

AGREEMENT

Between

CHEBOYGAN COUNTY BOARD OF COMMISSIONERS

And

**AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, COUNCIL NO. 25, AFL-CIO (AFSCME)**

And

**CHEBOYGAN COUNTY BUILDING EMPLOYEES
CHAPTER OF LOCAL NO. 1325 (AFSCME)**

January 1, 2011– December 31, 2013

COUNTY OF CHEBOYGAN AFSCME CONTRACT

THIS AGREEMENT, effective the 1st day of January, 2011, made and entered into between the CHEBOYGAN COUNTY BOARD OF COMMISSIONERS and the various elected officials identified on page 30 (hereinafter referred to as the "Employer" and/or the "County") and MICHIGAN COUNCIL #25 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, and its affiliate CHEBOYGAN COUNTY COURT HOUSE EMPLOYEES CHAPTER OF LOCAL #1325, hereinafter referred to as the UNION.

The parties do hereby agree as follows:

ARTICLE 1 PURPOSE AND INTENT

Section 1. General Purpose of Agreement. The general purpose of this Agreement is to set forth the terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the County, the employees and the Union.

Section 2. Employee Job Security and County's Obligation to Provide Proper Service. The parties recognize that the interest of the County and the job security of the employees depend upon the County's success in establishing a proper service to the County.

Section 3. Friendly and Cooperative Relations. The County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

Section 4. Captions and Headings. The headings used in this Agreement and the documents appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

ARTICLE 2 RECOGNITION

Section 1. Collective Bargaining Unit. The Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the following bargaining unit:

All part-time employees and all full-time employees employed by the Cheboygan County Board of Commissioners, excluding Sheriff's Department employees, temporary employees, seasonal employees, elected officials, Commissioners and supervisors as defined in the Act.

- (a) Effective upon the execution of the 1998-2000 collective bargaining agreement, the Deputy Treasurer and Deputy Clerk positions shall be removed from the bargaining unit and may perform bargaining unit work, provided that the initial vacancies shall be filled by members of the bargaining unit. The positions formerly held by the deputy clerk and deputy treasurer shall be re-titled "assistant clerk" and "assistant treasurer" and shall remain in the bargaining unit.

Section 2. Definitions and Employee Coverage. For purposes of the recognition granted the Union and for purposes of this Agreement, the parties agree that a regular full-time employee and a regular part-time employee shall be defined as follows:

- (a) *Regular Full-time Employee.* A regular full-time employee is defined as an employee who is employed by the County on a regular full-time basis and whose normal schedule of work usually consists of thirty-five (35) to forty (40) hours per week on a continuous basis.
- (b) *Regular Part-time Employee.* A regular part-time employee is defined as an employee who is employed by the County on a regularly scheduled basis working a minimum of (21) hours to thirty four (34) hours per week.

New Employee Orientation-The Local Union President or if designated, the Area Steward, will be given an opportunity to meet with new bargaining unit members within thirty (30) days of their arrival within the Local Union's jurisdiction. The meeting will be allowed to take place privately in an appropriate location at the worksite agreeable to management and for a reasonable period.

Section 2.5 Background Checks (Friend of Court) Friend of Court employees are required to sign a release and submit to and pass (to the organization's satisfaction), a criminal history background check. Any position with the FOC that requires direct contact with children (i.e. Investigator/Mediator) will require Central Registry Clearance through the Michigan Department of Human Services Office to determine if that current/potential employee has had any complaints filed and /or investigated with respect to child abuse or neglect.

Section 3. Temporary and Seasonal Employees. The County reserves the right to hire temporary employees and seasonal employees from time to time. Temporary employees and seasonal employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. It is recognized and agreed that such employees may perform any work as determined appropriate by the County from time to time.

The County agrees that the utilization of such employees shall not be the reason a regular full-time employee in the bargaining unit is laid off and shall not be the reason a regular full-time employee in the bargaining unit suffers a reduction in regular working hours that otherwise would have been available.

The County further agrees that such temporary and seasonal employees shall not receive a rate of pay greater than the entry level of employees similarly employed.

Section 4. Union Security. Requirement of Union Membership.

(a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of continued employment to continue membership in the Union for the duration of this Agreement.

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, or contribute a service fee in accordance with applicable law to the Union on or before the thirtieth (30th) day following such effective date.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union for the duration of this Agreement, or contribute a service fee in accordance with applicable law to the Union on or before the thirtieth (30th) day following the beginning of their employment in the unit.

(d) An employee who shall tender an initiation fee (if not already a member) and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Section.

(e) Employees shall be deemed to be members of the Union within the meaning of this Section if they are not more than sixty (60) days in arrears in payment of membership dues.

Section 5. Union Dues and Initiation Fees.

(a) Payment by Check off.

Employees shall tender the initiation fee and monthly membership dues by signing the Authorization for Check off of Dues Forms.

Check off Forms: During the life of this Agreement and in accordance with the terms of the Form of Authorization of Check off of Dues hereinafter set forth, the Employer agrees to deduct Union membership dues levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check off of Dues Form:

AUTHORIZATION FOR PAYROLL DEDUCTION

I hereby request and authorize you to deduct from my earnings the Union membership initiation fee, assessments and, once each month an amount established by the Union as monthly dues. The amount deducted shall be paid to the Treasurer of the Union.

P.E.O.P.L.E. Check Off- any employee who is a member of the Union may participate in the P.E.O.P.L.E wage deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

COUNTY OF CHEBOYGAN
AFSCME CONTRACT

By

(Print Last Name) (First Name) (Middle Name)

TO

(Employer)

(Department)

Date to Start
Deduction

Address _____

(b) When Deductions Begin.

Check off deductions under all properly executed Authorization for Check off of Dues Forms shall become effective at the time the application is signed by the employee and shall be deducted from the first day of the month and each month thereafter.

(c) Remittance of Dues to Financial Officer.

Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, with a list for whom dues have been deducted no later than the fifth (5th) day of the month following the month in which the deductions are made. The information shown on the list remitted to the Union financial officer shall be in accordance with the Employer's current practice.

(d) Termination of Check off.

An employee shall cease to be subject to check off deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The local union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) If a dispute arises as to whether or not an employee properly executed a written check off authorization form, no further deductions shall be made until the matter is resolved.

(f) The County shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to hold the County harmless for any and all claims arising out of its agreement to deduct dues and initiation fees. The County shall not be liable to the Union if such deductions for dues and initiation fees are lost when remitted by United States mail.

