ORIGINAL FOR EXECUTION
October 17, 2011

AGREEMENT

By and Between

BAY COUNTY BOARD OF COMMISSIONERS
and BAY COUNTY EXECUTIVE

AND

UNITED STEELWORKERS,
AFL-CIO-CLC, on behalf of LOCAL UNION 15157-13

BAY COUNTY PART-TIME EMPLOYEE UNIT

JANUARY 1, 2012 - DECEMBER 31, 2013

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AGREEMENT

THIS AGREEMENT shall be effective upon execution by the parties, except as otherwise stated herein, and is by and between the **BAY COUNTY BOARD OF COMMISSIONERS AND BAY COUNTY EXECUTIVE**, hereinafter sometimes referred to as the **"BOARD"** or **"EMPLOYER,"** and the **UNITED STEELWORKERS , AFL-CIO-CLC, on behalf of LOCAL UNION 15157, BAY COUNTY PART-TIME EMPLOYEE UNIT**, hereinafter referred to as **"UNION."**

ARTICLE 1
RECOGNITION

Employees Covered. 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 for all employees of the Employer included in the bargaining unit described below:

> All part-time employees in the following classifications who are regularly scheduled to work twenty-nine (29) hours per week or less for one (1) year or more: Community Center Attendant, Cook, Cook/Driver, Cook/Jail, Custodian, Custodian/Attendant, Driver, Homemaking Service Worker, Kitchen Aide/Assistant, Laboratory Technician, Secretary II, Nurses Aide/Health Aide, Senior Center Director, Site Manager, Typist Clerk I, Typist Clerk II, Typist Clerk III, Vision/Hearing Technician, Youth Development Worker.
>
> EXCLUDED: All full-time employees and employees regularly scheduled to work thirty (30) or more hours per week, all part-time employees not listed above, all casual, confidential, probationary, seasonal, temporary (hired for periods of time less than one (1) year employees, as well as all supervisors and executives.

ARTICLE 2
NO STRIKE CLAUSE; PAST PRACTICE; WAIVER PROVISION; DUES CHECKOFF

Section 1. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer. The Employer will not lock out employees during the period of this Agreement.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Section 3. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

Section 4. The parties may enter into letters of understanding to modify the terms of this Agreement if agreed to by the parties in writing. However, there is no obligation to do so. Any such agreements entered into shall not constitute a waiver of Sections 2 and 3, above.

Section 5. Union Dues, Representation Fees.

A. The Employer, as provided hereunder, agrees to deduct Union dues or Union representation fees from employees paychecks to become effective the first payday of the month, following the employee's successful completion of six (6) calendar months of employment. The Union dues or representation fees shall be sent to the Union's designated officer.

   The Employer agrees, as provided hereunder, to deduct from an employee's paycheck any initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes six (6) calendar months of employment. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of six (6) calendar months of employment.

   Membership in the Union is not compulsory. All employees have the right to join, not join, maintain, or drop their membership in the Union as they see fit.

B. The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union's dues and initiation fee, subject to all of the following conditions:

   1. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

2. All checkoff authorization forms shall be filed with the Personnel Office, which may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

3. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a percentage of the membership dues, after receipt by the Employer of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

4. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

5. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Office within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

6. The Union shall provide at least thirty (30) days written notice to the Personnel Office of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined by the Union will also be provided to the Personnel Office at least thirty (30) days prior to its implementation.

C. **Continued Employment.** The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee.

D. **Hold Harmless and Indemnification.** The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under this section or the termination of an

employee as provided hereunder. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE 3
EMPLOYER RIGHTS

Section 1.

A. **Operation.** The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

B. **Overtime.** The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous.

C. **Work Schedule.** The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

D. **Discipline and Discharge.** The Employer or its designee reserves the right to discipline and discharge non-probationary employees for just cause, subject to the right of an employee who has completed their probationary period to appeal as provided in Article 7.

