AGREEMENT

between

TUSCOLA COUNTY

and

TUSCOLA COUNTY COURTHOUSE EMPLOYEES'

CHAPTER of LOCAL #2697

(Council 25, AFSCME, AFC-CIO)

Effective: January 1, 2015 through December 31, 2016

INDEX

Section		Page
1.0	Collective Bargaining Unit	1
1.1	Definitions	2
1.2	Part-time and Irregular Employees	2
1.3	Volunteer Workers/Material Recovery	2
2.0	Collective Bargaining Committee	2
2.1	Stewards	2
2.2	Alternate Stewards and Collective Bargaining Committee Members	3
2.3	Identification of Union Representatives	3
2.4	Special Conferences	3
2.5	Grievance Adjustment and Special Conference Time	3
2.6	Union Access	3
2.7	Collective Bargaining Time	4
3.0	Union Service Fee	4
3.1	Failure to Pay Service Fee	4
3.2	Check-off	5
3.3	Indemnification	6
3.4	Enforcement	6
4.0	Management Rights	6
4.1	Rules and Regulations	6
4.2	Disciplinary Procedure	6
4.3	Discharge and Discipline	7
5.0	Definition of a Grievance	7
5.1	Grievance Procedure	7
5.2	Arbitration	8
5.3	Selection of Arbitrator	8
5.4	Arbitrator's Powers and Jurisdiction	8
5.5	Arbitrator's Decision	9
5.6	Time Limits	9
5.7	Time Computation	9
5.8	Pay for Processing Grievances	9
5.9	Grievance Form	9
5.10	Discharge Grievances	9
5.11	Veterans' Preference Claims	9
6.0	Continued Work Pledge	10
6.1	Violation of Continued Work Pledge	10
6.2	Further Sanctions	10
6.3	Affirmative Action	10
6.4	No Lockout	10
7.0	Definition of Seniority	10
7.1	Probationary Period	11
7.2	Seniority List	12
7.3	Loss of Seniority	12
7.4	Transfer to Non-Bargaining Unit Position	12

8.0	Layoff	12
8.1	Displacement Rights After Layoff	13
8.2	Recall	13
8.3	Seniority of Chapter Chairman and Stewards	13
9.0	Job Vacancies for Departments Not Headed by an Elected Official	14
9.1	Job Vacancies for Positions Headed by an Elected Official	14
10.0	Purpose of Leaves	15
10.1	Unpaid Personal Leave of Absence	15
10.2	Non-Duty Disability Leave	15
10.3	Workers' Compensation Leave	16
10.4	Military Training or Emergency Duty Leave	16
10.5	Paid Sick Leave	16
10.6	Funeral Leave	18
10.7	Family and Medical Leave	18
10.8	Return to Work After Leave of Absence	19
10.9	Fringe Benefits on Leave of Absence	19
10.10	Union Leave	19
10.11	Jury Duty Leave	19
10.12	Paid Personal Leave	20
11.0	Wages	20
11.1	Rates for New Jobs	20
11.2	Equalization of Overtime Hours	20
11.3	Working Hours	20
11.4	Lunch Break	21
11.5	Break Periods	21
11.6	Overtime Pay	21
11.7	Compensatory Time	21
11.8	Pyramiding	21
11.9	Call-In Pay	21
11.10	Computing Hours	21
11.11	Retirement	22
11.12	Wages for Part-Time Employees	22
12.0	Holidays	22
13.0	Vacations	24
14.0	Health Care and Dental Plan	24
14.1	Vision Insurance	24
14.2	Life Insurance	25
14.3	Short Term Disability Insurance Coverage	25
14.4	Long Term Disability Insurance Coverage	25
14.5	Retiree Insurance	25
14.6	Insurance Carrier	25
14.7	Obligation to Continue Payments	26
14.8	Employees Not Needing Health or Dental Insurance	26
14.9	Health Care Savings Program	26
15.0	Uniforms	27
15.1	Change in Personnel Status	27

15.2	Employment Application	27
15.3	Waiver	27
15.4	Captions	28
15.5	Term of Agreement	28
	Appendix A – Wage Rates	A-1
	Appendix B – Health Care Plan	B-1
	Appendix C - Vision	C-1
	Letter of Understanding – Miscellaneous Matters	

AGREEMENT

THIS AGREEMENT entered into this 1st day of January, 2015 between TUSCOLA COUNTY and its co-employers the Tuscola County Prosecuting Attorney, Tuscola County Clerk, Tuscola County Register of Deeds, Tuscola County Treasurer and Tuscola County Drain Commissioner (hereinafter referred collectively as the "County" or the "Employer") (hereinafter referred to as the "County" or the "Employer") and the Tuscola County Courthouse Employees' Chapter of Local #2697, affiliated with Council #25, AFSCME, AFL-CIO (hereafter collectively referred to as the "Union").

PURPOSE AND INTENT

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

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

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

RECOGNITION

Section 1.0. Collective Bargaining Unit. Pursuant to and in accordance with all applicable provisions of Act #379 of the Public Acts of 1965, as amended, the Employer 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 the employees of the Employer included in the bargaining unit described as:

> All full-time and regular part-time employees of the County of Tuscola **BUT EXCLUDING** all elected officials, executives (appointed officials and department heads), supervisors (Recycling Coordinator), Deputy County Clerk, Deputy Treasurer, Deputy Register of Deeds, Deputy Drain Commissioner, Sheriff Department employees, Controller's Office employees (Fiscal/Personal Analyst, Administrative Assistant, Chief Accountant, Human Resources Director), confidential employees, irregular employees, and all other employees.

The Employer will not aid, promote or finance any other labor organization which purports to engage in collective bargaining or make any agreement with any such labor organization for the purpose of undermining the Union.

Section 1.1. Definitions. For purposes of the recognition granted the Union and for purposes of this Agreement, the following definitions shall be applicable:

Full-time Employee: A full-time employee is an employee who is working at least thirty-seven and one half (37.5) hours a week on a regular basis in a job classified by the Employer as permanent.

Regular Part-time Employee: A regular part-time employee is an employee who is working less than thirty-seven and one half (37.5) hours but at least fifteen (15) hours per week on a regular schedule at a job classified by the Employer as permanent.

Irregular Employee: An irregular employee is an individual not included within the above definitions of full-time or regular part-time employee who is working on any other basis, including summer youth workers not paid by the Employer, temporary employees or seasonal employees.

The Employer shall advise the Union at least seven (7) days prior to the effective date of the change in status of any employee.

Section 1.2. Part-time and Irregular Employees. The Employer reserves the right to hire and utilize regular part-time employees and irregular employees from time to time. Irregular employees shall not be within the recognition granted the Union and shall not be covered by the terms of this Agreement. The Union recognizes that the performance of bargaining unit work by irregular employees shall be permitted and shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities; provided however, that such individuals shall not be hired or utilized so as to cause a full-time or regular part-time employee to be laid off or lose time from their regularly scheduled hours.

Section 1.3. Volunteer Workers/Material Recovery. Notwithstanding any language in this Agreement to the contrary, the Employer may use volunteer workers regardless of whether there are any employees on layoff provided such volunteer workers are not the cause of any layoff.

REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than six (6) employees selected or elected by the Union from employees covered by this Agreement who have seniority. Members of the Collective Bargaining Committee shall act on behalf of the employees covered by this Agreement for the purpose of collective bargaining negotiations with the Employer. Non-employee representatives of the Union may also be part of the collective bargaining committee.

Section 2.1. Stewards. The Employer agrees to recognize one (1) Steward. It shall be the function of the Steward to act in a representative capacity for the purpose of processing grievances in accordance with the Grievance Procedure established in this Agreement. When it is necessary for a Steward to leave assigned duties to process a grievance, the Steward shall request to be released from assigned duties. Upon such a request, the Steward's immediate

supervisor will release the Steward from duties, provided that such a release will not interfere with the orderly and efficient operation of Employer. The Steward shall return to assigned duties as promptly as possible and shall advise the Steward's supervisor of the return to duty.

Section 2.2. Alternate Stewards and Collective Bargaining Committee Members. Alternate stewards and members of the Collective Bargaining Committee may be selected or elected by the Union from employees covered by this Agreement who have seniority. Alternate stewards and alternate members of the Collective Bargaining Committee shall serve temporarily in the absence of the regular selected or elected steward or members of the Collective Bargaining Committee and such alternate steward or members shall have the same rights, duties, limitations and obligations as the regular selected or elected steward or members of the Collective Bargaining Committee during the period of replacement.

Section 2.3. Identification of Union Representatives. The County Controller and the Chairperson of the County's Negotiation Committee shall be informed in writing of the names of the Stewards, members of the Collective Bargaining Committee, and alternate Stewards or members of the Collective Bargaining Committee, and any changes therein, immediately upon their selection or election. The Employer will extend recognition to such individuals immediately upon receipt of this notice.

Section 2.4. Special Conferences. Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) representatives of the Union and two (2) representatives of the employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up on special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually agreed upon time. This meeting may be attended by a representative of the Council and/or a representative of the International Union. Employees will be released from work to engage in special conferences, provided such release will not interfere with the orderly and efficient operation of the Employer.