ARTICLE 3 REPRESENTATION

Section 1. Bargaining Committee. For the purposes of representation hereunder, the County will recognize a Bargaining Committee of not to exceed three committee people, all of whom (other than present employees) shall be employees of the County having not less than one year of service with the County, selected by the Union from the regular full-time and regular part-time employees in any manner determined by it; one of whom may be designated as the Chairperson of said Committee. The Union shall notify the County in writing, as to the names of the persons so selected or designated, and any changes therein, immediately upon their selection and, upon receipt of such notice; the County will extend such recognition to such person. Three (3) alternate Bargaining Committee persons may be elected or selected by the Union to serve temporarily in place of the elected or selected Union representative due to the absence of such representative. Alternate Bargaining Committee persons shall have the same rights, duties, limitations and obligations as an elected or selected Bargaining Committee person during the period of replacement. The Union shall notify the County in writing of any appointment of an alternate Bargaining Committee person before recognition is granted by the County.

Section 2. Stewards and Alternate Stewards. The County will recognize a steward and alternate steward selected by the employees to act in the handling of grievances, as hereinafter provided. The alternate steward shall be recognized if requested by the grievant or in the event the steward is absent.

Section 3. Lost Time in Grievance Processing. The steward, during working hours, without loss of time or pay, may use a reasonable amount of time in presenting grievances to supervision.

Section 4. Non-Employee Representatives. The County will, likewise, recognize members of the Union who are not employees for matters of representation of this contract provided that the Union advises the County of the names of these non-employee representatives in writing prior to their recognition.

ARTICLE 4 GRIEVANCE PROCEDURE

Section 1. Verbal Procedure – Immediate Supervisor. Any employee having a specified grievance claiming violation of any part of this Agreement must first present the same, on a verbal basis, to their **immediate supervisor**, either individually or together with his steward, at the employee's option. The supervisor shall give his answer within two (2) working days.

Section 2. Written Procedure – Department Head. If the matter is not thereby disposed of, it will be submitted, in written form, by the employee or their steward, in duplicate, within ten (10) working days of the occurrence of the facts giving rise to the grievance, to the **Department Head** who shall acknowledge receipt of the written grievance by signing and dating it. Said Department Head shall, within three (3) working days after receipt, meet with the employee and/or their steward and/or Human Resources Director to discuss the grievance and, within two (2) working days thereafter, shall give their written decision and return one copy to the employee or steward who shall acknowledge receipt of the written decision by signing and dating it.

In cases where a bargaining unit member's immediate supervisor or department head is not the subject of an official grievance, the Human Resources Director is to be recognized as the 'management representative' designated to receive and sign for an official grievance form on behalf of the employer. And the Human Resources Director is to provide a written response within five (5) working days. If the matter is not thereby settled, Section 4 of the Article is the next appropriate step in the grievance process.

Section 3. Written Procedure – County Administrator. If the matter is not thereby settled, the employee and/or their steward may, within five (5) working days after receipt of the Department Head's decision, submit the grievance to the **County Human Resource Director** who shall acknowledge receipt of the written grievance by signing and dating it. Said Administrator shall, within five (5) working days after receipt thereof meet with the employee and/or the Bargaining Committee to discuss the grievance and within five (5) working days thereafter shall give him/her written decision to the Chairperson of the Bargaining Committee, who shall acknowledge receipt of the written decision by signing and dating it.

Section 4. Written Procedure – Appeal Meeting. If the matter is not thereby settled, the Bargaining Committee may, within thirty (30) working days after receipt of the decision of the County Administrator, file with him/her a notice that the Union desires to appeal it. The County Administrator shall arrange such appeal meeting to be held within ten (10) working days after receipt of such notice. At such meeting, either party may be represented by any outside representative of its choice, and outside representatives of the Union may meet with the Bargaining Committee for not to exceed one-half hour before the meeting begins. The County Administrator shall, within seven (7) working days after such meeting, give written decision to the Chairperson of the Bargaining Committee.

Section 5. Special Conferences. Special conferences on important and urgent matters relating to the administration of this Agreement will be arranged between the Bargaining Committee and the County upon the request of either party. The members of the Committee may attend such meetings. 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 two (2) working days prior to the conference. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 3:00 P.M. and 5:00 P.M. The members of the Committee shall not lose time or pay for time lost in such Special Conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

Section 6. Time Limitation. All grievances must be presented and processed as provided in this Article, and within the time limits prescribed, in order to be valid. Any grievance not taken from one step of the grievance procedure to the next within said limits shall be considered as settled on the basis of the last preceding decision. Said time limits may be extended by mutual agreement. Failure of the Employer to respond within the time limits prescribed above shall result in their automatic advancement to the next step of the grievance procedure.

Section 7. Discharge or Disciplinary Suspension Action. The Employer agrees that reasonably promptly following the discharge of an employee or the disciplinary suspension of an employee, to notify the Chairperson of the Bargaining Committee thereof in writing of the reason for the discharge or disciplinary suspension. The discharged or disciplinary suspended employee will be allowed to discuss the matter privately with his steward following such action, provided, that, the action was taken while the employee was regularly at work and, provided, that, the steward is presently available. If such action is claimed to be in violation hereof, a grievance may be filed within two (2) working days thereafter, beginning at the County Administrator's level (Section 3 above). In imposing discipline or discharge on a current charge, the Employer will not take into account any prior infractions, which occurred more than thirty (30) months previously, except for intentional and material misstatement or omission on applications for employment or in cases involving physical, sexual and/or mental abuse.

ARTICLE 5 ARBITRATION

Section 1. Arbitration Request. In the event that any grievance or dispute growing out of the interpretation or application of this Agreement is not settled through the grievance procedure of the preceding Article, the Union may request Arbitration within thirty (30) days from the last disposition thereof under Section 4 of the Article 4 above. All such request shall be in writing, by registered or certified mail addressed to the County Administrator and shall state in a reasonable precise manner the issue to be decided, the Sections of the Agreement which are claimed to have been violated, and the basis

on which such violation is claimed. If not so requested within said thirty (30) day period, the matter shall be considered settled on the basis of the last preceding disposition.

Section 2. Multiple Grievances. Not more than one grievance or dispute may be submitted in one arbitration proceeding except by mutual agreement of the parties.