E. Except as expressly abridged by a specific provision of this agreement, the Employer reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to determine and from time to time to redetermine the number, location and type of work forces, facilities, operations, and the methods processed and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time; to contract and sub-contract existing and future work, to discontinue conduct of its mission or operations in whole or in part; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this agreement; to transfer its work from or to, either in whole or in part, to any number, types and grades of positions or employees assigned to any organization or unit, department or project; to establish and change work schedules, assignments and facility locations; to hire, transfer, promote and demote employees; to layoff, terminate, or otherwise relieve employees from duty; to suspend, discharge, or discipline employees; to make assignments; to make rules

and regulations; to use supervisors or other County employees to perform work of the kind performed by employees of the unit; to alter, discontinue or vary past practices and to otherwise take such measures as management may determine to be necessary for the orderly efficient and economical operation of the Employer.

F. If, in the sole discretion of the Chair of the Board of Commissioners, or in his/her absence, the Official so designated to act in his/her absence, it is determined that civil emergency conditions exists including but not limited to riots, civil disorders, severe weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 4
REPRESENTATION

Section 1. Bargaining Committee.

A. The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

B. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times which they are regularly scheduled to work, shall not be paid wages for the period of time spent in negotiations. Employees shall return to their work station after negotiations have ended, provided there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of their normal schedule. Employees must receive the approval of their supervisor if they wish to meet with a Union representative before or after negotiations if it is during their normal hours of work.

Section 2. Stewards. The Employer recognizes the right of the Union to designate a Steward and an alternate from the seniority list.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances.

Section 3. The Steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time.

However, in no event shall the Steward leave his/her work for such purpose without first obtaining permission from his/her Supervisor. The supervisor may require the Steward to investigate and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances. The alternate Steward may take the place of the Steward only if the Steward is not available.

ARTICLE 5
SPECIAL CONFERENCES

Special Conference Procedure. The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties. Each party may be represented by not more than three (3) persons. One (1) employee will be paid for attendance at the special conference, but only for the hours they were scheduled to work while in attendance at the conference, and no other employees shall be paid.

ARTICLE 6
DISCHARGE AND DISCIPLINE NOTICE

Notice. The Employer agrees, upon the discharge or suspension of an employee who has completed their probationary period, to notify in writing that employee of the discharge or suspension. The written notice shall contain the reasons for the discharge or suspension. An employee who has completed their probationary period who is discharged or suspended may appeal the discharge or suspension through the grievance procedure contained in Article 7.

ARTICLE 7
GRIEVANCE PROCEDURE

Section 1. Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provisions(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) calendar days after

the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have been known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

Section 2. Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed 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, excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

Section 3. Procedure for Grievances.

A. Grievances shall be processed in the following manner within the stated time limits.

B. **(Step 1).** The Union shall present the grievance in writing to the employee's Department Head or his/her designated representative within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have known of the occurrence as outlined in Section 1, above.

C. The Department Head or their representative shall have five (5) calendar days to answer. The Department Head or their representative does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the Department Head or their representative shall not act as precedent.

D. **(Step 2).** Failing to resolve the grievance in step one, the Union may, within five (5) working days of receipt of the department head's disposition, present the grievance to the County Executive or his designated representative who shall within five (5) working days of receipt of the grievance, return his or her answer in writing.

E. **(Step 3) Mediation.**

Failing to resolve the grievance in the second step, the Union may submit the matter to the Michigan Employment Relations Commission for mediation within five (5) working days of the receipt of the answer in Step 2. Mediation is advisory only and not binding upon the parties.

F. **(Step 4) Arbitration.**

1. In accordance with the procedures of FMCS, the Union or Employer may file a demand for arbitration specified above within ten (10) calendar days after receiving the Mediator's suggestion in Step 3.

2. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. 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 in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in writing.

3. The arbitrator's decision shall be final and binding on the Employer, Union and employees, provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded its jurisdiction, or that such decision was obtained through fraud or other unlawful action.