Section 2.5. Grievance Adjustment and Special Conference Time. The Steward and representatives of the Union participating in special conferences shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to investigate and present grievances to the Employer or to participate in special conferences; provided, however, that preparation for special conferences and grievance meetings shall be conducted outside of working hours, unless authorized by the Employer.

Section 2.6. Union Access. Representatives of the Union may enter the department for any proper Union business, provided they have secured prior permission of the Personnel Administrator or designee. The Employer shall grant permission to the Union representative to visit the County building for the above limited purpose at a mutually agreeable time.

Section 2.7. Collective Bargaining Time. Collective bargaining committee members will be released from work to engage in collective bargaining negotiation sessions that are scheduled during working hours, provided that such release will not interfere with the orderly and efficient work of the Employer. Members of the collective bargaining committee shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours in order to participate in collective bargaining negotiations; provided, however, that preparation for negotiations and meetings with other bargaining unit members shall be conducted outside of working hours unless authorized by the Employer. The County's Human Resources Director will notify affected departments of scheduled collective bargaining sessions.

UNION SECURITY

Section 3.0. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall pay to the Union a service fee. This obligation to pay a service fee to the Union shall commence upon completion of an employee's first thirty (30) days of employment. For purposes of this Agreement, the term "service fee" shall be defined to mean an amount equivalent to the periodic monthly dues uniformly required of Union members, less any amounts not able to be charged to non-members under applicable law. The Union shall advise the Employer in writing of the amount of its monthly dues and any changes to those amounts. In addition, the Union shall advise the Employer in writing of the procedures under which the service fee is calculated and the process under which service fee payers may challenge that calculation. An employee's obligation to pay a service fee to the Union may be satisfied by direct payment to the Union by the employee of the service fee, or by payment of the service fee in accordance with the checkout provisions of this section. In addition, any employee who is a member of the Union shall be deemed to have satisfied their service fee payment obligation for any month in which they were in good standing with the Union.

Section 3.1. Failure to Pay Service Fee. In the event that a member of the bargaining unit who is not a member of the Union fails to pay a required service fee directly to the Union, or to authorize payment of the service fee through payroll deduction, the Union may request the imposition of a mandatory deduction of the service fee pursuant to MCLA 408.477; MSA 17.277(7). In order to invoke such a mandatory deduction, the Union shall notify the employee of non-compliance by certified mail, return receipt requested, a copy of which shall be provided to the Employer. The notice shall detail the facts of the non-compliance, provide the employee with ten (10) working days for compliance, and inform the employee that a request for a wage deduction may be filed with the Employer in the event compliance is not effected. If the employee fails to remit the service fee or authorize a deduction for the service fee, the Union may file a written request to the Employer to make the deduction, a copy of which shall be provided to the employee. Upon receipt of the request for an involuntary deduction, the Employer shall provide the employee with an opportunity for a due process hearing within the next ten (10) working days limited to the question of whether or not the employee has remitted the service fee to the Union or authorized payroll deduction for the service fee; provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in any forum, the hearing shall not be held until thirty (30) working days after the decision of that forum becomes final. The Employer agrees to impose a mandatory deduction for the service fee if it determines after the hearing that the employee has

not paid a required service fee in an amount lawfully established by the Union or if the employee does not request a hearing within the ten (10) working day request period. All dues and fees so deducted shall be promptly remitted to the Union at an address authorized for this purpose within twenty (20) working days following the deduction.

Section 3.2. Check-off.

(a) During the term of this agreement, the Employer agrees to deduct service fees, or if applicable, Union membership dues from each employee covered by this Agreement who voluntarily executes and files with the Employer a proper check-off authorization in a form which shall be supplied by the Union. Any written authorization which lacks the employee's signature will be returned to the Union.

(b) All authorizations filed with the Employer shall become effective the first (1st) payroll period of the following month and each succeeding month, provided that the employee has sufficient net earnings to cover the amounts to be deducted. These deductions will cover the employee's or service fee obligation, or if applicable, Union membership dues owed for the previous month. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. All dues and fees so deducted shall be remitted to the Union at an address authorized for this purpose no later than the tenth (10th) day of the month following the month in which they were deducted.

(c) An employee shall cease to be subject to check-off deductions beginning with the month immediately following the month in which they are no longer a member of the bargaining unit. The Employer shall provide written notification to the Union of the names of employees no longer within the bargaining unit as part of the monthly transmittal of deducted dues and service fees.

(d) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution and bylaws, refunds to the employee will be made by the Union.

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

(f) The Employer's sole obligation under this Section is limited to the deduction of service fees, and, where applicable, Union membership dues. If the Employer fails to deduct such amounts as required by this Section, its failure to do so shall not result in any financial liability whatsoever.

Section 3.3. Indemnification. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, or other forms of liability including but not limited to wages, damages, awards, fines, court costs, and attorney's fees that arise out of or by reason of action taken by the Employer pursuant to Sections 3.0, 3.1 and/or 3.2.

Section 3.4 Enforcement. The parties agree that the provisions of this Article will not be enforced unless it is lawful to do so.

MANAGEMENT RIGHTS

Section 4.0. Management Rights. Nothing in this Agreement shall be constructed to limit or impair the right of the Employer to exercise its own discretion on all of the following matters, except as provided in this Agreement, whatever may be the effect upon employment, when in its sole discretion may determine it advisable to do any or all of the following: Except as provided in this Agreement.

To manage all of the Courthouse departments generally; to decide the number and location of facilities; to decide all machines and equipment to be used; to decide the services to be provided and the manner of providing them; to decide the work to be performed; to move or remove a facility or any of its parts to other areas; to decide the method and place of providing its services; to determine the schedules of work; to maintain order and efficiency in its facilities and operation; to hire, layoff, assign, transfer, and promote employees, to determine the qualifications of employees; to determine and to re-determine job content; to determine the starting and quitting time; to determine the number of hours to be worked; to make such reasonable rules and regulations not in conflict with this Agreement as it may from time to time deem best for the purposes of maintaining order, safety and/or effective, efficient or economic operation of all of the Courthouse departments and after advance notice thereof to the Union and the employees, to require compliance therewith by employees; to discipline and discharge employees; to control its properties, equipment and materials; to purchase the services of others. The Employer shall have the foregoing rights and powers and all other rights and prerogatives including those exercised unilaterally in the past and those vested in the judiciary by the common or statutory law and the Constitution of the State of Michigan and of the United States. However, these rights shall not be in violation of any provision of this Agreement.

Section 4.1. Rules and Regulations. The Employer reserves the right to publish and enforce from time to time new work rules, policies, and regulations not in conflict with this Agreement. The Union shall have the right to grieve the reasonableness of any new work rule established by the Employer.

Section 4.2. Disciplinary Procedure.

(g) Notice of Discharge or Discipline. The Employer agrees promptly upon the discharge or discipline of an employee to notify, in writing, the Steward in the Unit of the discharge or discipline.

(h) The discharged or disciplined employee will be allowed to discuss this discharge or discipline with the Steward of the Unit. The Employer will make available an area where the employee may do so before being required to leave the property of the Employer. Upon request, the Employer or designated representative will discuss the discharge or discipline with the employee and the Steward.

Section 4.3. Discharge and Discipline. The Employer agrees that discipline and discharge of non-probationary employees shall be for just cause. The provisions of this section do not apply to employees of the Prosecutor's office who serve at the pleasure of the Prosecuting Attorney.

GRIEVANCE PROCEDURE

Section 5.0. Definition of a Grievance. A grievance shall be defined as a complaint by the Union or an employee covered by this Agreement alleging a violation of a specific provision or provisions of this Agreement as written.

Section 5.1. Grievance Procedure. All grievances shall be handled in the following manner:

Step 1. Oral Procedure. An employee with a grievance shall discuss the matter with their immediate supervisor (or designated representative) within ten (10) working days from the time of the occurrence of the events giving rise to the grievance. In situations where it was impossible for the employee involved to have known at the time of the actual occurrence of the events giving rise to the complaint, the employee shall discuss the matter within ten (10) working days from the time that the employee involved first knew or could have known of the facts giving rise to the complaint. If requested by the employee, a Steward may be present. The immediate supervisor (or designated representative) shall endeavor to give the employee concerned an oral answer to the grievance within three (3) working days of the discussion. Every effort shall be made to settle the grievance in this matter.

Step 2. Written Procedure to Department Head. If the grievance is not satisfactorily settled in the Step 1 Oral Procedure, the complaint shall be reduced to a written grievance within ten (10) working days of the oral answer and submitted to the Department Head (or designated representative). The grievance shall be signed by the employee and shall indicate the Section or Sections of this Agreement in dispute and shall adequately set forth the facts giving rise to the grievance. The preparation of a written grievance shall not interfere with the Department's operations. The Department Head (or designated representative), the employee, and the Steward may discuss the grievance. The Department Head (or designated representative) shall place an answer on the written grievance within ten (10) working days following the date the grievance was submitted at this step, and return it to the Steward.