Section 3. Selection of Arbitrator. If the parties fail, within ten (10) working days from the date of County receives such request, to agree upon an impartial arbitrator, the Union may submit the matter and obtain a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service. The arbitration process will be conducted following American Arbitration Association (AAA) protocol. The matter may be submitted to one (1) arbitrator chosen by mutual agreement from the panel of seven (7) arbitrators. If the parties are unable to agree upon an arbitrator from this panel, the arbitrator shall be selected by each party alternately striking a name from the panel of arbitrators with the remaining name serving as the arbitrator.

Section 4. Arbitration Hearings. After designation of such arbitrator, a hearing shall be held as soon as practicable and the Arbitrator shall issue an opinion and award, both in accordance with said Rules, which shall be final and binding on the parties and the employee(s) involved. Said award shall be subject to any law or governmental regulation applicable thereto.

Section 5. Cost of Arbitration. The fee of the Arbitrator, his/her travel expense, the filing fee and the cost of any room or facilities shall be borne equally by the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing on behalf of either party shall be borne by the party incurring them.

Section 6. Arbitrator's Powers. The Arbitrator shall have no power to add to, subtract from or modify any of the terms of this Agreement, nor to make any recommendation with respect thereto. Neither shall he/she have power to establish or change any classification or wage rate, to rule on any claim arising under an insurance policy or retirement claim or dispute, or to rule on any matter covered by a statute or ordinance. Any other dispute arising out of, or relating to the interpretation or proper application of this Agreement, based upon a grievance of any employee alleging violation thereof, shall be deemed arbitral hereunder.

Section 7. No Strike Clause. The Union agrees that during the term of this Agreement, neither it nor its officers, representatives, committee people, stewards, employees, nor its members will for any reason directly or indirectly call, sanction, or engage in any suspension of work or other interference with the operation of the County. The Union further agrees that it will actively oppose and discourage any such action on the part of individual employees or other individuals and will not support them in any violation of this Section or oppose their discipline or discharge for doing so.

The County reserves the sole right to discipline an employee or employees to and including discharge for violating any of the provisions of this Section. Any appeal to the

grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any prohibited activity provided in this Section.

Section 8. Retroactivity of Arbitration Award. No award involving wages due any grievance shall be made retroactive for more than thirty (30) days prior to the date the grievance was first submitted in writing.

ARTICLE 6 RIGHT TO MANAGE

Section 1. The County, as the Employer, retains the inherent rights:

- (a) To do all acts and things and exercise all powers vested in it by law.
- (b) To manage its affairs efficiently and economically.
- (c) To maintain order and efficiency in its operations.
- (d) To hire, layoff, assign, transfer, and promote employees.
- (e) To exercise control of all properties and equipment.
- (f) To install, modify or change methods of operations, work schedules and equipment.
- (g) To discipline, including suspensions from work and discharge of employees for cause.
- (h) To establish, enforce and revise reasonable rules and regulations for the purposes of maintaining order, safety and the efficient operation of the County.
- (i) To subcontract bargaining unit work to other units of government or non-governmental entities, or to merge or consolidate operations with another unit of government, upon prior written notice to the Union, provided that (1) no employee shall be laid off as a result of the subcontracting, merger or consolidation and (2) this provision shall not be used to reduce bargaining unit overtime or to reduce a full-time position to part-time.
- (j) To exercise all other rights and privileges heretofore belonging to the County (whether or not such rights were heretofore the subject of negotiations between the parties) except such rights as are specifically modified or abridged elsewhere in this Agreement.

None of the foregoing rights shall be exercised in any manner, which is inconsistent with any of the other provisions of this Agreement.

ARTICLE 7 SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the County since the employee's last date of hire. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work for the County. Seniority shall commence only after the

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

Section 2. Probationary Period. All employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the County, after which time the employee's seniority shall be retroactive to their last date of hire. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the grievance procedure. The Union shall represent probationary employees for the purposes of collective bargaining as to all other conditions of employment set forth in this Agreement. There shall be no seniority among probationary employees.

Section 3. Seniority Definition. Seniority shall be on a department-wide basis, in accordance with the employee's seniority date.

Section 4. Seniority Lists. The seniority lists on the date of this Agreement will show the names, job titles and seniority dates of all employees of the unit entitled to seniority. Such seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

Section 5. Loss of Seniority. Seniority shall be lost and the employee terminated if:

- (a) They quit.
- (b) They are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) They are laid off and not recalled to work within two (2) years or the length of their seniority, whichever is the lesser.
- (d) They fail to return to work when recalled from layoff as set forth in the recall procedure. In proper cases exceptions shall be made.
- (e) They fail to report for work on the required date at the end of an authorized leave of absence, including an unpaid sick leave, or vacation unless otherwise excused by the County.
- (f) They are absent from work for three (3) consecutive days without authorization.
- (g) They are absent without authorization on two (2) occasions within one contract year, except where they are able to establish legitimate reasons.
- (h) They are absent for three (3) consecutive working days without notifying their Department Head. In proper cases exceptions shall be made. After such absence, the Employer will send written notification to the employee at their last known address that their employment has been terminated. The

employee may submit the matter to the grievance procedure within the time limit prescribed.

- (i) The employee retires.

Section 6. Super Seniority. Notwithstanding their normal position on the seniority lists, the Unit Chairperson and stewards, in that order, shall be considered as having top seniority for the purposes of layoff and recall only, provided, however, that in all cases such employees must presently have the necessary qualifications and ability to perform efficiently the remaining required work.

Section 7. Layoff Definition. The word "layoff" means a reduction in the working force in any department due to a decrease of work available or scheduled therein, except that disciplinary layoffs shall be governed by Section 7 of Article 4 above.

Section 8. Layoff Procedure. Whenever a layoff occurs, the first employee or employees to be laid off shall be probationary employees (if any) in the particular job classification and department affected by the layoff. If further layoff is necessary the next employee or employees to be laid off shall be the employee or employees with the least seniority in the particular job classification and department affected by the layoff, provided however, that any senior employee retained must presently have the necessary skill and ability to perform efficiently the remaining required work.

It is understood that nothing in this Section shall be interpreted to mean that an employee laid off waives their right to bump a less senior in an equally rated pay or lower rated pay job classification employer-wide, provided that the employee exercising bump rights presently has the necessary skill and ability to perform efficiently the remaining required work. If all other requirements are met, an employee bumping into a different department will be given a two (2) week familiarization period to determine if they can perform efficiently the required work. Any claim of irregularity must be filed with the Department Head within three (3) working days from the date of the indefinite layoff and, if filed, may be made the subject of a special conference. If not resolved thereby, it may be submitted under the grievance procedure.