Section 4. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, which by operation of law the employee is entitled to, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8
PROBATIONARY PERIOD

All employees shall be considered probationary employees until the first of the month following eight (8) full calendar months of employment. The probationary period shall be

extended by each month that an employee does not work during a calendar month. The Department Head or his/her designee has the right to extend the probationary period of an employee up to an additional thirty (30) days upon agreement with the Union representative prior to the extension of the probationary period. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire. The above stated probationary period does not apply to any current employee who has completed their probationary period and is awarded a job pursuant to Article 12 - Job Postings and Job Award, or if an employee has already worked six (6) months or more in the full-time unit. No probationary period will be required if the employee retires from the full-time USW unit and returns to the same position and in the same department in a part-time status within thirty (30) days of their retirement.

ARTICLE 9
SENIORITY

Section 1. Definitions.

Seniority. Seniority shall be defined as the length of an employee's continuous Employer paid hours of service in the Department where they are employed since the employee's last date of hire.

Section 2. Seniority List. The seniority list shall contain the names of all seniority employees and their length of service. The Employer will provide the Union, upon request, with copies twice per calendar year.

Section 3. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

A. He/she resigns or quits.

B. He/she is discharged or terminated and not reinstated.

C. He/she retires.

D. He/she is convicted or pleads guilty to a felony.

E. He/she is convicted of any criminal offense and is sentenced to jail. An exception is for auto related misdemeanors which do not take place during work hours,

however, nothing shall preclude the Employer from taking appropriate disciplinary action.

F. He/she has been laid off for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is lesser.

G. Two (2) unexcused absences on a regularly scheduled work day within a twelve (12) month period.

H. Unexcused failure to return from a leave of absence of any kind on the specified date for return.

I. Intentionally falsifies his/her employment application, or any other official Employer document.

J. Failure to return to work when recalled from layoff as set forth in the recall procedure.

ARTICLE 10
LAYOFF AND RECALL

Section 1. Layoff. In each division, by classification, (examples of "division" are the following; Health Division, Division on Aging, Juvenile Home, Animal Control, etc.), seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners, by classification within the affected Division. In reducing the work force, the last employee hired or transferred in the division and in the classification affected by the layoff shall be the first employee laid off. An employee who is to be laid off shall be given five (5) days notice of layoff by mail or in person. There shall not be any bumping rights for employees who are laid off.

Section 2. Recall. In the event of recall, five (5) days notice mailed to the employee's last known address by certified mail, return receipt requested or hand delivered shall be made. In the event the employee fails to make himself/herself available for work at the end of that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the employee's responsibility to keep the Employer advised of his/her last known address.

Section 3. An employee in the bargaining unit who obtains another position with the Employer outside the bargaining unit, and thereafter transfers back to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit. The employee who transfers back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her

transfer outside of the unit, but only if he/she returns to the bargaining unit within six (6) months of the transfer.

ARTICLE 11
SUPPLEMENTARY EMPLOYMENT

Supplemental employment is permitted under the following conditions:

A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.

B. Upon request, the employee shall inform his/her Department Head of their supplemental employment.

ARTICLE 12
JOB POSTINGS AND JOB AWARDS

Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit and the only limitation on this right is noted below.

The following only applies to employees who are in the same classification who apply for an opening in the same classification. Example: cook to cook position. The Employer before filling such a vacancy shall consider work experience, education, ability, qualifications, attitude, work record and prior work performance. For employees who have completed their probationary period, seniority shall be considered in the event of a tie in qualifications between applicants. Notwithstanding the above and as an exception to the above, the Employer may select secretaries without regard to the above and in its sole discretion.

A current employee who has completed their probationary period as provided under Article 8 who is awarded another job shall be given up to a thirty (30) day trial period to demonstrate satisfactory performance. If such employee fails to satisfactorily perform the job as determined by the Employer during the trial period or the employee wishes to withdraw from said job within said period, he or she shall be returned to the previous position. If returned to the previous position, all appointments made as a result of the original job assignment shall be reversed. The decision to return an employee to his/her former position during the trial period by the Employer shall not be subject to the grievance procedure.

ARTICLE 13
GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES WORK ASSIGNMENTS

Section 1. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, Youth Corp. Such persons shall not be covered by this contract unless specifically required by the funding source.

Section 2. The Board reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract.

Section 3. The Employer may require an employee to work in any position or classification or to perform any duties within their department. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absence due to leaves of absences, or for any other reasons.