Step 3. Written Procedure to Board of Commissioners. If a grievance is not satisfactorily settled in the Step 2, Written Procedure, the Steward may appeal the Department Head's decision by delivering to the County through the County Controller's office a written request for a meeting concerning the grievance within ten (10) working days following receipt of the Department Head's written disposition of the grievance. A copy of this written request shall be provided to the Department Head. Within twenty (20) working days after the grievance has

been appealed, a meeting shall be held between representatives of the Employer and the Union. If the meeting cannot be held within the twenty (20) working day period, it shall be scheduled for a date mutually convenient for the parties. The Chairperson of the County's Negotiations Committee, or designated representative, shall place a written disposition on the grievance within fifteen (15) working days following the date of this meeting, and return it to the Steward.

Section 5.2. Arbitration. The Union may request arbitration of any unresolved grievance which is arbitrable by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Department Head within twenty (20) working days following the receipt of the County's written disposition in Step 3 of the grievance procedure. If the County fails to answer a grievance within the time limits set forth in Step 3 of the grievance procedure, the Union may request arbitration by delivering a written request to arbitrate to the County through the County Controller's Office with a copy mailed to the Department Head not later than forty (40) working days following the date the County's written Step 3 disposition was due. If the Union does not request arbitration within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last disposition.

Section 5.3. Selection of Arbitrator. The parties shall first attempt to mutually select an arbitrator to resolve the dispute. If the parties are unable to mutually agree upon an arbitrator, the Union shall request the Federal Mediation and Conciliation Service to provide a panel of seven arbitrators. The arbitrator shall be selected from this panel by each party alternately striking the name of an arbitrator. The Union shall strike the first name from the list of arbitrators. After six arbitrators have been struck, the remaining individual shall serve as the arbitrator. Should the parties mutually determine that any panel of arbitrators is unsatisfactory, that panel may be rejected and another requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. Each party shall pay the fees, expenses, wages, and any other compensation of its own witnesses, representatives and legal counsel.

Section 5.4. Arbitrator's Powers and Jurisdiction. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitration shall be governed by the rules of AAA. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. The arbitrator shall have no authority to rule on the discipline, layoff, recall or termination of any probationary employee, or to rule on any grievance considered settled. The arbitrator shall have no power to establish wage scales or rates on new or changed jobs, or to change any rate unless it is provided for in this Agreement. The Arbitrator shall have no authority to review the propriety of the denial of leave or benefits under the FMLA. The arbitrator shall have no authority to rule on the discipline of discharge of any employee in the Prosecutor's office. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the expressed terms of this Agreement as generalized in the management's rights clause herein. If the grievance concerns these rights which are not otherwise limited by the expressed terms of this Agreement, the grievance shall not be arbitrable. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and the Employer may require a bifurcated hearing in any proceeding in which the arbitrability of the grievance for timeliness is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time

the grievance was first submitted in writing. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensation for personal services that the employee may have received from any source during the period in question.

Section 5.5. Arbitrator's Decision. The arbitrator's decision shall be final and binding upon the Union, the Employer and the employees in the bargaining unit; provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

Section 5.6. Time Limits. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step within Section 5.1. The time limits established in the grievance procedure may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

Section 5.7. Time Computation. Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered to be working days, even if a particular employee does not actually work on that day.

Section 5.8. Pay for Processing Grievances. The Steward and employees necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings or arbitrations; provided, however, that the Employer reserves the right to deny pay if this privilege is being abused.

Section 5.9. Grievance Form. The grievance form shall be prepared by the Union in a form which coincides with the grievance procedure established in this Agreement.

Section 5.10. Discharge Grievances. All grievances concerning discharge shall be initiated at Step 3 of the Grievance Procedure. A written grievance signed by the Steward, a non-employee representative of the Union or the discharged employee shall be filed within five (5) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

Section 5.11. Veterans' Preference Claims. It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this agreement. Accordingly, the parties hereby agree that any employee who may come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required, not later than Step 3 of the Grievance Procedure, to elect in writing either the Grievance Procedure or their statutory remedy as their single means of challenging the Employer's determination. If the employee elects to pursue their statutory remedy or fails to

make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any Arbitration proceeding.

WORK STOPPAGES

Section 6.0. Continued Work Pledge. The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are services essential to the public health, safety, and welfare. The Union and the employees therefore agree that there shall be no interruption of these services for any cause by the employees, nor shall there by any concerted failure by the employees to report for work, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full faithful and proper performance of the duties of their employment. The parties further agree that there shall be no strikes, sit-downs, slow-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with the services of the County and Courts. Any violation of the foregoing may be made the subject of disciplinary action or up to and including discharge from employment.

Section 6.1. Violation of Continued Work Pledge. Any employee who violates the Continued Work Pledge of Section 6.0 shall be subject to discipline by the Employer, up to and including discharge. Any appeal to the grievance procedure concerning an employee disciplined for violation of Section 6.0 shall be limited solely to the question of whether the employee or employees did in fact engage in an activity prohibited by Section 6.0.

Section 6.2. Further Sanctions. If Section 6.0 of this Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.1, to any other legal remedies the Employer may possess, including injunctive relief.

Section 6.3. Affirmative Action. The Union agrees that it and its officers and representatives will take prompt affirmative action to prevent or stop any activity prohibited in Section 6.0 by notifying the employees it represents that it disavows such action.

Section 6.4. No Lockout. During the life of this Agreement, the Employer, in consideration for the Continued Work Pledge of the Union and the employees it represents to refrain from the conduct prohibited by Section 6.0, agrees not to lock out any employees covered by this Agreement because of a labor dispute between bargaining unit employees and the Employer.

SENIORITY

Section 7.0. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. Departmental seniority shall be defined as the length of an employee's continuous service with the Employer within one of the Departments listed below, or any newly created Departments:

(a) County Clerk's Office

(b) County Treasurer's Office

(c) Prosecuting Attorney's Office

(d) Register of Deed's Office

(e) Equalization Department

(f) Animal Control

(g) Building and Grounds

(h) Drain Commissioner's Office

(i) Cooperative Extension

(j) Building Codes

(k) Recycling Office

(l) Controllers Office

Classification seniority shall be defined as the length of an employee's continuous service within a job classification covered by this agreement. An employee's "last date of hire" shall be the most recent date upon which the employee commenced work for the Employer. Seniority, departmental seniority and classification seniority shall commence only after the employee completes the probationary period hereinafter provided. Employees who commence work on the same date shall be placed on the seniority list in an order to be determined by the drawing of lots in the presence of the Chapter Chairperson. The application of seniority, departmental seniority and classification seniority shall be limited to the preferences and benefits specifically recited in this Agreement.

Section 7.1. Probationary Period. Employees hired in the unit shall be considered as probationary employees for the first twelve (12) months of their active employment. 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 Arbitration 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. When an employee finishes the probationary period, they shall be entered on the seniority list of the unit and shall rank for seniority from their last date of hire. There shall be no seniority, departmental seniority or classification seniority among probationary employees.

Section 7.2. Seniority List. The Employer shall keep a current seniority list showing each employee's name, employment status, department and department seniority date, classification and classification seniority date and seniority date. A copy of the seniority list shall be provided to the Union on or about January 1 of each year and at such times as changes to the seniority list are made. The seniority list as provided to the Union shall be conclusively presumed accurate and the Employer shall be entitled to rely thereon unless any alleged error in the list is timely grieved in accordance with the Grievance Procedure.

Section 7.3. Loss of Seniority. An employee's seniority, departmental seniority, classification seniority and the employment relationship with the Employer shall terminate for the following reasons:

(a) The employee quits,

(b) The employee is discharged and the discharge is not reversed through the procedure set forth in this Agreement

(c) The employee is absent for two (2) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at this last known address advising that their seniority and employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure,

(d) The employee does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as (c) above.

(f) The employee has been laid-off for twenty four (24) months or their length of seniority, whichever is greater.

Section 7.4. Transfer to Non-Bargaining Unit Position. An employee who is transferred to a position under the Employer not included in the unit, and who is thereafter transferred again to a position within the unit, shall accumulate seniority while working in the non-unit position to which the employee was transferred for a period not to exceed six (6) months. After six (6) months, there will be no seniority rights.

LAYOFF AND RECALL

Section 8.0. Layoff. When it is determined by the Employer that the work force in a particular Department is to be reduced, the Employer will first seek volunteers for the layoff. The approval of any individual to volunteer for a voluntary layoff is subject to the approval of the Department Head. In the event that there are not sufficient acceptable volunteers to eliminate the need for the layoff the Employer shall lay off employees from that Department in the following order:

(m)The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff.

(n) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.

(o) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff by inverse order of classification seniority.

(p) Further layoffs from the particular job classification affected by the layoff shall be accomplished by inverse order of classification seniority.

The Employer shall endeavor to provide at least fourteen (14) calendar days advance notice of the layoff and, if known, the anticipated duration of the layoff. This period of notification starts to run at the time on the initial announcement of the layoffs and the solicitation of potential volunteers.

