ORIGINAL FOR EXECUTION
October 28, 2011

AGREEMENT

BETWEEN

BAY COUNTY

AND

THE UNITED STEELWORKERS

LOCAL NO. 15157-10, (FULL-TIME) COUNTY UNIT

January 1, 2012 through December 31, 2013

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ARTICLE 1
PREAMBLE AND TERM OF AGREEMENT

SECTION 1 - PARTIES

This agreement is entered into this _____ day of _____, 2011, by and between the County of Bay, including the Bay County Executive, Bay County Board of Commissioners, Bay County Prosecuting Attorney, Bay County Sheriff, Bay County Register of Deeds, Bay County Clerk, Bay County Treasurer, and Bay County Drain Commissioner (hereinafter collectively referred to as the "Employer" or the "County"), and the United Steelworkers, AFL-CIO-CLC, on behalf of the members of Local Union #15157-10, Full-Time, Bay County Unit, as are covered hereunder (hereinafter referred to as the "Union" or the "Employees").

SECTION 2 - EFFECTIVE DATES

This agreement shall become effective on the 1st day of January, 2012, and shall continue in full force and effect through December 31, 2013. In the event that no new agreement is reached upon the expiration date of this agreement, it shall remain in full effect until thirty (30) days after either party has given written notice to terminate the agreement.

SECTION 3 - NEGOTIATIONS

A. The County and the Union shall each be limited to six (6) representatives for the purpose of collective bargaining. The Union International Representative will not be included in this limitation and shall attend or not attend at his discretion.

B. Members of the Union Bargaining Committee shall not lose any pay for attendance at negotiating sessions if scheduled during normal working hours.

C. Negotiations shall take place at mutually agreeable times. Employees shall return to their work stations after negotiations have ended, provided there is time left in their normally scheduled work period. Employees shall report to work prior to negotiations in the event 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. The parties pledge their support, to begin contract negotiations in the first half of the year in which the contract expires.

ARTICLE 2
RECOGNITION

SECTION 1 - RECOGNITION

The County recognizes the Union as the sole and exclusive bargaining agent for the purposes of establishing salaries, wages, hours, and other conditions of employment for those employees designated as within the bargaining unit.

SECTION 2 - BARGAINING UNIT

The bargaining unit shall be defined as all permanent, full-time County employees who are classified technical, office, or para-professional and are not otherwise excluded.

SECTION 3 - FULL-TIME EMPLOYEE

Any employee who is regularly scheduled to work thirty (30) or more hours per week shall be considered a full-time employee.

SECTION 4 - EXCLUSIONS

Any employee whose regular duties include contact with confidential information, as defined by M.E.R.C. or N.L.R.B. relating to the wages, hours, and working conditions of other employees shall not be considered as members of the bargaining unit.

SECTION 5 - PROBATIONARY EMPLOYEES

All employees shall be considered probationary employees until the employee has completed six (6) months of work. During the probationary period, 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; provided, however, that if an employee is absent from work for any reason, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 3
UNION SECURITY

SECTION 1 - NON-INTERFERENCE

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

SECTION 2 - MEMBERSHIP

Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union, as they see fit. Neither party shall exert any pressure on nor discriminate against any employee in regard to such matters.

SECTION 3 - EQUAL REPRESENTATION

Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receives equal benefits. The Union is required under

this agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this agreement have been made for all employees in the bargaining unit and not only for members of the Union. Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this agreement.

SECTION 4 - UNION DUES OR UNION REPRESENTATION FEES

The Employer 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 thirty (30) days of employment. The Union dues or representation fees shall be sent to the Union's designated officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the union, for those employees joining the Union, which is payable only once when a new hire completes thirty (30) days of employment.

SECTION 5 - DEDUCTIONS

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:

A. 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.

B. All checkoff authorization forms shall be filed with the Personnel Office, who 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.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, 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.

D. 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.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Personnel Office within fifteen (15) calendar days after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. 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 Article. Any changes in the amounts determined will also be provided to the Personnel Office at least thirty (30) days prior to its implementation.

SECTION 6 - 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. An exception to the above is as follows:

> Any employee who is a member of and adheres to established and traditional tenets or teaching of a religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment.

SECTION 7 - 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 Article 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.

SECTION 8 - STEWARDS AND ALTERNATE STEWARDS

Five (5) stewards and five (5) alternate stewards shall be selected under rules established by the Union. The Union shall provide in writing to the Employer a current list of stewards and alternate stewards.

SECTION 9 - GRIEVANCE PROCESSING

A. A steward, during working hours, without loss of time or pay may, in accordance with the terms of this Section, investigate and present grievances to the Employer, upon having advised his/her department head of same. The department head will grant permission and provide sufficient time to the steward to leave his/her work for these purposes as long as the work force can be properly maintained.

B. The privilege of stewards leaving their work during working hours without loss of time or pay is subject to the understanding that the time will be devoted to the proper handling of grievances and will not be abused. Stewards will perform their regularly assigned work at all times, except when necessary to leave their work to handle grievances as provided herein as long as the work force can be properly maintained.