Section 4. Notwithstanding any contrary provision, the Employer reserves the right to layoff employees and have their bargaining unit work performed by non-bargaining persons by creating a full-time position or by subcontracting.

Section 5. Supervisors may perform bargaining unit work at any time.

Section 6. The Employer states it will not discriminate against part-time steelworkers in consideration for other openings in the part-time unit and will give the same consideration to their knowledge, skills and abilities as other applicants for open part-time positions.

ARTICLE 14
FUNERAL LEAVE

When death occurs in an employee's immediate family, i.e. spouse, parent, grandparent, parent or grandparent of a current spouse, child, step-child, brother or sister, son-in-law, daughter-in-law, grandchild, or a permanent member of the employee's family, the employee, on request, will be excused for any of the first three (3) normally scheduled working days which are contiguous immediately following the date of death, provided he attends the funeral. Example: Death occurred on Monday and if the employee is scheduled to work Wednesday, Thursday and Friday that week the employee will receive funeral pay for Wednesday and Thursday only.

An employee excused from work under this Section shall, after making written application, receive the amount of wages, exclusive of shift or any other premiums, that he/she would have earned by working during straight time hours on such scheduled days of work for which he/she was excused. Time thus paid will not be counted as hours worked for purposes of overtime.

In the event of a simultaneous tragedy affecting more than one of the covered relatives enumerated above, not more than three (3) normally scheduled workdays shall be excused with pay, and all such paid days shall be subject to the terms and conditions heretofore stated in this section.

In the event of death of an employee's aunt, uncle, nephew, niece, or brother or sister of a current spouse; one (1) day paid leave will be allowed subject to the terms and conditions heretofore stated in this section.

Other benefits shall continue to accrue and be paid as provided in this agreement while an employee is on funeral leave.

Additional paid time may be granted for extenuating circumstances at the discretion of the Personnel Director. Total of all leave shall not exceed five (5) days.

No employee shall be required to obtain a substitute or volunteer when such employee is on funeral leave.

ARTICLE 15
UNPAID LEAVE OF ABSENCE

Section 1. An employee in the bargaining unit may be allowed a leave of absence up to forty-five (45) calendar days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head; and up to a maximum of one hundred eighty (180) calendar days if approved by his/her Department Head and the Board of Commissioners and/or County Executive, within their sole discretion.

Section 2. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the leave, or sooner if approved by his/her Department Head.

Section 3. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave.

Section 4. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer.

Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

Section 5. The parties recognize that the Employer, the Union, and the employee may have certain rights under the Family and Medical Leave Act (FMLA). The parties agree that no provisions of the Labor Agreement shall operate to waive any rights that each may have under the FMLA.

ARTICLE 16
NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within five (5) days after receipt of notice from the Employer. The Employer or its designated representatives shall meet and negotiate the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Employer may implement its last best offer after MERC mediation.

ARTICLE 17
SUBCONTRACTING

Notwithstanding any other contrary provision in this contract, the Board of Commissioners reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others. Prior to subcontracting bargaining unit work, the Board shall provide thirty (30) calendar days notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion.

ARTICLE 18
JURY DUTY

Employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided

that there is at least three-fourths (3/4) hours remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

ARTICLE 19
WORKING HOURS

Section 1. The starting and quitting times of employees may be changed by the Employer or an employee's Department Head. The Employer will provide five (5) calendar days notice prior to such changes unless there are personnel shortages, employees absent from work, an emergency situation, weather problems, or for any unforeseeable circumstances.

Section 2. Work Breaks. An employee working a seven and one-half (7-1/2) hour day or more will be allowed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon. However, breaks require the approval of an employee's supervisor. In the event that the employee does not or cannot take a break, the breaks do not accumulate.

Section 3. Daylight Saving Time. For employees working the second and third shifts in continuous operation assignments, it will be understood that when the time is changed from Eastern Standard Time to Daylight Saving Time and back, one shift will work nine (9) hours and one shift shall work seven (7) hours. It is agreed that each shift shall be paid in accordance with the provisions of the Fair Labor Standards Act.

ARTICLE 20
BENEFITS

Section 1. Mileage.

