

AGREEMENT

between

TUSCOLA COUNTY

and

TUSCOLA COUNTY COURTHOUSE DEPUTIES'

CHAPTER of LOCAL #2697

(Council 25, AFSCME, AFC-CIO)

Effective: January 1, 2004 through December 31, 2006

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## AGREEMENT

THIS AGREEMENT entered into this 12<sup>th</sup> day of October 2004 between TUSCOLA COUNTY (hereinafter referred to as the "County" or the "Employer") and the Tuscola County Courthouse Deputies' 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 depend 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 in the positions of Deputy County Clerk, Deputy Treasurer, Deputy Register of Deeds, Deputy Drain Commissioner, **BUT EXCLUDING** all elected officials, executives (appointed officials and department heads), supervisors, non-supervisory courthouse employees, Sheriff Department employees, Controller's Office employees (Fiscal/Personal Analyst, Secretary II, Chief Accountant, Human Resources Coordinator), 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.

## REPRESENTATION

Section 2.0. Collective Bargaining Committee. The Employer agrees to recognize a Collective Bargaining Committee consisting of not more than two (2) employees selected or elected by the Union from employees covered by this Agreement who have seniority. One member of the Collective Bargaining Committee shall be the Union's Chapter Chairperson. 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.

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.

### UNION SECURITY

Section 3.0. Union Service Fee. All employees included in the collective bargaining unit set forth in Section 1.0 shall, as a condition of employment, 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. Checkoff.

(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 checkoff 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 checkoff 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.

### 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 it its sole discretion it 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 redetermine 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, that 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.

(a) 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.

(b) 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.

### 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 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 be 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) Register of Deed's Office
- (d) Drain Commissioner's 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:

- (a) The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff.
- (b) The next employee or employees to be laid off shall be probationary employees (if any) in the particular job classification affected by the layoff.
- (c) 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.
- (d) 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.

## PROMOTIONS

Section 9.0. Deputy Positions. The positions of Deputy Clerk, Deputy Treasurer, Deputy Register of Deeds and Deputy Drain Commissioner are appointed without regard to the job bidding provisions of this Agreement and the individuals in those positions serve at the pleasure of their respective elected official. A Deputy whose appointment is revoked for a non-disciplinary reason will be considered to have been laid off.

## LEAVES OF ABSENCE

Section 10.0. Purpose of Leaves. It is understood by the parties that leaves of absence 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) day 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.

(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 one half (1/2) of that amount shall be paid to the employee. Non-probationary employees who voluntarily resign their employment without disciplinary action pending shall be paid for all accrued but unused sick leave hours at twenty-five (25%) of their current regular straight time rate of pay. Employees who retire under the County's retirement plan with twenty (20) or less years of County service and are eligible to immediately collect retirement benefits shall be paid for all accrued but unused sick leave hours at fifty (50%) percent of their current regular straight time rate of pay. 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 be paid for all accrued but unused sick leave hours at one hundred (100%) percent of their current regular straight time rate of pay. The beneficiary of employees who die shall be paid for all accrued but unused sick leave hours at one hundred (100%) percent of the deceased employee's final regular straight time rate of pay.

(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. When death occurs in a full-time employee's immediate family, the employee, on request, will be excused for three (3) consecutive work days with pay, provided they attend the funeral. Immediate family is to mean: sons, daughters, spouse, mother, father,

mother-in-law, father-in-law, brother or sister, grandfather, grandmother, grandparents-in-law, grandchild, stepparent, stepchildren, daughter-in-law, son-in-law, or dependents within the household. One (1) day shall be allowed to attend the funeral of an employee's sister-in-law, brother-in-law, aunt, uncle, niece, nephew or to serve as pallbearer.

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.

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 years 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.

### HOURS OF WORK AND WAGES

Section 11.0. Wages. During the term of this Agreement, wages shall be as set forth in Appendix A. Employees shall begin at the step 1 rate and shall progress from step to step in the wage classification upon completion of the specified period of time in that classification. Employees who are promoted to a higher paid classification will be placed at the lowest step on the wage classification that provides an increase from their prior rate. The Employer reserves the right to place employees at advanced steps in the wage classification based upon prior work experience.