Section 8.1. Displacement Rights After Layoff. Employees with seniority who are laid off shall be entitled to displace an employee in another lesser or equally paid job classification within that same Department under the following conditions:

(a) The laid off employee has greater departmental seniority than the employee to be displaced.

(b) The laid off employee presently has the necessary qualification, skill, ability, and experience to perform the work in the other job classification.

(c) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff.

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

Section 8.2. Recall. When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 7.0, provided that an employee can only be recalled to a position to which they have been previously laid off. Notice of recall shall be sent to the employee at their last-known address by registered or certified mail. If an employee fails to report for work within ten (10) days from date of mailing of notice of recall, they shall be considered a quit.

Section 8.3. Seniority of Chapter Chairman and Stewards. Notwithstanding their position on the seniority list, the Chapter Chairman and Stewards shall, in the event of a layoff of any type, be continued at work as long as there is a job in their current Department which they can perform without additional training and who has the ability and shall be recalled to work in the event of a layoff on the first open job in their current Department which they can perform. In the event an employee is awarded damages of any nature as a result of the application at this Article,

or in the event the Employer incurs expenses in the nature of legal fees and/or costs to defend an action brought as a result of the application of this Section, than and in that event, the Union will hold the Employer harmless and reimburse it for all such damages, expenses, or costs incurred. This provision does not apply to a Chapter Chairperson or Steward who works in a Department headed by an elected official.

PROMOTIONS

Section 9.0. Job Vacancies for Departments not headed by an elected Official.

(a) The Employer shall select employees for job vacancies within the bargaining unit that are going to be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position in a conspicuous place in the department. Employees interested shall apply within the five (5) working day posting period. The senior employee applying for the promotion and who meets the requirements shall be granted a four (4) week trial period to determine:

(1) their desire to remain on the job
(2) their ability to perform the job

In the event the senior applicant is denied the promotion, reasons for the denial shall be given to the employee in writing upon request.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to their former classification. If the employee is unsatisfactory in the new position, notice and reasons will be submitted to the employee by the Employer.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Promotions within the bargaining unit shall be made from within the affected department first.

(e) In the event no one from within affected department bids for the position, the Employer may fill from outside the bargaining unit.

(f) In the event that no one from within the bargaining unit bids for the position, laid off employees may bid on the open position. If there are no laid off employees qualified for the position, the Employer may fill from the outside.

Section 9.1. Job Vacancies for Positions Headed by an Elected Official Job vacancies in the County Clerk's Office, the County Treasurer's Office, the Prosecuting Attorney's Office, the Register of Deed's Office and the Drain Commissioners Office will be filled in accordance with the following:

(a) Internal Departments Candidates. The Elected Official will post a notice of the job vacancy in a conspicuous place within the department for a period of five (5) working days. Employees from within the department may apply for that position within the application period set forth in the vacancy notification. The Elected Official will evaluate the qualifications of the applicants for the vacancy from within the department and will offer the position to the applicant that the Elected Official in their sole discretion considers to be the best qualified; provided, however that the Elected Official reserves the right to determine that none of the applicants are qualified and to seek additional applicants.

(b) External Department Candidates. In the event that the vacancy is not filled by an employee from within the department, the vacancy will be posted in other departments and publicized externally if desired by the Employer. The Elected Official will evaluate the qualifications of the applicants for the vacancy and will offer the position to the applicant that the Elected Official in their sole discretion considers to be the best qualified; provided, however that the Elected Official reserves the right to determine that none of the applicants are qualified and to seek additional applicants. In the event the Elected Official determines that the qualifications of applicants from outside the department are relatively equal, the Elected Official agrees to give preference to an internal candidate over an applicant from outside of the bargaining unit.

(c) A decision of the Elected Official regarding the evaluation of a candidate's qualification is final and is not subject to review through the arbitration procedure.

(d) The job vacancy bidding procedure does not apply to appointments to the position of a chief deputy to an Elected Official.

LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. Without the prior permission of the Employer, any employee who engages in other employment while on a leave of absence shall be considered to have quit.

Section 10.1. Unpaid Personal Leave of Absence. The Employer may in its discretion grant an employee a personal leave of absence without pay for a period not to exceed thirty (30) calendar days. Requests for personal leave shall be in writing, signed by the employee, and given to their Department Head. Such requests shall state the reason for the leave. An extension of personal leave of absence may be granted by the Employer in its discretion, provided the extension is requested prior to the termination of the original leave period. No personal leave of absence may be granted for a period in excess of six (6) consecutive calendar months. No request for a personal leave of absence shall be considered approved unless such approval is in writing signed by the Department Head.

Section 10.2. Non-Duty Disability Leave. A disability leave of absence will be granted to employees who have been absent for more than five (5) consecutive working days because of a non-work related injury, illness, pregnancy or other disability, subject to the right of the Employer to require a physician's certificate establishing to the satisfaction of the Employer that

the employee is incapacitated from the safe performance of work due to illness, injury, or other disability. A disability leave shall be with pay and benefits until such time as the employee has exhausted all accrued paid sick leave benefits and vacation and thereafter shall be without pay or benefits. This disability leave will continue for the period of the employee's disability; provided, however, that an employee may not be on a disability leave for a period of more than twelve (12) consecutive months or the length of their seniority, whichever is lesser. An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with Section 8.2. Recall. The Employer may request at any time, as a condition of continuance of a disability leave of absence, proof of a continuing disability. In situations where the employee's physical or mental condition raises a question as to the employee's capacity to perform the job, the Employer may require a medical examination by a physician chosen by the Employer at the Employer's expense and, if appropriate, shall 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 cases the employee's attendance and job responsibilities must be satisfactorily maintained. Employees are required to notify the Employer of any condition which will require a leave of absence under this Section together with the anticipated date for commencement of such leave. This notice shall be given to the Employer by the employee as soon as the employee is first aware of the condition. All employees returning to work from a disability leave of absence must present a physician's certificate satisfactory to the Employer indicating the employee is physically or mentally able to return to work.

Section 10.3. Workers' Compensation Leave. Upon written application (the incident report), a leave of absence for a period of not more than twenty-four (24) months will be granted to employees who are unable to continue to work for the Employer because of a work related injury or disease for which the employee is entitled to receive benefits under the Worker's Compensation laws of the State of Michigan and is receiving voluntary payments from the Employer, subject to the Employer's right to require medical proof. Extension of the leave may be granted by the Employer, in its sole discretion, upon written application. An employee whose leave ends prior to their being able to return will be considered to be on layoff with rights to return in accordance with Section 8.2. Recall. The Employer may require at any time, as a condition of continuance of a worker's compensation leave of absence, proof of a continuing inability to perform work for the Employer. In the event that the Employer, in conjunction with its medical advisors, determines that the employee is capable of returning to work, the employee's leave of absence shall immediately end.

Section 10.4. Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

Section 10.5. Paid Sick Leave. Full time employees shall earn and be granted sick leave of absence with pay under the following conditions and qualifications:

(a) Paid sick leave will be earned at a rate of one (1.0) day for each month of active service with the Employer. For purposes of this section, a full-time employee has a complete month of active service when they work or receive pay for at least twenty (20) days during any calendar month. A day of sick leave shall equal the number of hours in the employee's regular workday. [Seven and one half (7.5) hours for office and clerical employees and eight (8) hours for maintenance employees]. Sick leave shall be paid at the employee's regular hourly rate of pay when the sick leave is taken. Employees hired beginning January 1, 2011 and thereafter shall earn paid sick leave at a rate of one-half (½) a day for each month of active service with the Employer.

(b) Employees may utilize paid sick leave when it is established to the Employer's satisfaction that an employee is incapacitated due to illness, injury or other disability; or for the purpose of physician's appointments that cannot be scheduled outside of regular working hours; and in the event of a major illness or accident emergency that requires the employee's presence to care for a spouse or a child residing in the home with the employee. Disability associated with pregnancy, miscarriage, abortion or child birth shall be treated as any other disability. In instances where the paid sick leave is taken because of a serious health condition that makes the employee unable to perform the functions of their job, the leave will be considered to be a family and medical leave.

(c) An employee shall be eligible for paid sick leave only if they make every reasonable effort to notify the Employer of the need to utilize paid sick leave before the start of their scheduled day of work. Employees will be required to sign a statement of request for sick leave. The Employer may require, in addition to the employee's own statement, a physician's certificate showing that the time off was due to actual disability, provided that such a request is reasonable under existing circumstances. Such a request shall not apply to short sick leaves of one or two days, unless such leaves are habitual. Falsification of the physician's certificate or falsely setting forth the reasons for the absence shall constitute just cause for discipline, up to and including discharge.