Section 9. Advance Notification of Layoff. Employees to be laid off for an indefinite period of time will be given at least seven (7) calendar day notice of layoff except in cases of emergency. On the same date, this Unit Chairperson will be given a list of those being laid off.

Section 10. Recall and Recall Procedure. When employees who have seniority with the County are eligible to be recalled to work from layoff status, the employee or employees with the greatest seniority in the particular job classification and department affected by the recall, shall be recalled first and thereafter further recalls shall follow the order of seniority in the job classification and department affected provided, however, that the recalled employee must presently have the necessary skill and ability to perform efficiently the remaining required work.

Notice of recall shall be by telephone and confirmed by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the date of mailing of notice of recall, the employee shall be considered a voluntary quit. The working days referred to in this Section shall be defined to mean normally scheduled working days of the County Court House. It shall be the employee's sole responsibility to keep the employee's current telephone number and mailing address on file with the County on the approved form.

Section 11. Non-Bargaining Unit Position Transfer. If an employee is promoted to a position with the Employer not included in the unit and is then transferred to position within the unit, they shall have accumulated seniority while working in the position to which they were promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if they had not been outside it.

Section 12. Job Advancement and Chief Deputy Classification Exceptions. If an opening occurs in a classification, within a department, resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same. Such openings, which the County desires to fill, will be posted for a period of five (5) working days in a conspicuous place on each floor, setting forth the requirements for the position. Employees within the unit who are interested shall apply within said posting period by submitting their name in writing to the appropriate county official. Employees, who are on an excused absence, vacation, attending seminars, etc., may apply by fax within the time limits, if notified of said vacancy by the Chapter Chairperson or other Union official. Other things being equal, the promotion shall be made on the basis of seniority within the Department.

(a) In the event the senior department applicant is denied the promotion, reasons for the denial shall be given in writing to the Unit Chairperson, provided that this is requested by the Unit Chairperson. If said applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) Employees outside the department will be given consideration in order of seniority. Department Heads will not be required to give written reasons for denial, and such denial will not be subject to the grievance procedure.

(c) Chief Deputy Classification Exception. Vacancies which may occur in permanent job positions in the Chief Deputy job classification and which are intended to be filled by the County shall not be subject to the procedures set forth above in this Section 12 and its subsections (a) and (b). Such vacancies occurring within the Chief Deputy job classification and which are intended to be filled by the County shall be filled within the sole discretion of the Department Head.

Section 13. Military Leave of Absence and Reinstatement. Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to one school term in order to

attend school full-time under applicable Federal laws in effect on the date of this Agreement.

Section 14. Military Reserve and National Guard leave of Absence and Pay. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve pay and their regular pay with the Employer when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in case of an emergency declared by the Governor of the State.

ARTICLE 8 LEAVES OF ABSENCE

Section 1. Leaves of absence for reasonable periods not to exceed the times specified below will be granted upon written request of the employee for:

(a) Injury, illness and/or Pregnancy. After completion of the twelve (12) week family and medical leave requested because of a serious health condition that made the employee unable to perform the functions of their job, a supplemental unpaid disability leave of absence will be granted to employees with seniority who are unable to continue to work for the Employer because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that the employee is incapacitated from the performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits or other paid time and thereafter shall be without pay or benefits. An employee may be on leave for a period of not more than one (1) year. The Employer may request at any time, as a condition of continuance of a leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination at the Employer's expense, and if appropriate, require the employee to take a leave of absence under this Section. Employees who are anticipating a leave of absence under this Section may be required to present a physician's certificate recommending that the employee continue at work, and in all such cases, the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer in writing of any condition which will require a leave of absence under this Section, together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee within thirty (30) calendar days after the employee first learns of the need to request a leave or the employee shall be deemed to have waived any right to leave. All employees returning to work from a leave of absence must present a physician's certificate indicating that the employee is physically and medically able to perform the employee's job. The Employer will then have two (2) weeks within which to reinstate and place the employee, in accordance with the seniority provisions of this Agreement.

(b) Education. Employees may be granted an educational leave of absence without pay in order to pursue a full-time educational program designed to further an employee's skills related to the employee's job with the Employer. No education leave of absence shall be granted beyond a maximum of one (1) year. In order to be granted an educational leave of absence must be approved by the Employer. The Employer may require proof that the approved education program is being pursued.

(c) Personal. Employees may be granted a personal leave of absence without pay within the discretion of the Employer.

Such leaves may be restricted, deferred or denied where economic considerations or other circumstances warrant. They may be extended for like cause and for appropriate periods not exceeding the limits above. Except as expressly provided hereinafter, employees on leave of absence shall not earn or accrue any benefits other than seniority. Employees will not be granted leaves of absence to enable them to engage in employment for another employer.

(d) Workers Compensation Leave. Upon written application, a leave of absence for a period of not more than twelve (12) months will be granted to employees who are unable to continue to work at the County because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving payments from the County subject to the County's right to required medical proof. Paid sick leave may be utilized while on a worker's compensation leave to the extent necessary to maintain the employee's net take-home pay based upon a forty (40) hour week or the employee's normal work week, whichever is less. The County may required at any time, as a condition of continuance of a workers' compensation leave of absence, proof of a continuing inability to perform work with the County. In the event that the County, on the advice of a physician selected by the County, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 2. Union Leave of Absence. Employees elected or appointed to a Union position, not to exceed one (1) at any time, to do work which takes them from their employment with the Employer shall at the written request of the Union receive temporary leaves of absences for periods not less than three (3) months nor more than one (1) year and, upon their return, shall be re-employed at work with accumulated seniority to a position they held or to a position of equal pay.

Section 3. Paid Sick Days. Paid sick days will be granted to all full-time and regular part-time employees covered by this Agreement at the rate of one (1) day for each month of actual service, provided the employee has actually worked a total of at least sixty percent (60%) of the employee's regularly scheduled hours during the month. Regular part-time employees shall receive pro-rata paid time equivalent to the number of hours the employee is regularly scheduled to work. No probationary employee shall be permitted to use paid sick days until after the employee is placed on the seniority list following completion of the probationary period. Paid holidays and paid vacation time under this

Agreement shall be considered hours actually worked for purposes of calculating the sixty (60%) minimum hours requirement established in this Section of this Article of the Agreement.