A. The Employer agrees to pay mileage to all County employees who are required to use their personal vehicle for and while on County business.

B. The mileage allowance shall be adjusted to the Internal Revenue Service allowable deduction rate effective on the date any such change is officially announced by the I.R.S.

C. The County may require proof of insurance for employees required to use their personal vehicle on County business.

Section 2. U.S. Savings Bonds. The County shall provide for payroll deduction for the purchase of U.S. Savings Bonds and shall provide the necessary forms.

Section 3. Lab Coats and Raincoats. The Employer shall provide two (2) lab coats to each employee required to wear them in the Health Department Laboratory and Animal Control Department. The employees shall be responsible to maintain and clean those lab coats. Lab coats shall be replaced on an as-needed basis. Upon separation of employment, the employee shall return the lab coats to the Employer.

The Employer shall also provide two (2) raincoats per vehicles for use by drivers employed with the Department of Aging.

Section 4. Holiday Pay. Effective January 1, 1999, employees shall be provided holiday pay, minus any shift premiums or differentials, provided they worked five hundred and twenty (520) or more hours during the previous W-2 calendar year. The hours paid for a holiday are determined by dividing the hours paid (excluding Workers' Compensation) the previous W-2 calendar year by fifty-two (52), and then dividing by five (5). For example, an employee who has been paid for seven hundred (700) hours (excluding Workers' Compensation) during the previous W-2 calendar year would receive 2.69 hours of holiday pay per recognized holiday (three noted below) in the current year (700÷52÷5=2.69). Employees need not be regularly scheduled to work on a holiday in order to receive holiday pay.

Employees who work on the day a holiday is observed shall be paid their straight-time hourly rate for hours worked in addition to holiday pay. Holidays that fall on Saturday shall be observed on Friday, and holidays that fall on Sunday shall be observed on Monday. The following holidays only are recognized:

New Year's Day (beginning 2004)
Martin Luther King Day (beginning 2012)
President's Day (beginning 2012)
Good Friday (beginning 2012)
Memorial Day (beginning 2004)
Independence Day (beginning 2001)
Labor Day (beginning 2012)
Veteran's Day (beginning 2012)
Thanksgiving Day (beginning 2005)
Friday after Thanksgiving Day (beginning 2005)
Christmas Eve Day (beginning 2003)
Christmas Day (beginning 2003)
New Year's Eve Day (beginning 2003)

Section 5. Out of Classification Pay.

Effective after this agreement is signed in 2003, when an employee has been notified by his or her immediate supervisor to fill a vacancy in a higher level job for the period of fifteen (15) consecutive hours within a seven (7) calendar day period, he or she shall be compensated

for such hours worked at the rate of the entry step for that job or if this rate is not equal to an increase in rate for the involved employee, the compensation shall be at least a 5% wage increase or the lowest pay grade range for the job which does provide an increase in pay to the employee whichever is greater. This agreement is subject to the following conditions:

A. In the opinion of the immediate supervisor, the employee is fully qualified to perform the duties of that position.

B. A vacancy shall mean the replacing of a regular employee who is off work for illness, vacation or other compelling reason.

C. If, in the opinion of the employer, it is not necessary to fill such vacancy, it need not be filled. In this case, no remaining employee shall be required to perform work above his/her classification in order to compensate for the absent employee.

Section 6. Life Insurance.

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2001 and after an employee is employed for one (1) year, the County will provide Five Thousand Dollars ($5,000) Group Term Life Insurance coverage to each employee.

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2007 and after an employee is employed for one (1) year, the County will provide Thirteen Thousand Five Hundred Dollars ($13,500) Group Term Life Insurance Coverage to each employee.

Effective January 1, 2012, and after an employee is employed for one (1) year, the County will provide Twenty Thousand Dollars ($20,000) Group Term Life Insurance coverage to each employee.

Section 7. Service Interruption Policy. The County's Service Interruption Policy, which may be changed from time to time, is made part of this Agreement by reference.