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. It is agreed that time worked beyond seventy-five (75) hours per pay period (bi-weekly), or eighty (80) hours for those employees scheduled to work eighty (80) hours per pay period (bi-weekly), shall be paid at a wage rate of one and one-half (1 1/2) times the regular hourly rate excluding all forms of premium pay, unless compensatory time is elected and approved. All overtime shall be designated by the supervisor as compensatory time or paid overtime by the first work day following the last day of the pay period. Compensatory time must be used within the next pay period following the pay period in which it was earned. Overtime or compensatory time must be authorized by the Department Head or Supervisor and must be so noted on the timecard. The Employer will comply with the Minimum Wage Law of 1964 (Public Act 154 of 1964 as amended) as it related to overtime in every instance. The Act presently provides that an employee shall be paid one and one-half (1 1/2) times their regular rate for hours worked in excess of forty (40) hours per week.

Section 11.7. 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 11.8. 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 (1 1/2). The minimum amount of time paid for in these instances shall be two (2) hours at time and one-half (1 1/2).

Section 11.9. Computing Hours. All hours paid to employees will be considered as time worked for the purpose at computing benefits.

Section 11.10. 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. 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.

Section 11.11. Wages for Part-Time Employees. 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. 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 his regularly scheduled straight-time work day following the holiday. See paragraph (h).

(c) If 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 (1 1/2) 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 (7 1/2) 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 twelve (12) working days vacation after one (1) full year of employment and every year thereafter. Employees with seven (7) consecutive years of service shall be allowed seventeen (17) working days vacation. Employees with ten (10) consecutive years of service shall be allowed twenty (20) working days vacation. Employees with fifteen (15) consecutive years of service shall be allowed twenty-two (22) 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 1/2 day increments. Employees will be allowed to use two of their vacation days each year on an hour by hour basis.

Regular part-time employees will receive thirty-seven and one-half (37 1/2) 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. Medical and Dental Insurance. The Employer will make available a group medical and dental insurance program covering certain hospitalization, surgical and medical expenses for participating employees and their eligible dependents. The medical insurance program will

provide employees with the option to select to be covered in three different plans. The description of these three medical insurance plans and the dental insurance plan are set forth on Appendix B. 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.

Full-time employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following sixty (60) 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. The Employer has a yearly open enrollment period to allow employees the option to make changes to their selection of health care plan. This open enrollment period is scheduled in conjunction with the annual renewal of the Employer's administrative services agreement with its third part administrator.

Employees are required to make the following monthly contribution towards the health and dental care plan:

**2-1-2004**

	Plan A	Plan B	Plan C
Single	\$34.54	\$17.96	\$0.00
Two Person	\$77.71	\$40.35	\$0.00
Family	\$93.26	\$48.43	\$0.00

**1-1-2005**

	Plan A	Plan B	Plan C
Single	\$ 37.99	\$19.76	\$0.00
Two Person	\$ 85.48	\$44.39	\$0.00
Family	\$102.59	\$53.27	\$0.00

**1-1-2006**

	Plan A	Plan B	Plan C
Single	\$ 41.79	\$21.74	\$0.00
Two Person	\$ 94.03	\$48.83	\$0.00
Family	\$112.85	\$58.60	\$0.00

In addition, employees electing sponsored dependent and/or family continuation coverage are responsible for payment of all of the premium costs for this additional coverage.

During the term of this Agreement, the Employer agrees to pay up to \$919.37 per month (minus the required employee contribution) through August 31, 2004 and to pay up to \$1034 per month

(minus the required employee contribution) beginning January 1, 2005 for eligible full-time employees who elect to participate in the group health and dental insurance plan. These costs are based upon the estimated rates calculated by the third party administrator for the plan, and will be increased by the rise in health care costs that are effective through August 31, 2006, minus the required employee contribution. The Employer's obligation shall be limited to these amounts.

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 up to \$12.31 per month 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 (1<sup>st</sup>) day of the premium month following sixty (60) 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 United Wisconsin Group. 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 United Wisconsin Group. Employees are required to pay the required premiums for a short 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 Michigan Municipal Employees Retirement System).

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 Insurance. Employees who have health care 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 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 insurance program must present proof of other 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.

#### MISCELLANEOUS

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.