It is provided that in addition to the use of accumulated paid sick days for an employee's own sickness, employees shall be allowed to use up to a maximum of five (5) paid sick days for full-time employees and a maximum of five (5) paid sick days as pro-rated above for regular part-time employees each contract year out of those paid sick days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. (The five day limit shall not apply to leaves covered by Article 8, Section 7, Family and Medical Leave). Immediate family for this purpose under this Section of the Agreement is defined as meaning: the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee

Employees Hired Before September 1, 1982. Full-time employees hired before September 1, 1982 shall be able to accumulate a maximum of one hundred (100) paid sick days after which time no more paid sick days will be accumulated except to the extent of restoring paid sick days used.

Employees Hired On or After September 1, 1982. Full-time employees who are employed by the County on or after September 1, 1982, in the bargaining unit covered by this Agreement, shall have the maximum accumulation of paid sick days limited to ninety (90) paid sick days. Regular part-time employees covered by this Agreement shall have the maximum accumulation of paid sick days limited to ninety (90) paid sick days, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work.

(a) Employees must report the need for sick leave to their supervisors as soon as possible and the County may require a doctor's certificate from any employee who is absent more than two (2) days due to sickness, as a condition of payment.

(b) If the County believes or suspects that there is an abuse of the paid sick days policy, or if there is a pattern of absences, or if there is a pattern of absences which result in extended weekend or holiday periods, the Employer reserves the right in all cases to require proof of sickness or accident or any continuance thereof through a physician's certificate or other substantiation acceptable to the County as a condition for receiving any paid sick days, regardless of the length of the absence. Any abuse of the paid sick day's policy shall be subject to disciplinary action up to and including discharge.

The County also reserves the right to require an employee to execute an affidavit setting forth the nature and duration of the sickness or accident. Falsification in connection with any physician's certificate, other substantiation or affidavit shall be deemed just cause for discharge.

Section 4. Bereavement Leave of Absence and Pay. A full-time employee shall be allowed and paid for not to exceed three (3) working days not to be deducted from sick leave for the purpose of attending the funeral of a person in their immediate family. A regular part-time employee shall be allowed and paid for not to exceed three (3) working days, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work and not to be deducted from paid sick leave, for the purpose of attending the funeral of a person in their immediate family. Immediate family is defined as meaning: mother, father, brother, sister, spouse, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.

Section 5. Pallbearer Leave of Absence and Pay. An employee who acts as a pallbearer for a deceased employee of the Employer will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from paid sick leave. The Unit Chairperson or another employee designated by him will be allowed one-half (1/2) funeral leave day in the event of the death of an employee within the unit, for the exclusive purpose of attending the funeral.

Section 6. Payment of Sick Days Upon Termination/Retirement of Employment.

Employees Hired Before September 1, 1982.

On termination, payment of unused sick leave days will be paid to all employees of the bargaining unit at the rate of one-half of all accumulated sick leave days. Upon death of the employee, the Employer shall pay the employee's beneficiary one-half of all accumulated sick leave days. This payment shall be at the employee's prevailing rate of pay and shall be based on a maximum possible accumulation of sixty (60) such days. Employees who are discharged from the employment of the County are not eligible for payment of any accumulated sick leave days under this Section.

Employees Hired on or After September 1, 1982.

Upon retirement from the County, an individual may cash in up to 10 accrued/unused sick leave days at their standard rate of pay.

Section 7. Family and Medical Leave. Employees who have been employed for at least twelve (12) months and have been employed for at least 1,250 hours of service during the twelve (12) month period immediately preceding the commencement of the requested leave are eligible for leaves of absence for any one, or more, of the following reasons:

- (a) The birth of a son or daughter, and to care for the newborn child;
- (b) The placement with the employee of a son or daughter for adoption or foster care;
- (c) To care for the employee's spouse, son, daughter, or parent with a serious health condition; and

- (d) Because of a serious health condition that makes the employee unable to perform the functions of his or her job.
- (e) Because of a qualifying exigency arising out of the fact that your spouse, son or daughter, parent is on active duty or call to active duty status in support of a contingency operation as a member of the National Guard or Reserves.
- (f) Because you are the spouse, son or daughter, parent; next of kin of a covered service member with a serious injury or illness.

An eligible employee is entitled to a total of twelve (12) workweeks of leave during a "rolling" twelve (12) month period measured backward from the date an employee uses any leave.

Employees on leaves of absence under this section shall be paid in accordance with the following:

- (a) In instances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:
 - (1) Paid sick leave
 - (2) Paid personal leave
 - (3) Paid vacation
- (b) In instances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:
 - (1) Paid sick leave
 - (2) Paid personal leave
 - (3) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

Family and Medical Leave shall run concurrent with any leave of absence granted under Article 8; Section 1(a) and (d).

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that Act.

Section 8. Paid Personal Days. Full-time employees who have seniority shall be entitled to receive two (2) paid personal days for use each contract year. One (1) additional personal day per contract year is authorized but will be deducted from the employee's accumulated sick leave balance. The one (1) additional personal day will not be authorized if an employee does not have an accumulated sick leave balance.

Regular part-time employees who have seniority shall be entitled to receive two (2) paid personal days, based upon the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work. One (1) additional personal day per contract year is authorized, based upon the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work. This additional personal day will be deducted from the employee's accumulated sick leave balance.

The pay for a personal day shall be equal to the employee's straight time pay for the regular workday for which the employee was otherwise scheduled to work. A paid personal day shall be scheduled in advance by mutual agreement between the employee and employee's Department Head.

ARTICLE 9 WORKING HOURS

Section 1. Regular Workday and Regular Workweek. The regular full working day shall consist of eight (8) hours per day, including an unpaid lunch period of one (1) hour. The County reserves the right to set work schedules and to shorten, change or lengthen the workweek. Normally, the schedule of work hours shall be from 9:00 a.m. to 5:00 p.m., Monday through Friday. If changes are made, the County shall notify the Unit Chairperson in writing, at least five (5) days before they are to go into effect. Such changes may, within the notice period, be made the subject of a special conference.

Section 2. Paid Rest Periods. Employees may take a fifteen (15) minute rest period the first half of their work period and a fifteen (15) minute rest period in the second half, at time specified by the supervisor.

Section 3. Compensation Pay. For all hours worked beyond forty (40) per one workweek compensation pay will be paid at the rate of time and one-half (1 1/2). The Employee shall have the option to utilize said time as compensatory time or be compensated as overtime pay. Compensatory time will be awarded at the rate of time and one-half (1 1/2). An employee may accumulate no more than ninety (90) hours of

compensatory time (based on sixty (60) hours of straight time). Compensatory time shall be taken at a time(s) that are mutually agreeable between the employee and the Department Head. However, said time shall not be unreasonably denied. For absences of one day or less, an employee shall use compensatory time prior to accrued vacation.