(d) At the end of each calendar year, all accrued but unused sick leave hours in excess of twenty (20) days (150 or 160 hours as appropriate) shall be multiplied by the employee's straight time regular rate of pay as of December 31 of that year, and 50% of that amount shall be placed in the employee's HCSP with MERS or, at the option of the employee, exercised at least two (2) weeks before the end of the year some or all of that amount will be paid to the employee. Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 25% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of termination some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with less than twenty (20) years of County service and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 50% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. Employees who retire under the County's retirement plan with twenty (20) or more years of County service

and are eligible to immediately collect retirement benefits shall have all accrued but unused sick leave hours multiplied by the employee's straight time rate of pay and 100% of that amount shall be placed in the employee's HCSP with MERS, or at the option of the employee exercised at least two weeks before the date of retirement some or all of that amount will be paid to the employee. Upon the death of an employee, all accrued but unused sick leave hours shall be multiplied by the deceased employee's straight time rate of pay and 100% of that amount shall be paid to their designated beneficiary. For purposes of this section, retirement shall not include employees who are deferred retirees under MERS and are only eligible to receive a retirement allowance at a later date.

(e) Paid sick leave may be utilized during periods when an employee is receiving voluntary worker's compensation payments from the Employer, short term disability insurance or long term disability insurance to the extent necessary to maintain the employee's net take home pay based upon a forty (40) hour work week or the employee's normal work week, whichever is lesser. In the event that payments shall be found to be a wage continuation program under the Worker's Compensation laws of the State of Michigan, the parties agree to renegotiate this subsection.

Section 10.6. Funeral Leave. A full time employee shall be granted up to three consecutive working days of leave to attend the funeral in the event that a death occurs in the employee's immediate family, one day of which must be the day of the funeral. In the event that a memorial service is held at a time not contiguous with the time of death, one of the days may be reserved to attend the memorial service. Immediate family shall mean spouse, mother, father, children, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother, sister, grandparents, grandparents-in-law, step-parent, step-children, dependents within the household, grand-children, and step-grand-children. A full time employee shall be granted leave on the day of the funeral of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law or to serve as a pallbearer. Employees shall notify their immediate supervisor or designee by telephone of a death and the anticipated length of their leave. An additional two (2) consecutive working days of leave shall be granted for a death to an employee's spouse or children or step-children. Full time employees who lose time from their regularly scheduled hours shall receive pay at their regular straight time rate of pay for all hours lost as a result of the funeral leave, provided that no pay will be made to an employee who does not attend the funeral. Additional time may be authorized by the Employer, but pay for that additional time is to be charged to personal leave or vacation. An employee may not take funeral leave when on another leave of absence.

Section 10.7. Family and Medical Leave. Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period 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.

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

For purposes of leaves under subparagraphs (c) and (d) above, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves (a) inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical care facility, including any period of incapacity, or any subsequent treatment in connection with such inpatient care; or (b) continuing treatment by a health care provider. Ordinarily, unless complications arise, the common cold, the flu, ear aches, upset stomach, minor ulcers, headaches other than migraine, routine dental or orthodontia problems and periodontal disease are examples of conditions that do not meet the definition of a serious health condition and do not qualify for FMLA leave.

The provisions of this section are supplemented by the Employer'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. At an employee's option, up to five (5) days of accrued vacation may be reserved for use after completion of an FMLA leave.

Section 10.8. Return to Work After Leave of Absence. Employees returning from Employer approved leaves of absence will be reinstated to their former job classification.

Section 10.9. Fringe Benefits on Leave of Absence. Fringe benefits shall not accumulate, accrue, or be paid during any unpaid leave of absence, except as expressly provided in this Agreement.

Section 10.10. Union Leave. One (1) member of each unit elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conference and/or conventions. However, it will not exceed one (1) member for each leave and not exceed a total of five (5) days per year.

Section 10.11. Jury Duty Leave. Any employee with one (1) or more year's seniority who is called to and reports for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty, if scheduled to work. Such employees shall be paid at their regular rate of pay for such days. If an employee is excused from jury duty on any scheduled workday, they shall be required to report to work immediately. In consideration of receiving their regular pay, employees shall assign to the Tuscola County Treasurer all other remuneration received for jury duty during the same period, except mileage.

In order to receive payment under this Article, an employee must give the Employer prior notice that they have been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

This provision of this Article is not applicable to an employee who, without being summoned, volunteers for jury duty.

Section 10.12. Paid Personal Leave. Full-time employees scheduled to work eighty (80) hours per bi-weekly pay period will be provided with sixteen (16) hours of paid personal leave each calendar year and full time employees scheduled to work seventy-five (75) hours per bi-weekly pay period will be provided with fifteen (15) hours of paid personal leave each calendar year. Paid personal leave must be scheduled in advance at a time mutually agreeable to the Employer and the employee. Paid personal leave will be charged hour for hour for all time off from the employee's scheduled hours, but must be utilized in blocks of not less than one (1) hour at a time. Paid personal leave must be used during the calendar year in which it is granted and paid personal leave unused at the end of the calendar year will be forfeited. Employees leaving the employ of the County will not be paid for unused paid personal leave. Newly hired full time employees will be provided with pro-rated paid personal leave based upon the number of complete months of service remaining in that calendar year.

HOURS OF WORK AND WAGES

Section 11.0. Wages. When an employee is permanently promoted or permanently transferred to a position in a higher classification, their pay shall be increased to the step immediately above their present pay rate. In application to the pay scale only, if an employee is permanently demoted or transferred to a position in a lower classification, their pay shall be decreased to the step immediately below their present pay rate. On a promotion, if there are no rates above, the employee would receive the same rate of pay. On a demotion, if there are no rates below, the employee would receive the same rate of pay.

Section 11.1. Rates for New Jobs. When a job is placed in a unit and cannot be properly placed in an existing classification, the Employer will notify the Union prior to establishing a classification and rate structure. In the event the Union does not agree that the rate is proper, the rate shall be subject to negotiation.

Section 11.2. Equalization of Overtime Hours. Overtime hours shall be divided as equally as possible among employees in the same classification within the department. Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution. To the extent feasible, the Employer will divide overtime equally among employees in the same classification on the same shift in the department, if they qualify. It is understood that the least senior employees must take the assignment.

Section 11.3. Working Hours. For employees who normally and routinely work eight (8) hours per day, the normal regular, full working day shall consist of eight (8) working hours per day. For employees who normally and routinely work seven and one-half (7 1/2) hours per day, the normal regular full working day shall consist of seven and one-half (7 1/2) working hours per day. This shall not be construed as and is not a guarantee of any number of hours of work per day or per week nor shall it be a guarantee of pay. An employee reporting for duty shall be guaranteed at least four (4) hours' pay.

Section 11.4. Lunch Break. Employees are provided with sixty (60) minutes off for lunch not included and without pay in the regular working day.

Section 11.5. Break Periods. Employees may take a "rest period" in the a.m. not to exceed fifteen (15) minutes, and also a "rest period" in the p.m. not to exceed fifteen (15) minutes, or the first half and second half of their regular shift, whichever may apply. Every office will be staffed at all times.

Section 11.6. Overtime Pay. Hourly employees whose normal hours of work are thirty-seven and one half (37.5) hours per week shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of thirty-seven and one half (37.5) in any workweek. Hourly employees whose normal hours of work are forty (40) hours per week shall be paid one and one-half (1½) times their regular straight time rate of pay for all hours worked in excess of forty (40) hours in any workweek. For purposes of overtime computation, hours worked shall include paid sick leave, paid funeral leave, paid jury leave, paid vacation leave and all hours actually worked.

Section 11.7. Compensatory Time. Hourly employees who are required to work more than their regularly scheduled hours in a workweek may elect to receive compensatory time in lieu of receiving pay for the hours worked. This compensatory time shall be credited at the rate of one and one half (1½) hours for every hour worked in excess of thirty-seven and one half (37.5) hours for employees whose normal hours of work are thirty-seven and one half (37.5) hours per week and credited at the rate of one and one half (1½) hours for every hour worked in excess of forty (40) hours for employees whose normal hours of work are forty hours per week. The scheduling of compensatory time off shall be arranged in advance by the employee with their supervisor or designated representative. A request for use of compensatory time may be denied, or canceled if it would unduly disrupt the County's operations. Compensatory time off may be accumulated to a maximum of twenty-two and one half (22.5) hours for those employees who are regularly scheduled to work thirty-seven and one half (37.5) hours per week and to a maximum of twenty-four (24) hours for those employees who are regularly scheduled to work forty (40) hours per week. Employees leaving County employment shall receive pay for accrued but unused compensatory time at the rate of pay in effect at the time the employment relationship is terminated.

Section 11.8. Pyramiding. Overtime pay shall not be pyramided, compounded, or paid twice for the same hours worked. No employee shall have any authority to work overtime without the Department Head's approval. And, no overtime will be paid unless it has been approved by the Department Head and so noted on the timecard.

Section 11.9. Call-In Pay. Any employee who is called in to work for hours that are not continuous with their regularly scheduled hours will be paid premium pay at the rate of time and one-half (1½). The minimum amount of time paid for in these instances shall be two (2) hours at time and one-half (1½).

Section 11.10. Computing Hours. All hours paid to employees will be considered as time worked for the purpose at computing benefits.