ARTICLE 21
HEALTH BENEFITS

Section 1. Employees shall be afforded the following, if available through the County Health Department:

A. Tuberculin Test

B. Tetanus Toxoid series or booster

C. Influenza immunization

D. Diphtheria series or booster

E. Polio series or booster

F. Hepatitis B vaccine for those employees who are determined to be "at risk," which will include the following: all Health Department and Juvenile Home employees, certain Division on Aging Homemaking Service Workers, Cook/Jail and all employees determined by the Health Department Medical Director to be at risk.

Section 2. The above health benefits shall be provided through the Bay County Health Department and arrangements must be made by the employee at the convenience of his or her department and the Health Department during the employee's non-work hours.

ARTICLE 22
RETIREMENT/PENSION

The Employer shall continue the retirement program in effect for eligible employees in the bargaining unit.

Any employee hired after January 1, 1991, shall receive no "refund" contributions made by the Employer on the employee's behalf to the Bay County Employee's Retirement System if that employee leaves the employ of the county for any reason prior to Bay County Retirement System vesting. Employees hired on or before January 1, 1991, shall be eligible for such refunds according to previous practice. After a layoff and upon re-entry to the County work force, that employee shall not lose prior earned credit.

Effective January 1, 2002, for members of this unit, Employer will provide for a benefit formula based on two and one quarter percent (2.25%) of the employees average annual income based on his or her best five (5) years earnings times the number of years of credited service.

For employees hired on or after January 1, 2007, the following shall apply:

A. The vesting period shall increase to ten (10) years.

B. The minimum number of required hours of work to be included in the retirement system shall be one thousand (1,000) hours.

Effective January 1, 2012, for members of this unit on or after January 1, 2012, said Ordinance will provide for a benefit formula based on 1.6% percent of the employees' average

annual income based on his or her best five years earnings times the number of years and who have attained 62 years if age, and who have worked a minimum of 1,000 hours.

For members of this unit, said ordinance provides for full retirement for members who have thirty (30) years of credited service and who have obtained fifty-five (55) years of age, except that, for those employees hired on or after January 1, 2012, they may retire after completing the 10-year vesting period and upon reaching age 62. Retirement for those employees shall also be capped at 75% of the average of the employee's five best years, but I only achieved through years of service times the 1.6 multiplier.

ARTICLE 23
BULLETIN BOARDS

Section 1. Location and Use. The County will furnish reasonable Union bulletin board space which is mutually agreeable to the parties at certain locations at County Buildings where employees covered by this agreement are employed. The boards shall be used for the following subjects:

A. Union recreational, social and related news bulletins;

B. Scheduled Union meetings;

C. Information covering Union elections or the results thereof;

D. Reports of official business of the Union including reports of committees, Local officers or the International;

E. Any other material which has been approved by the County Executive and Local Union President.

Section 2. Content. Postings shall not contain any political or libelous statements, materials or anything reflecting discredit upon the County or any of its officials or employees.

Section 3. Initials. Items posted under Section 1, Item 3, shall be initialed by the County Executive or his authorized representative.

Section 4. Interoffice mail shall be used to send a copy of job postings to each site.

ARTICLE 24
SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 25
WAGES

The wage rates are attached hereto, labeled Attachment B, and are incorporated into this contract.

In each of the two years of the contract, employees shall receive a sum equal to 3/4 of 1% of the prior years' wages to be paid in their regular check no later than the end of the third quarter. If the employee elects, he or she may have that sum converted to equivalent "Personal Day" hours

For example, during 2011, an employee earned $25,000. The employee would receive $187.50 ($25,000 x .0075) no later than the end of the third quarter of 2012. If the employee elects, he or she could covert that sum to equivalent personal day hours by dividing the sum to be received by the current rate of pay.

Example: Employee earns $16.40 an hour. He could elect to have 11.5 personal day hours credited to him in lieu of receiving the $187.50 on his paycheck, providing he had made an election to do so no later than September 1. ($25,000 / $16.40 = 11.43, round up to 11.5)

The employee could make a different election in each of the two years of the agreement.