An employee shall utilize his/her compensatory time in the calendar year it was earned if possible. In the event said time has not been used by December 15th, it will be paid off at the end of the budget year it was incurred, at the employee's current hourly rate. An employee may elect to have the compensatory time paid directly into a deferred compensation plan made available by the County.

ARTICLE 10 HOLIDAYS

Section 1. Holiday Pay. The following days shall be designated and observed as holidays for which eligible employees who do not work thereon will be paid, except as provided below:

NEW YEAR'S DAY	LABOR DAY
MARTIN LUTHER KING DAY	VETERANS' DAY
PRESIDENT'S DAY	THANKSGIVING DAY
GOOD FRIDAY	DAY AFTERTHANKSGIVING
MEMORIAL DAY	CHRISTMAS DAY
INDEPENDENCE DAY	CHRISTMAS DAY EVE
	NEW YEAR'S DAY EVE

and such others as are declared as paid holidays by the County Board of Commissioners. If Christmas Eve and New Year's Eve falls on a Sunday, the preceding Friday shall be recognized as a paid holiday. If Christmas Eve and Christmas (and New Year's Eve and New Year's Day) fall on a Saturday and Sunday, the preceding Friday and following Monday shall be recognized as paid holidays. If Christmas and New Year's fall on a Sunday, the preceding Friday and following Monday shall be recognized as paid holidays. If Christmas and New Year's fall on a Saturday, the preceding Thursday and Friday shall be recognized as paid holidays.

Section 2. Holiday Pay Eligibility. To be eligible, the employee must have worked the full scheduled day before and the full scheduled day after such holiday. For this purpose the employee will be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, or was otherwise excused by the Employer.

Section 3. Holiday Pay Calculation. Eligible full-time employees who perform no work on a holiday shall be paid their regular rate of pay. Eligible regular part-time employees who perform no work on a holiday shall be paid their regular rate of pay, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work. Employees required to work on a holiday shall receive their regular

day's pay and, in addition, shall receive compensatory time for all hours worked on the holiday.

Section 4. Failure to Work on Paid Holiday. An employee who agrees to work on a holiday, but fails to report for work, unless otherwise excused for a reason satisfactory to the County, shall not be entitled to holiday pay.

ARTICLE 11 VACATIONS

Section 1. Vacation Schedules. Vacations will be granted at such times during the year as are suitable, considering both wishes of the employees and the efficient operation of the Department concerned. All vacations must have the approval of the Department Head. Employees must notify their Department Head at least seven (7) days, if possible, in advance of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request and place a notation thereof on the schedule. Employees are not allowed to take vacation during their first twelve (12) months of employment.

Section 2. Paid Holiday During Scheduled Vacation. When a holiday is observed by the County during a scheduled vacation, the vacation will be extended one day, either before or after, continuous with the vacation.

Section 3. Accumulation or Waiver of Vacation Benefit. Vacation leave that is earned by an eligible employee is mandatory and vacation leave and pay may not be accumulated from year to year, provided, however, that in special circumstances exceptions may be allowed if approved in advance in writing by the Administrator. Vacation leave that is earned by an eligible employee may also not be waived by an employee and extra pay received for work during the vacation leave period, provided, however, that in special circumstances exceptions may be allowed if approved in advance in writing by the Administrator.

Section 4. Sickness Affecting Scheduled Vacation. If an employee becomes ill and is under the care of a duly licensed physician prior to his/her vacation, their vacation will be rescheduled. In the event his/her incapacity continues through his/her anniversary year, shall be awarded payment in lieu of vacation or be allowed to have a rescheduled vacation, at the employee's option. Also, if an employee becomes ill and is under the care of a licensed physician during the vacation period, he/she shall be entitled to paid sick leave for said day(s) and his/her vacation days will be rescheduled, provided that the employee submits written verification of the illness from the attending physician.

Section 5. Vacation Pay and Eligibility. Full-time and regular part-time employees will earn credit toward vacation with pay on the basis of one-twelfth of annual vacation, for each full month they are on the active payroll of the County, provided the employee has actually worked a total of at least sixty percent (60%) of the employee's regularly

scheduled hours during the month. Regular part-time employees shall receive pro-rata paid vacation days. A vacation "day" shall be equivalent to the number of hours the employee is regularly scheduled to work.

Paid holidays and paid vacation time under this Agreement shall be considered hours actually worked for purposes of calculating the sixty (60%) minimum hours requirement established in this Section of this Article of the Agreement.

(a) Full-time employees having at least one year but less than five (5) years of continuous employment shall be eligible for twelve (12) days of paid vacation. Regular part-time employees having at least one (1) but less than five (5) years of continuous employment shall be eligible for twelve (12) days of paid vacation, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work.

(b) Full-time employees having at least five (5) years but less than ten (10) years of continuous employment shall be eligible for fifteen (15) days of paid vacation. Regular part-time employees having at least five (5) years but less than ten (10) years of continuous employment shall be eligible for fifteen (15) days of paid vacation, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work.

(c) Full-time employees having at least ten (10) years but less than fifteen (15) years of continuous employment shall be eligible for seventeen (17) days of paid vacation. Regular part-time employees having at least ten (10) years but less than fifteen (15) years of continuous employment shall be eligible for seventeen (17) days of paid vacation, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work.

(d) Full-time employees having at least fifteen (15) years of continuous employment shall be eligible for twenty (20) days of paid vacation. Regular part-time employees having at least fifteen (15) years of continuous employment shall be eligible for twenty (20) days of paid vacation, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work.

Section 6. Vacation Schedules. Vacation leave may be scheduled between the employee and the Department Head, provided, however, that such scheduling does not interfere with the operation of the Department.

Section 7. Receipt of Paycheck in Advance of Scheduled Vacation. If a regular pay day falls during an employee's vacation, the employee must make a request in accordance with the established procedure for their check at least two (2) weeks before leaving, if they desire to receive it in advance.

Section 8. Vacation Pay Calculation. Employees eligible for vacation pay will be paid for vacation credits accrued up to their eligibility date at their then current rate. The time

during which an employee is absent on paid vacation will be counted as time worked for the purpose of all benefits hereunder.