Section 11.11. Retirement. During the term of this Agreement, the program of retirement benefits provided for in Plan B-3 with the F55(25) rider of the Michigan Municipal Employees' Retirement System shall be in effect for employees covered by this Agreement. Under this Plan, employees contribute four and seven tenths (4.70%) of their gross pay to the retirement system.

During the term of this Agreement, the program of retirement benefits provided for in plan B-2 with full retirement allowed at age sixty (60) years of the Michigan Municipal Employees Retirement System shall be in effect for full time employees hired on January 1, 2011 and thereafter, with such employees to contribute six and seven-tenths (6.70%) percent of their gross pay to the retirement system.

The specific terms and conditions of the retirement plan are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System and its Municipal Employees' Retirement System of Michigan Plan Document.

During the term of this Agreement only, the Employer may request to reopen this Agreement by requesting negotiations in writing with the Union on the limited issue of retirement benefits under this Article and Section. In such a case, the parties shall make every attempt to meet at reasonable times and to reach agreement on the open retirement issues. There shall be no reduction of retiree benefits or increase in employee contributions to current employees as a result of the reopener.

Section 11.12. Wages for Part-Time Employees. Regular part-time employees shall be paid at the starting rate of pay which is set for the classification for the job which they are hired. Regular part-time employees may move up in the pay steps in accordance with actual hours worked. 1950 hours worked will represent one (1) year worked. The Employer will advise the Union whenever it hires any irregular employees who will perform work that might otherwise be performed by members of this unit. This advice will include the name of the irregular employee, the nature of the work to be performed by that individual, the normal hours for that employee and the expected duration of their employment. An irregular employee working 15 or more hours a week will not normally be employed for a period longer than six (6) consecutive months. The Union may call a special conference to discuss the status of any irregular employee in the event that it believes that any irregular employee has worked on terms that make them a full time employee or a regular part-time employee. Disputes regarding the status of any irregular employee are to be resolved through the unit clarification procedures of MERC and are not subject to the grievance and arbitration procedures of this Agreement.

HOLIDAYS

Section 12.0. Holidays. Act 12, Public Acts of 1969, shall apply.

January 1st - New Years Day
January - Martin Luther King Day
February - President's Day
Good Friday
Last Monday of May - Memorial or Decoration Day

July 4th
First Monday of September - Labor Day
November 11 - Veterans Day
Fourth Thursday of November - Thanksgiving Day
Friday following Thanksgiving Day
December 24th - Christmas Eve Day
December 25th - Christmas Day
December 31 - New Years Eve Day

(a) To be eligible for Holiday Pay, employees must work full-time and have obtained seniority on the date the holiday occurs.

(b) The employee must work in full their regularly scheduled straight-time work day following the holiday. See paragraph (h).

(c) It an employee is on layoff, drawing Workers' Compensation payments, receiving sick pay, receiving funeral pay, on non-compensable leave of absence or receiving any other form of pay, at the time the holiday occurs, they will not be paid for the holiday.

(d) In addition to holiday pay for the time not worked, if an eligible employee works on the actual day of the designated holiday, they shall also be paid at the rate of one and one-half (1½) times their regular straight-time rate for the hours so worked.

(e) An employee who is eligible to receive holiday pay for any holiday not worked shall be paid up to seven and one-half (7½) hours pay computed at the current straight-time hourly rate which is in effect on that holiday, exclusive of premiums. In the event the employee is normally scheduled to work eight (8) hour days the holiday pay will be paid for eight (8) hours.

(f) When one of such holidays falls within an eligible employee's approved vacation period and they are absent from work because of such vacation they shall receive one (1) additional day for that holiday in addition to their vacation time off.

(g) When a holiday falls on Saturday, the preceding Friday shall be the holiday, and if the holiday falls on Sunday, the next Monday shall be the holiday.

(h) Paragraph (b) of this article will be waived during the term of this contract; however, if a total of thirty (30) absent days are used the day after, holidays during this contract, paragraph (b) will be automatically reactivated.

(i) Regular part-time employees who lose time from their regularly scheduled hours because the County closed for a scheduled holiday shall be paid 3.25 hours of holiday pay.

VACATIONS

Section 13.0. Vacations. Full-time employees shall be allowed ten (10) working days vacation after one (1) full year of employment and every year thereafter. Employees with five (5) consecutive years of service shall be allowed fifteen (15) working days vacation. Employees with ten (10) consecutive years of service shall be allowed eighteen (18) working days vacation. Employees with fifteen (15) consecutive years of service shall be allowed twenty (20) working days vacation. All vacation days shall be with pay at the employee's regular pay rate. Vacation time cannot be accumulated from year to year and must be taken in at least ½ day increments. Exceptions to the ½ day increment policy can be made on a case-by-case basis at the sole discretion of the Employer.

Regular part-time employees will receive thirty-seven and one-half (37½) hours vacation pay for each 1950 hours worked. Effective date to begin computing time will be January 1, 1982. Part-time employees shall receive vacation time off upon approval of their department head. There shall be no carry over of vacation time.

INSURANCE BENEFITS

Section 14.0. Health Care and Dental Plan. The Employer will provide at its cost a group health care and dental plan covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents (Community Blue 4).

The health care plan will allow employees to purchase other health care plans by paying 100% through payroll deduction of the difference between the cost of such other health care plan and the health care plan provided by the Employer, i.e. Community Blue 4. The descriptions of the health care plans are set forth on Appendix B. The specific terms and conditions of the health care plan are set forth in the master policy.

Regular full-time employees are eligible to participate in the health care plan no earlier than the first (1st) day of the premium (plan) month following thirty (30) calendar days of employment with the Employer in a regular full-time position.

The Employer will establish a Flexible Spending Account as soon as possible in 2011 which will have a maximum employee account per annum of $2,500 with such account being created and maintained with reasonableness.

Section 14.1. Vision Insurance. The Employer will make available a group vision insurance program covering certain vision care expenses for participating employees and their eligible dependents. The insurance program will provide the coverage set forth on Appendix C. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

During the term of this Agreement, the Employer agrees to pay for single subscriber, two person and family coverage for eligible full-time employees who elect to participate in the group vision insurance plan. The Employer's obligation shall be limited to these amounts.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1st) day of the premium month following thirty (30) days of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall complete the applicable forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

Section 14.2. Life Insurance. All full-time employees with seniority shall be covered by a straight term life insurance policy of $25,000.

Section 14.3. Short Term Disability Insurance Coverage. During the term of this Agreement, the Employer shall obtain a group short term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of two thirds (66.67%) of their normal gross weekly wages. These benefits shall be payable from the 15th day of disability for a period of up to twenty-four (24) consecutive weeks. The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the short term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently Cigna. Employees are required to pay the required premiums for a short term disability program by payroll deduction.

Section 14.4. Long Term Disability Insurance Coverage. During the term of this Agreement, the Employer shall obtain a group long term disability program for full time employees. Employees who become disabled and who are otherwise eligible shall receive from the insurance carrier weekly indemnity payments consisting of sixty percent (60%) of their normal gross weekly wages. These benefits shall be payable from the 180th day of disability through age sixty-five (65). The benefits payable under this program are coordinated with compensation paid under other similar programs such as the Social Security Act, worker's compensation, and the County's retirement Plan. The specific terms and conditions governing the long term disability program are set forth in detail in the policy governing the program as issued by the carrier, currently Cigna. Employees are required to pay the required premiums for a long term disability program by payroll deduction.

Section 14.5. Retiree Insurance. The employer shall allow retired employees to participate in the group health insurance program, provided the employee has been a subscriber of the health insurance program prior to retirement and pays 102% of the premium. (Retirement shall be defined as an employee being eligible to receive retirement benefits under the Municipal Employees Retirement System of Michigan).

Section 14.6. Insurance Carrier. The Employer shall select or change the insurance carrier at its discretion and shall be entitled to receive any dividends, refunds, or rebates earned without condition or limit of any kind. All benefits shall be subject to standard provisions set forth in the policy or policies. Benefits for otherwise eligible new employees will become effective when they attain seniority. Should the Employer be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the

benefits provided by the Employer under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employer not be obligated to provide double coverage and to escape such double payments, the Employer shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs.

Section 14.7. Obligation to Continue Payments. In the event that an employee eligible for insurance coverage under this Agreement is discharged, quits, retires, resigns, is laid off, or commences an unpaid leave of absence, the Employer shall have no obligation or liability whatsoever for making any insurance premium payment for any such employee or their lawful dependents beyond the month in which the discharge, quit, retirement, resignation, layoff, or unpaid leave of absence commences; provided, however, that employees on a family and medical leave of absence shall continue to be eligible for Employer-paid insurance for the period of their family and medical leave on the same terms that would exist if they were not on the leave. Employees on Employer approved leaves of absence may continue insurance benefits on a month by month basis by paying to the Employer, in advance, the amount of the next month's premium for that employee and/or their lawful dependents, subject to the approval of the insurance program. The Employer shall resume payment of insurance premiums for eligible employees who return to work from layoff or unpaid leaves of absence as of the first (1st) day of the premium month following the date of the employee's return to work. The provisions of the foregoing notwithstanding, the Employer will continue to pay insurance premiums for eligible employees who are entitled to worker's compensation benefits because of a job related injury or are receiving short term/long term disability insurance payments for a period of up to six (6) months.