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

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

(c) 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. Termination and Modification. This Agreement shall become effective as of October 12, 2004. All parts of this Agreement shall continue in full force and effect until 11:59 p.m., December 31, 2006.

(a) If either party desires to amend and/or terminate this Agreement, it shall, within sixty (60) days prior to the above termination date, give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current year's termination date.

(c) If notice of amendment of this Agreement has been given in accordance with the above paragraph, this Agreement may be terminated by either party on ten (10) days written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

(e) Notice at Termination at Modification: Notice shall be in writing and shall be sufficient if sent by certified mail. addressed, if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing, Michigan 48906; and if to the Employer addressed to the 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.

## 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.

**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.

**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.

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

**Letter of Understanding regarding Miscellaneous matters.**

1. **Employee contributions to Health and Dental Plan.** Employees will be required to begin payments monthly contributions towards the costs to participate in the health and dental plan under Section 14.0 Medical and Dental Insurance retroactive to 9-1-2004.
2. **Chief Deputies.** The parties agree that as a result of the 1994-1995 negotiations, any employee who is moved to a deputy position covered under the deputies contract retains the right to bump back to the courthouse contract should their role as deputy end. Seniority shall accrue from the employee's original date of hire.
3. **Drug Co-Pay.** The provisions of Appendix B notwithstanding, the \$10/\$20 drug co-pay will continue to be in effect until 1-1-2005 when it will be replaced with the \$15/\$30 drug co-pay with mandatory mail order coverage for maintenance drugs.
4. **Pay Rates for Temporary or Seasonal Employees.** In the event that the Employer hires a temporary employee to fill in for an absent employee, that individual shall be paid at the lowest step in the classification held by the employee whose place they are taking on a temporary basis, provided, however, that the temporary employee shall be paid at the General Office Clerk beginning pay rate if the position being filled is within the clerical staff and at the beginning rate of Custodian I if the position is within the maintenance staff. Temporary employees hired for a limited duration or on a seasonal basis who are not filling in for an absent employee will be paid a reasonable rate to be determined by the Employer after consultation with the Union.
5. **Summer youth employment.** This is to confirm AFSCME's concurrence with the County's desire to hire summer youth within Local #2697 offices. This is only for summer workers through placement of youth that will not be on the county payroll.
6. **Accounts Payable Clerk.** The position of Accounts Payable Clerk shall be included in the unit even though it is the Controllers Office
7. **Paid Sick Leave.** All accrued but unused sick leave days in excess of twenty (20) (150 or 160 hours as appropriate) as of December 31, 2000 shall be placed in a sick leave bank. These banked days may be used in accordance with Board Policy 72 as set forth in the Memorandum of April 14, 1999 and the Memorandum of August 12, 1999.

**APPENDIX A (WAGES)**

	START (Step 1)	6 MON (Step 2)	1 YR (Step 3)	2 YR (Step 4)	3 YR (Step 5)
<b>9-1-04 (2.00%)</b>					
Classification VIII Deputy Clerk Deputy Treasurer Deputy Register of Deeds Deputy Drain Commissioner	\$14.34	\$14.54	\$14.73	\$14.94	\$15.15
<b>1-1-2005 (2.00%)</b>					
Classification VIII Deputy Clerk Deputy Treasurer Deputy Register of Deeds Deputy Drain Commissioner	\$14.63	\$14.83	\$15.02	\$15.24	\$15.45
<b>1-1-2006 (2.00%)</b>					
Classification VIII Deputy Clerk Deputy Treasurer Deputy Register of Deeds Deputy Drain Commissioner	\$14.92	\$15.13	\$15.32	\$15.54	\$15.76



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

FOR THE UNION:

DATE

FOR THE EMPLOYER:

DATE

<u>Paul W.</u>	<u>10-28-04</u>	<u>Paul W.</u>	<u>10-12-04</u>
<u>Donald P. Freese</u>	<u>10-28-04</u>	<u>Donald P. Freese</u>	<u>10-12-04</u>
<u>Robert R. Macher</u>	<u>10-28-04</u>		
<u>Wayne J. Kunkmeier</u>	<u>10-28-04</u>		
<u>Gandia P. Pugh</u>	<u>10-28-04</u>		
<u>Deborah A. Young</u>	<u>10-28-04</u>		
<u>Harry Buckel</u>	<u>10-28-04</u>		