Section 9. Special Circumstances. If an employee is laid off or retired or severs their employment, they will receive any unused vacation credit, including that accrued since the last anniversary of their seniority. If such a laid-off employee is later recalled, they will be given credit for vacation and vacation pay only with respect to the full months following their recall and up to their next anniversary date in computing their vacation and pay for the following year.

Section 10. Vacation Pay Anniversary Date. For vacation purposes only, regular part-time employees' anniversary date shall be the date upon which they entered the Union.

The Union agrees that for vacation calculation May 28, 1998 shall be used for all part-time employees now in the bargaining unit who were employed with the County on that date. The Union agrees not to file any grievances or unfair labor practice charges in this regard.

ARTICLE 12 BENEFITS

Section 1. Group Insurance -- Hospitalization – Surgical – Medical. The Employer will make available for all eligible employees who elect to participate in a group insurance program covering certain hospitalization, surgical and medical expenses. The health insurance coverage will be the Blue Cross/Blue Shield BCN Healthy Blue Living 2 HMO Plan with group dental and vision coverage. Please reference the attached 'Benefits at a Glance' for details of the Healthy Blue Living 2 plan including its features, coverage's, requirements, and any limitations/exclusions. The cost of the required monthly premium coverage under the insurance program shall be paid in full by the Employer. The insurance program becomes effective no earlier than the first (1st) day of the month following completion of an employee's first thirty (30) days of employment or at a date thereafter that may be established by the insurance carrier. In the event that an employee quits or the employee's employment with the Employer is otherwise terminated, or in the event that an employee is on layoff or on leave of absence, the group insurance program shall continue in effect until the end of the last day of the month in which the quit, termination, layoff or leave of absence occurs. Other specific terms and conditions governing the group insurance program are set forth in detail in the master policies issued by the insurance carrier or carriers.

Employees Hired On or After January 1, 2001: The County will provide health insurance described in the previous paragraphs *for the employee only*. Those employees may elect to purchase health insurance for their spouse and/or dependents or may elect to receive \$700 annually to completely waive health insurance. The employees may purchase health insurance on a pre-tax basis. The waiver program will follow the existing practice described in sub-section (c), Waiver of health Insurance.

Employees hired on or after January 1, 2001, shall receive health insurance provided by the County for their spouse and /or dependants on the next open enrollment date after five continuous years of service or may elect to receive \$1,000 if they waive coverage for themselves, their spouse and dependants. Employees may not be enrolled in both the County's and their spouses' coverage.

(b) The Employer reserves the right to select all insurance carriers. Regular part-time eligible employees will receive coverage benefits with a pro-rata portion of the cost of the required monthly premium paid by the Employer. That portion shall be based on a pro-rata equivalent to the number of hours the part-time employee is regularly scheduled to work.

(c) Waiver of Health Insurance. Full-time employees hired prior to January 1, 2001, who provide proof that his/her spouse has health insurance may opt out of two person or full family health insurance and receive 35% or \$5,000 per year, whichever is less, of the premium savings provided that they opt out for a period of 6 months (part-time employees shall receive a pro-rated payment, based on the pro-rata equivalent to the number of hours the regular part-time employee is regularly scheduled to work). At the employee's option, employees may direct that the semi-annual payment be placed in the deferred compensation plan. Employees may re-enter during the six-month period and receive a pro-rata payment, if their spouse loses health insurance.

Section 2. Longevity Benefit. The following longevity payment plan for eligible employees is established by the County.

Re: Full-time Employees. Continuous Service Required: Five (5) years but less than ten (10) years - \$200.00; Ten (10) years but less than Fifteen (15) years - \$300.00; Fifteen (15) years but less than Twenty (20) years – \$350.00; Twenty (20) years or more - \$400.00.

Re: Regular Part-time Employees. Regular part-time employees shall receive longevity pro-rated based on the percentage of a full-time schedule the employee was regularly scheduled to work during the current eligibility year.

In order to be eligible for longevity payment, an employee must be on the County's active employment payroll on their anniversary date on the applicable year and an employee must have the required continuous service as of their anniversary date in accordance with the schedule set forth above in this Section. The required continuous service of an employee for purposes of the longevity payment is defined and measured as an employee's continuous service as of their anniversary date of employment. The longevity payment is a lump sum annual payment to eligible employees and shall be paid to eligible employees within a reasonable period of time following their anniversary date.

Section 3. Retirement. Effective April 1, 2007, the program of retirement benefits provided for in Plan B-4 of the Michigan Municipal Employees Retirement System (MERS) shall be in effect for full-time and regular part-time employees covered by this Agreement. Under this plan, covered employees contribute three and one-half percent (3.5%) of their gross compensation. The specific terms and conditions governing the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees Retirement System.

On July 1, 2010, the Union and the County may request an actuarial study to review alternative pension benefits. The Union and County shall split the cost of that study.

Section 4. Retiree Insurance. Those employees who retire during the balance of this contract are not eligible to participate in the group insurance program continuation option. However, those employees who had retired under the Employer's MERS retirement program and who were eligible and currently participating in the group insurance program continuation option (given approval of the insurance carrier) by paying to the Employer, in advance, the amount of the retiree's next three (3) months insurance premium, will be allowed to continue doing so during the term of this contract.

Section 5. Life Insurance -- Accidental Death and Dismemberment Insurance. Effective January 1, 2006, the County shall provide all employees with seniority fully paid term life insurance (\$10,000). Effective April 1, 2007, the County shall provide all employees with seniority fully paid accidental death and dismemberment insurance (\$10,000). The Employer reserves the right to select the insurance carrier. Part-time employees will receive a pro-rated benefit for life, and accidental death and dismemberment insurance.

Section 6. Long Term Disability Insurance (LTD). No later than January 1, 2008, the County will provide all eligible employees Long Term Disability (LTD) income protection insurance. LTD insurance will pay up to 60% of monthly income and goes into effect on the 91st day after initiation of the disabling condition.

ARTICLE 13 GENERAL

Section 1. Job Classification and Salary Schedule. Classification and Salary Structure shall be set forth in Schedule "A" attached hereto and made a part hereof.

Section 2. New Job Classifications. When a new job is created which cannot properly be placed in an existing classification, the Employer, upon determining the requirements thereof, shall establish a new classification and shall promptly furnish the Chapter Chairperson with a copy of the job description and pay rate. If the Union desires to negotiate concerning the rate so established, it shall notify the Employer of that fact within

five (5) working days after such notification, and the parties will arrange a special conference on the matter, otherwise, they shall become permanent.