Section 14.8. Employees Not Needing Health or Dental Coverage/Insurance. Employees who have health care coverage/insurance through a plan under another employer and elect to drop out of the Employer's health care plan shall be eligible to receive $1200 per year in lieu of health care coverage/insurance. Employees who have dental care insurance through a plan under another employer and elect to drop out of the Employer's dental care plan shall be eligible to receive $800 per year in lieu of dental care insurance. These amounts will be paid in twenty-six (26) equal payments. Employees electing to opt out of the health coverage/insurance program must present proof of other coverage/insurance. This election shall be made on an annual basis during the open enrollment period and shall be effective for the next full insurance year. In the event that an employee loses coverage under the plan with the other employer, they shall be returned to coverage under the Employer's Plan as soon as possible. This payment is not available to County employees who are married to another County employee or are married to an employee of another County affiliated entity which participates in the County Health care plan.

Section 14.9. Health Care Saving Program. The County participates in a Health Care Savings Program (HCSP) through the Municipal Employees' Retirement System of Michigan ("MERS") that allows employees access to a tax-deferred program to save for health care needs when they are no longer employed by the County. Under the HCSP, there is a mandatory conversion of accrued but unused paid sick leave and employees may make voluntary contributions in an amount determined by each employee, with changes in that amount made no more often than on a monthly basis. The specific terms and conditions of the HCSP are controlled by the MERS

HCSP Plan Document and the statutes and regulations governing such programs. Contributions and their earnings can only be used to pay qualifying medical expenses for the employee and their dependents, and cannot be withdrawn for any other purpose. Upon the death of the employee and their last dependent, any amounts remaining in the HCSP will be paid to the beneficiary designated by the employee. Disputes regarding the HCSP are subject to resolution under the procedures promulgated by MERS for its HCSP and are not subject to the grievance and arbitration provisions of this Agreement.

MISCELLANEOUS

Section 15.0. Uniforms. The employer shall provide three (3) uniforms per custodian, and inspectors, per year, (which must be worn during working hours, and shall not be worn any other time). A uniform will consist of: one (1) long-sleeved shirt, one (1) short sleeved shirt, and one (1) pair of trousers and (1) pair of steel-toed boots (except for inspectors). The County will purchase winter coats and bibs for maintenance employees.

Section 15.1. Change in Personnel Status. Employees shall notify the Employer of any change of name, address, telephone number, marital status or number of dependents promptly. The Employer shall be entitled to rely upon the employee's last name, address, telephone number, marital status, and number of dependents shown on its records for all purposes involving his employment and this Agreement.

(e) At no time will the Employer divulge the contents of an employee's personnel file without their knowledge and approval.

(f) Any time the Employer posts any list of employees on a public bulletin board, such list shall not include the birth date of employees.

(g) The disclosure of how much an employee contributes to the retirement system shall only be provided to the individual employee.

Section 15.2. Employment Application. All applicants will complete an employment application. The employment application is an important phase of the hiring procedure and becomes a part of the employee's permanent record. All information submitted on the application form is subject to verification. The Employer reserves the right of dismissal upon finding omission or falsification of fact on the employment application.

Section 15.3. Waiver.

(a) It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understanding between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted.

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

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

Section 15.4. Captions. The captions used in each section of this Agreement are for identification purposes only and are not a substantial part of this Agreement.

Section 15.5. Term of Agreement. This Agreement shall be effective on January 1, 2015 and shall remain in full force and effect through December 31, 2016, at 11:59 p.m. and thereafter for successive periods of one (1) calendar year unless either party shall on or before the sixtieth (60th) calendar day prior to expiration serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. The parties agree to meet within a reasonable time after service of the written notice to commence negotiations. The notice required by this Section shall be addressed to the Union at Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906 and to the Employer at Tuscola County Board of Commissioners, Tuscola County Courthouse Annex, 207 E. Grant Street, Caro, Michigan 48723, or to any such address as the Union or the Employer may make available to each other.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date and year first above written.

TUSCOLA COUNTY

Chairperson, Tuscola County Board of Commissioners

Chairperson-Tuscola County Personnel Committee

Tuscola County Prosecuting Attorney

TUSCOLA COUNTY COURTHOUSE EMPLOYEES CHAPTER OF LOCAL 2697 (COUNCIL 25, AFSCME, AFL-CIO)

Staff Representative

Member -Bargaining Committee

Member-Bargaining Committee

Tuscola County Clerk

Tuscola County Treasurer

Tuscola County Register of Deeds

Tuscola County Drain Commissioner

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

APPENDIX A

January 1, 2015 through December 31, 2015

Employees hired prior to 1/1/2011

	Start or Step 1	End of 6 Months or Step 2	End of 1 year or Step 3	End of 2 yrs or Step 4	End of 3 yrs or Step 5
Custodian	$13.22	$13.49	$13.67	$13.83	$13.97
Material Handler	$13.22	$13.49	$13.67	$13.83	$13.97
General Office Clerk	$13.32	$13.56	$13.73	$13.88	$14.07
Secretary I	$13.83	$14.01	$14.23	$14.40	$14.60
Account Clerk I	$13.83	$14.01	$14.23	$14.40	$14.60
Maintenance I	$13.84	$14.06	$14.26	$14.43	$14.71
Account Clerk II	$13.96	$14.23	$14.40	$14.60	$14.85
Secretary II	$14.23	$14.40	$14.60	$14.85	$15.06
Account Clerk III	$14.23	$14.40	$14.60	$14.85	$15.06
Court Records Clerk I	$14.23	$14.40	$14.60	$14.85	$15.06
Maintenance II	$14.28	$14.43	$14.63	$14.87	$15.10
Court Records Clerk II	$14.76	$14.95	$15.17	$15.38	$15.63
Maintenance Leader	$14.87	$15.06	$15.28	$15.53	$15.75
Abstract/Tax Service Clerk	$15.82	$16.07	$16.32	$16.55	$16.79
Appraiser I	$16.40	$16.70	$16.90	$17.15	$17.37
Assistant Dir/Facilities	$16.66	$16.88	$17.09	$17.51	$17.95
Appraiser II	$18.01	$18.44	$18.87	$19.30	$19.74

Employees hired 1/1/2011 and thereafter

	Start or Step 1	End of 6 Months or Step 2	End of 1 Year or Step 3	End of 2 Years or Step 4	End of 3 Years or Step 5	End of 4 Years or Step 6	End of 5 Years or Step 7
Custodian	$13.22	$13.34	$13.47	$13.60	$13.72	$13.84	$13.97
Material Handler	$13.22	$13.34	$13.47	$13.60	$13.72	$13.84	$13.97
General Office Clerk	$13.32	$13.44	$13.58	$13.70	$13.82	$13.94	$14.07
Secretary I	$13.83	$13.95	$14.08	$14.21	$14.33	$14.45	$14.60
Account Clerk I	$13.83	$13.95	$14.08	$14.21	$14.33	$14.45	$14.60
Maintenance I	$13.84	$13.95	$14.08	$14.21	$14.33	$14.45	$14.71
Account Clerk II	$13.96	$14.11	$14.26	$14.40	$14.55	$14.69	$14.85
Secretary II	$14.23	$14.36	$14.49	$14.63	$14.76	$14.90	$15.06
Account Clerk III	$14.23	$14.36	$14.49	$14.63	$14.76	$14.90	$15.06
Court Records Clerk I	$14.23	$14.36	$14.49	$14.63	$14.76	$14.90	$15.06
Maintenance II	$14.28	$14.42	$14.56	$14.69	$14.82	$14.96	$15.10
Court Records Clerk II	$14.76	$14.91	$15.06	$15.20	$15.34	$15.48	$15.63
Maintenance Leader	$14.87	$15.01	$15.16	$15.30	$15.44	$15.60	$15.75
Abstract/Tax Service Clerk	$15.82	$15.98	$16.15	$16.32	$16.48	$16.65	$16.79
Appraiser I	$16.40	$16.56	$16.73	$16.89	$17.06	$17.23	$17.37
Account Assessment Specialist	$16.40	$16.56	$16.73	$16.89	$17.06	$17.23	$17.37
Assistant Dir/Facilities	$16.66	$16.87	$17.10	$17.31	$17.52	$17.75	$17.95
Appraiser II	$18.01	$18.34	$18.57	$18.79	$19.10	$19.30	$19.74