ARTICLE 26
HEADINGS

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 27
GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

ARTICLE 28
RESIDENCE

All employees hired after January 1, 1988, shall be required, as a condition of employment, to establish and maintain residency within Bay County, within six (6) months of their hire pursuant to MCLA 15.601-15.603. The requirement may be waived by the Personnel Director upon request by the employee and upon showing of hardship.

ARTICLE 29
WORKERS' COMPENSATION

Employees are covered by workers' compensation insurance. Each employee shall report on the job injury to their Department Head immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred. If the Department Head is not available, the employee shall report the injury to the Personnel Office.

ARTICLE 30
TERMS OF THIS AGREEMENT

Section 1. This Agreement shall become effective January 1, 2012, and it shall continue in full force and effect until 12:00 p.m. on the 31st day of December, 2013.

Section 2. Upon the written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

IN WITNESS WHEREOF the parties hereunto set their hands and seals below.

BAY COUNTY

Donald Tilley, Chairperson
Bay County Board of Commissioners

11-24-11
Date

Thomas L. Hickner, County Executive — Date: 11-29-11

John Miller, County Sheriff — Date: 11-29-11

Victoria Roupe, Register of Deeds — Date: 12-2-11

UNITED STEELWORKERS
AFL-CIO-CLC, on behalf of
LOCAL NO. 15157

Int'l President — Date

Int'l Sec.-Treasurer — Date

Thomas Conway
Int'l Vice President — Date

Fredrick D. Redmond
Int'l Vice President — Date

Michael H. Bolton
District Director — Date

LOCAL 15157:

Bruce Boman
BRUCE BOMAN, President

12/2/11
Date

Michael Flora
Michael Flora, Staff Representative

1/6/12
Date

Katherine L. Barua
Committee

12-8-11
Date

Arthur Amador
Committee

12-7-11
Date

Tammy Ware
Committee

12-12-11
Date

ATTACHMENT A

I. In the event that an employee is promoted into a higher paid classification in the bargaining unit, they shall be paid at the rate in the higher classification that results in some increase to the employee (either start rate or Step 1 or Step 2 rate).

II. A part-time employee will advance to their next step when he/she has worked consecutively and without interruption at Step 1 for 2 years and at Step 2 for 4 years and starting January 1, 1997 at the new Step 3 after 6 years.

ATTACHMENT B

IN THE EVENT THAT THE COUNTY SUFFERS A REDUCTION IN REVENUE SHARING OR OTHER SOURCE OF INCOME, THE PARTIES WILL MEET UPON THE REQUEST OF THE EMPLOYER WITH RESPECT TO MUTUALLY AGREEING ON POSSIBLE MEASURES TO RESOLVE THE PROBLEM, INCLUDING THE POSSIBLE DEFERRAL OF WAGE INCREASES OR OTHER REDUCTIONS.

SCHEDULE OF IN-RANGE SALARY PROGRESSION

Effective January 1, 2012 through December 31, 2013

SALARY GRADE	HIRE RATE	STEP 1 (after 2 yrs)	STEP 2 (after 4 yrs)	STEP 3 (after 6 yrs)
TS00	$7.24	$7.24	$7.24	$7.24
TS01	$8.69	$8.98	$9.32	$9.74
TS02	$9.12	$9.56	$9.98	$10.51
TS03	$9.88	$10.37	$10.93	$11.41
TS04	$10.63	$11.28	$11.91	$12.53
TS05	$11.60	$12.30	$12.98	$13.72
TS06	$12.53	$13.32	$14.12	$14.86
TS07	$13.77	$14.67	$15.51	$16.40
TS08	$15.17	$16.15	$17.15	$18.12

CLASSIFICATIONS

TSO1
Kitchen Aide

TS02
Site Manager
Senior Center Director
Kitchen Aide II

TSO3
Driver - Division on Aging
Homemaking Service Worker

TS04
Cook/Division on Aging
Typist Clerk I
Community Center Attendant
Cook/Driver - Juvenile Home
Nurses Aide/Health Aide
Custodian
Custodian/Attendant
Kitchen Assistant

TSO5
Cook/Jail
Typist Clerk II

TSO6
Laboratory Technician
Typist Clerk III

TSO7
Secretary II
Vision/Hearing Technician
Youth Development Worker