Section 2.5 Job Reclassifications

Bargaining unit employees may submit a written request limited to once per year to their Chapter Chairperson and their Department Head to have their position reviewed for possible reclassification. With agreement from both the Chairperson and Department Head, a market assessment will be conducted. As a preliminary step, an up-to-date job description will be required to ascertain proper comparables. Results of the classification assessment will be furnished within 30 working days of the approved request. The bargaining unit reserves the right to negotiate the rate so established and shall notify the employer within 5 working days of receipt of its intent to negotiate.

It is understood that bargaining unit employees seeking job reclassification must provide reasonable justification and where necessary, appropriate and requested, provide assistance to the Department Head and/or Human Resources Office in making a determination on the reclassification issue.'

Section 3. Bulletin Board Postings. The Employer will provide reasonable space on present bulletin boards, which may be used by the Union for posting notices for the following types:

- (a) Notices of recreational and social events.
- (b) Notices of elections.
- (c) Notices of results of elections.
- (d) Notices of meetings.

In no event will any notice contain any scurrilous, defamatory or political matter.

Section 4. Waiver Clause. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law for the area of collective bargaining and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Provided, however, that if the parties shall hereafter mutually agree to vary this Agreement by a supplemental Agreement, the same shall be approved or rejected by said Cheboygan County Chapter of Local #1325 within a period of twenty (20) days following the date the representatives of the Employer agree on same.

Section 5. Jury Leave of Absence and Pay. Employees will be granted a leave of absence with pay whenever they are required to report for jury duty or actually perform jury service. For time actually required for such service, they shall be paid the difference between any jury duty compensation they receive and their regular compensation hereunder.

Section 6. Worker's Compensation. Employees will be covered by the applicable Worker's Compensation Laws.

Section 7. Health and Safety. The County and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation

use and care of such equipment as the County shall provide. It is also understood the employees are expected to work in a safe manner. It is also understood the employees shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that violation of safety rules or regulations will result in disciplinary action up to and including discharge. If the Union is requested to talk with an employee regarding a safety or health matter, the Union representative to talk with the employee shall be the Union Steward.

**ARTICLE 14
TERMINATION**

Section 1. This Agreement shall become effective on January 1, 2011 and shall continue in full force and effect until December 31, 2013, at 11:59 P.M. and from year to year thereafter, unless either party shall give notice to the other of its intention to terminate or modify the same. Such notice may be given at least sixty (60) days, but not more than ninety (90) days, prior to October 1, 2013, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, 3625 Douglas Avenue, Kalamazoo Michigan 49004-3403; and, if to the Employer, addressed to Cheboygan County Clerk, Court House, Cheboygan, Michigan 49721, or to such other address as either party may hereafter designate in writing to the other.

**CHEBOYGAN COUNTY BOARD
OF COMMISSIONERS**

**AMERICAN FEDERATION OF STATE,
MUNICIPAL EMPLOYERS, COUNCIL NO. 25, AFL-
CIO AND CHEBOYGAN COUNTY COURT HOUSE
EMPLOYEES CHAPTER OF LOCAL 1325**

By _____
Chairperson, County Board
of Commissioners

By _____
Bargaining Committee
Chapter Chairperson

By _____
County Administrator

By _____
Bargaining Committee Member

By _____
Prosecutor

By _____
Bargaining Committee Member

By _____
Treasurer

By _____
Bargaining Committee Member

By _____
Clerk/Register

By _____
AFSCME Staff Representative

Date: _____

Date: _____

SCHEDULE "A"
January 1, 2011 through December 31, 2013

I. Effective the first (1st) day of January, 2011, the following hourly pay schedule shall be applicable.

Wage Opener: A wage opener at the 2nd and 3rd years of the contract will be available with any potential changes in salaries tied to increases in revenue.

Job Classification	Start	After 6 Months	After 1 Year
Chief Deputy Register of Deeds Assistant Clerk			
Assistant Treasurer	\$13.44	- - -	\$15.40
Circuit Court Clerk Payroll Clerk Account Clerk Office Manager* Data Entry Operator Victim's Rights Advocate ** Legal Secretary			
Clerk II	\$13.44	- - -	\$14.92
<i>Veterans' Affairs Secretary</i>			
GIS Technician** (formerly GIS Admin.)**	\$16.91	\$16.91	\$16.91
Sr. Property Appraiser Paralegal Specialist **	\$16.46 \$15.28	\$16.46 \$15.28	\$16.46 \$15.28
County Extension Clerk Asst / Clerk: Payroll Adm.	\$15.03 \$15.97	\$15.03 \$15.97	\$15.03 \$15.97
Asst / to Friend of Court ** Senior Circuit Clerk Victim's Right Advocate **	\$15.40 \$15.40 \$17.82	\$15.40 \$15.40 \$17.82	\$15.40 \$15.40 \$17.82
Secretary Clerk I Custodian Housekeeper	\$13.44 \$13.76 \$12.89	- - - \$14.28 \$13.69	\$14.64 \$14.64 \$14.04
Enforcement Officer Property Appraiser	\$15.51	- - -	\$16.20
Plumbing Inspector Building Inspector Electrical Inspector Zoning Assistant Plan Reviewer	\$16.62	- - -	\$17.57
Assistant to the Building Official* Friend of Court Case Manager Friend of Court Investigator/Mediator	\$15.72	\$16.38	\$17.11
<u>Child Support Specialist</u> Maintenance Engineer***	\$18.32	\$18.32	\$18.32

*Position was reclassified from 'Office Manager' to 'Assistant to the Building Official' on 6/18/08.

**The 'GIS Administrator' job title was changed and reclassified as 'GIS Technician' effective 10/23/07.

***The Maintenance Engineer position was added to the bargaining unit and slotted effective 10/23/07.

Employees employed in the Property Appraiser Classification shall receive an additional \$300.00 over and above the base annual salary upon achieving Level I.

Such employees shall receive an additional \$400.00 over and above the base annual salary upon achieving Level II.

Such employees shall receive an additional \$650.00 over and above the base annual salary upon achieving Level III.

An employee must be working in the Equalization Department to receive the stipend for Levels I, II or III.

Employees/positions indicated with double asterisks (**) are at least partially funded through grant monies. In the event that the grant monies cease to be available, the pay scale for those positions will revert to the pay scale for the original classification.

Shift premiums: 20 per hour for afternoon shift (3:00 p.m. to 11:00 p.m.)
 .25 per hour for midnight shift (11:00 p.m. to 7:00 a.m.)