January 1, 2016 through December 31, 2016

Employees hired prior to 1/1/2011

	Start or Step 1	End of 6 Months or Step 2	End of 1 year or Step 3	End of 2 yrs or Step 4	End of 3 yrs or Step 5
Custodian	$13.48	$13.76	$13.94	$14.11	$14.25
Material Handler	$13.48	$13.76	$13.94	$14.11	$14.25
General Office Clerk	$13.59	$13.83	$14.00	$14.16	$14.35
Secretary I	$14.11	$14.29	$14.51	$14.69	$14.89
Account Clerk I	$14.11	$14.29	$14.51	$14.69	$14.89
Maintenance I	$14.12	$14.34	$14.55	$14.72	$15.00
Account Clerk II	$14.24	$14.51	$14.69	$14.89	$15.15
Secretary II	$14.51	$14.69	$14.89	$15.15	$15.36
Account Clerk III	$14.51	$14.69	$14.89	$15.15	$15.36
Court Records Clerk I	$14.51	$14.69	$14.89	$15.15	$15.36
Maintenance II	$14.57	$14.72	$14.92	$15.17	$15.40
Court Records Clerk II	$15.06	$15.25	$15.47	$15.69	$15.94
Maintenance Leader	$15.17	$15.36	$15.59	$15.84	$16.07
Abstract/Tax Service Clerk	$16.12	$16.39	$16.65	$16.88	$17.13
Appraiser I	$16.73	$17.03	$17.24	$17.49	$17.72
Assistant Dir/Facilities	$16.99	$17.22	$17.43	$17.86	$18.31
Appraiser II	$18.37	$18.81	$19.25	$19.69	$20.13

Employees hired 1/1/2011 and thereafter

	Start or Step 1	End of 6 Months or Step 2	End of 1 Year or Step 3	End of 2 Years or Step 4	End of 3 Years or Step 5	End of 4 Years or Step 6	End of 5 Years or Step 7
Custodian	$13.48	$13.61	$13.74	$13.87	$13.99	$14.12	$14.25
Material Handler	$13.48	$13.61	$13.74	$13.87	$13.99	$14.12	$14.25
General Office Clerk	$13.59	$13.71	$13.85	$13.97	$14.10	$14.22	$14.35
Secretary I	$14.11	$14.23	$14.36	$14.49	$14.62	$14.74	$14.89
Account Clerk I	$14.11	$14.23	$14.36	$14.49	$14.62	$14.74	$14.89
Maintenance I	$14.12	$14.23	$14.36	$14.49	$14.62	$14.74	$15.00
Account Clerk II	$14.24	$14.39	$14.55	$14.69	$14.84	$14.98	$15.15
Secretary II	$14.51	$14.65	$14.78	$14.92	$15.06	$15.20	$15.36
Account Clerk III	$14.51	$14.65	$14.78	$14.92	$15.06	$15.20	$15.36
Court Records Clerk I	$14.51	$14.65	$14.78	$14.92	$15.06	$15.20	$15.36
Maintenance II	$14.57	$14.71	$14.85	$14.98	$15.12	$15.26	$15.40
Court Records Clerk II	$15.06	$15.21	$15.36	$15.50	$15.65	$15.79	$15.94
Maintenance Leader	$15.17	$15.31	$15.46	$15.61	$15.75	$15.91	$16.07
Abstract/Tax Service Clerk	$16.14	$16.30	$16.47	$16.65	$16.81	$16.98	$17.13
Appraiser I	$16.73	$16.89	$17.06	$17.23	$17.40	$17.57	$17.72
Account Assessment Specialist	$16.73	$16.89	$17.06	$17.23	$17.40	$17.57	$17.72
Assistant Dir/Facilities	$16.99	$17.21	$17.44	$17.66	$17.87	$18.11	$18.31
Appraiser II	$18.37	$18.71	$18.94	$19.17	$19.48	$19.69	$20.13

APPENDIX B
Health Care Plan

Option A: Community Blue Option 1 with preventative services limited to $500 per calendar year, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option B: Community Blue Option 2 with preventative services limited to $500 per calendar year, a $100/$200 deductible, 90/10 co-insurance with $500/$1000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option C: Community Blue Option 3 with preventative services limited to $500 per calendar year, a $250/$500 deductible, 80/20 co-insurance with $1000/$2000 calendar year maximum, a $10 office visit co-pay, a $50 emergency room co-pay, a $10 Urgent Care Center co-pay, and the $15/$30 prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs. All costs which exceed Option D to be paid 100% by employee.

Option D: Community Blue Option 4 Base Plan provided at cost of Employer with preventative services limited to $1,000.00 per calendar year, a $500/$1,000 deductible, 80/20 co-insurance with $2,000/$4,000 calendar year maximum, a $20 office visit co-pay, a $100.00 emergency room co-pay, a $20.00 Urgent Care Center co-pay, and the $20 generic/$40 preferred brand name/$60 non-preferred brand name prescription drug rider with contraceptive coverage and mandatory mail order coverage for maintenance drugs.

APPENDIX C
Vision

The vision insurance program provides the following benefits, currently through Vision Service Plan:

BENEFITS:

Examination	Once every 24 months
Lenses	Once every 24 months
Frame	Once every 24 months

COPAYMENT:

Examination	$20.00
Materials	$20.00

	Services from a VSP Participating Provider*	Services from a Non-Participating Provider
Examination	Paid-in-Full	Up to $35.00
Single Vision Lenses	Paid-in-Full	Up to $25.00
Bifocal Lenses	Paid-in-Full	Up to $40.00
Trifocal Lenses	Paid-in-Full	Up to $55.00
Lenticular Lenses	Paid-in-Full	Up to $80.00
Frame	A wide selection of attractive frames are covered in full.**	Up to $35.00

Contact Lenses (instead of spectacle lenses and frame)

Necessary	Paid-in-Full	Up to $210.00
Elective	up to $105.00	Up to $105.00

* When an examination and/or materials are received from a VSP participating provider, the patient will have no out-of-pocket expense other than the co-payment, unless optional items are selected. Optional items include, but are not limited to, oversize lenses (61 nun or larger), coated lenses, no-line multifocal lenses, treatments for cosmetic reasons or a frame that exceeds the plan allowance.

** VSP's frame benefit fully covers over half of the 20,000 frames currently available. Due to this large selection and the fact that buying habits and tastes differ from one region to the next, frame inventories may vary from office to office. When deciding on a frame, members should ask their doctors which ones are covered in full.

These benefit descriptions are intended as an easy-to-read guide. An official description of benefits is contained in the applicable Vision Service Plan certificate.

TUSCOLA COUNTY BOARD OF COMMISSIONERS
AND
TUSCOLA COUNTY COURTHOUSE EMPLOYEES
AFSCME LOCAL 2697

Letter of Understanding regarding Miscellaneous matters.

1. **Chief Deputies**. Any employee who is appointed to the position of Chief Deputy Treasurer, Chief Deputy Clerk, Chief Deputy Drain Commissioner or Chief Deputy Register of Deeds has the right to bump into a position in that same Department under Section 8.1 should their role as deputy end for a non-disciplinary reason. The provisions of Section 7.4 Transfer to Non-Bargaining Unit Position do not apply to an individual appointed to a Chief Deputy position, and those individuals continue to accrue seniority and departmental seniority during the period of their appointment as a Chief Deputy.

2. **Banked Sick Leave.** Accrued but unused sick leave days in excess of twenty (20) (150 or 160 hours as appropriate) as of December 31, 2000 was placed in a sick leave bank. The value of all banked sick leave shall be multiplied by the employee's straight time rate of pay as of December 31, 2007 and 50% of that amount shall be credited to the employee's account in the bank. One fifth (1/5) of the amount in the bank shall placed in the employee's HCSP with MERS as soon as administratively possible after December 31, 2007 and equal amounts of the remaining four fifths (4/5) of the banked amount shall be placed in the employee's HCSP with MERS as soon as administratively possible after December 31 in the next four succeeding years through 2011. The remaining amount of the employees sick leave bank balance shall be paid to their designated beneficiary in the event of the death of an employee or transferred to the employee's HCSP with MERS in the event of retirement. At the option of the employee exercised at least two (2) weeks before the date of the next placement of funds in the HCSP, some or all of that amount will be paid to the employee instead of being placed in the HCSP.

3. **Unsafe Conditions**. In the event than an employee reasonably believes that a condition exists which makes it unsafe for them to continue at work, that employee may leave the work location and utilize paid sick leave to receive pay for any hours that they lose on that particular day. The nature of the perceived unsafe condition must be reported in writing to the County.

4. **Retiree Health Insurance**. Retirees can only participate in the County's health insurance plan until such time as a group retiree health insurance plan is available to retirees through MERS.

5. **Retiree Health Care Savings Program**. The HCSP will be implemented as soon as practical after December 31, 2008. The County agrees to pay the annual investment fee (currently $25) during 2009 (the first year of operation), but employees will be responsible for the payment of that annual investment fee in 2010 and thereafter. Employees will also be responsible for payment of the fees applicable to their individual investment accounts.

TUSCOLA COUNTY

Chairperson, Tuscola County Board of Commissioners

Chairperson-Tuscola County Personnel Committee

Tuscola County Prosecuting Attorney

Tuscola County Clerk

Tuscola County Treasurer

Tuscola County Register of Deeds

Tuscola County Drain Commissioner

TUSCOLA COUNTY COURTHOUSE EMPLOYEES CHAPTER OF LOCAL 2697 (COUNCIL 25, AFSCME, AFL-CIO)

Staff Representative

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee

Member-Bargaining Committee