Section 3A.

Section 2. The Plan shall provide a normal retirement benefit after a participant attains age 62 and five (5) years of participation in the Plan, or attains a number of years of service with the County plus employee's age to equal 85, whichever is earlier.

Section 3. The normal retirement benefit shall be two percent (2%) of Average Annual Compensation (unless employee opted for higher multiplier as offered in previous contract) multiplied by years of participation in the Plan for employees hired before January 1, 2011, as provided in the Plan Document.

Section 3A. The normal retirement benefit shall be the one (1%) and one (1%) plan for employees hired on or after January 1, 2011, which is one percent multiplier for a defined benefit plan and one percent employer contribution to a defined contribution plan. Participation in the Defined Benefit plan is mandatory for all members hired after January 1, 2011. The defined benefit plan is one percent (1%) of Average Annual Compensation multiplied by years of participation in the plan, as provided in the Plan document. Employee contribution continues at 3% for the first \$4,800 earned annually and 5% thereafter. The defined contribution plan is a maximum of one percent employer contribution to the employee's choice of funds as provided by employer sponsored defined contribution programs as follows.

<u>Employee Contribution</u> 3% +	<u>Employer Contribution</u> 1%
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The total employer contribution does not exceed 1%.

Section 4. Retiree Hospitalization Insurance (for employees hired before January 1, 2011).

- A. Employees who retire after having attained age 62 or having attained a number of years of service with the County plus employee's age to equal 85, shall be eligible to continue group hospitalization insurance coverage under a plan providing such benefits for employees who are covered by this Agreement, if any, as those benefits may be changed from time to time by the parties.

- B. The Employer shall contribute on a monthly basis eight dollars (\$8.00) for each year of an employee's credited service toward hospitalization insurance premium costs for all eligible employees covered by this Agreement who retire after the date of its execution. The monthly contribution called for by this Section shall not exceed Two Hundred Dollars (\$200.00)
- C. To be eligible for the premium contribution set forth in subsection B, an employee must have been employed by the Employer in a position covered by this Agreement for a period of not less than twenty-five (25) years. Retired employees who are not eligible for premium contributions shall be permitted to purchase health insurance at group rates through the County provided it is acceptable with the carrier and there is no additional cost to the County by such practice.
- D. The Employer's contribution obligation under subsection B shall terminate for a retired employee after five (5) years of Employer contribution for that employee, or when the retired employee becomes eligible for Medicare, whichever comes first.
- E. If insurance is available to the retired employee through his or her spouse or other post-employment, such insurance must be used before the retired employee will be eligible for any premium contribution by the Employer under this Section.

There is no Retiree Hospitalization Insurance for employees hired on or after January 1, 2011.

PERSONNEL FILE PROCEDURE

Section 1. Contents of the Personnel File.

- A. The Employer maintains a personnel file on each employee.
- B. The personnel file includes such information as the employee's job application, performance evaluations, documentation of reassignments and salary increases, and other employment records.
- C. Employee medical records shall be maintained separately and apart from other employee personnel records.

Section 2. Inspection of the Personnel File.

- A. Personnel files are the property of the Employer and access to the information they contain is restricted.
- B. Generally, only the immediate supervisor, Department Head, and other County personnel who have a legitimate reason, as determined by the Employer, are allowed to review the information in a personnel file, unless disclosure is otherwise required by law.
- C. Employees are entitled to inspect the contents of their personnel files.
- D. Employees who wish to inspect their own personnel file should contact the payroll office.
- E. With reasonable advance notice, employees can review the content of their personnel file in the presence of a payroll office clerk.

Section 3. Personnel Data Changes. Employees are responsible for notifying the Payroll Department of any changes in personnel data. Personal information such as mailing addresses, telephone numbers, individuals to be contacted in the event of an emergency and dependents covered by County-provided insurance should be accurate and up-to-date.

**ARTICLE 16
MISCELLANEOUS**

Section 1. Non-Discrimination. In the process of hiring, promoting, disciplining, and separation from employment, no person shall be discriminated against because of sex, race, color, national origin, age, religion, marital status, disability, height, or weight. The Branch County Policy Prohibiting Harassment and Discrimination is hereby incorporated by reference.

Section 2. Gender. The masculine pronoun, whenever used in this Agreement, shall include the feminine pronoun.

Section 3. Severability. The provisions of this Agreement are independent of and severable from each other. If any provision or any portion of a provision contained in this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

This Agreement is effective as of the date and year above written.

UAW Local 1294

By: _____
Verna Winger

Its: _____

Dated: _____

**County of Branch Board of
Commissioners**

By: _____
Dale Swift, Board Chairman

Dated: _____

**Branch County Drain
Commissioner**

By: _____
Ann Edgell

Its: _____

Dated: _____

By: _____
Michael W. Hard
Drain Commissioner

Dated: _____

Branch County Prosecuting Attorney

By: _____
Rick Ringman]

Its: _____

Dated: _____

By: _____
Terri Norris
Prosecuting Attorney

Dated: _____

Branch County Sheriff

By: _____
[name]

Its: _____

Dated: _____

By: _____
Warren Canon
Sheriff

Dated: _____

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