SECTION 10 - UNION BUSINESS

Aside from meetings with the County as outlined in Article 1, Section 3(C); Article 3, Section 9; and Article 7, Section 11, no employee may conduct Union business while being paid by the County except as authorized by the Personnel Director or his designee.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1 - MANAGEMENT RIGHTS

Except as expressly abridged by any provision of this agreement, the County 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 subcontract existing and future work not to adversely affect the personnel work force, 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 non-probationary employees for cause, to use supervisors or other County employees to perform work of the kind performed by employees of the unit provided employees of the unit are not adversely affected except as per past practice; to alter, discontinue or vary past practices and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the County.

SECTION 2 - SUSPENSION OF AGREEMENT

If, in the sole discretion of the Chairman of the Board of Commissioners, or in his absence, the Official so designated by law to act in his absence, it is determined that civil emergency conditions exist including, but not limited to riots, civil disorders, hurricane 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 5
PROHIBITIONS AGAINST STRIKES AND LOCKOUTS

SECTION 1 - PROHIBITIONS

The Union agrees that there shall be no strikes, sit downs, slow downs, willful absence from assigned work station, the stoppage of work, the interruption or interference with

operations of full, faithful, and proper performance of the duties of employment. The County agrees that no lockout against any or all of the employees shall take place during the life of this agreement.

SECTION 2 - DISCIPLINE

Any employee who participates in a strike shall be subject to disciplinary action which includes possible discharge.

ARTICLE 6
NON-DISCRIMINATION

SECTION 1 - NON-DISCRIMINATION

A. The parties hereby agree not to discriminate against employees because of race, color, creed, national origin, sex, age, handicap, religious or political affiliations, as required by law.

B. The parties hereby agree that no officers, agents, representatives, members, or anyone connected with either party shall in any manner intimidate, coerce, restrain, or interfere with the rights of employees to form, join, or assist labor organizations, or to refrain from any of these activities, specifically including the right of employees to withdraw, revoke, or cancel union membership.

ARTICLE 7
GRIEVANCE PROCEDURE

SECTION 1 - STATEMENT OF PURPOSE

A. The parties intend that the grievance procedure shall serve as a means for the peaceful settlement of disputes as they arise concerning the interpretation or application of this Agreement, without any interruption or disturbance of the normal operation of the County.

B. The parties seek to secure, at the earliest level possible, equitable solutions to complaints or grievances of members of this bargaining unit. Both parties agree that proceedings under this article shall be kept as informal and confidential as may be appropriate.

SECTION 2 - DEFINITION OF GRIEVANCE

A. A grievance under this Agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the bargaining unit. Any grievance filed shall refer to the provision or provisions of the Agreement alleged to have been violated, shall set forth the facts pertaining to the alleged violations, and shall state the settlement or correction requested.

B. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein.

SECTION 3 - PROCEDURE

A. Step 1. Written Complaint: The employee shall, within ten (10) working days after the occurrence of the circumstance giving rise to the grievance or the time of the employee's first knowledge thereof, or the time the employee should have known thereof, reduce the matter to written form stating all facts in detail, sign it and provide the other information required in Section 2(A) above, and submit same to the supervisor above the employee's immediate supervisor. The supervisor shall within five (5) working days return his/her answer in writing.

B. Step 2. Department Head, Division Head, Elected Official: Failing to resolve the grievance in the first step, the Union representative may, within five (5) working days of receipt of the supervisor's disposition, present the grievance to the Department Head, Division Head or Elected Official, unless that person is the supervisor in Step 1, in which case the grievance shall proceed to Step 3, as is appropriate, who shall within five (5) working days of receipt of the grievance return his/her answer in writing.

C. Step 3. County Executive: Failing to resolve the grievance in the second step, the Union may, within five (5) working days of receipt of the Department Head, Division Head, or Elected Official'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 answer in writing.

D. Step 4. Mediation: Failing to resolve the grievance in the third 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 3.

E. Step 5. Arbitration: If either party is unsatisfied with the results from the previous step, within five (5) working days of the meeting with the Mediator, either party may submit the grievance for arbitration to the American Arbitration Association. The arbitrator shall be selected in accordance with the then applicable rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon all parties.

SECTION 4 - SETTLEMENT

Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the County, the Union, and any and all employees involved in the particular grievance.

SECTION 5 - PROCESSING

Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance not carried to the next step by the Union within the prescribed time limits or such extension which may be agreed to in writing by the parties shall be automatically considered to be settled based upon the Employer's last answer. Any

grievance not answered by the Employer within the prescribed time limits or such extension which may be agreed to in writing shall be advanced to the next step.

SECTION 6 - BACK PAY

The Employer shall not be required to pay back wages for periods prior to the time a written grievance is filed; provided, that in the case of a pay shortage, of which the employee had not been aware before receiving his pay, any adjustment made shall be retroactive for thirty (30) days providing the employee files his grievance within the prescribed times from the date of receipt of such pay.

SECTION 7 - ENTERING OR ADVANCING OUT OF ORDER

Grievances may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order. Time limits may be waived upon written agreement of the parties.

SECTION 8 - CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned less any unemployment compensation or compensation from normal services that he may or could have received from any source during the period on which the back pay was provided. Any back pay awarded pursuant to a grievance settlement shall be paid in the next pay period following the settlement.

SECTION 9 - LIMITATIONS OF THE ARBITRATOR

A. The power and authority of the arbitrator shall be strictly limited to the interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the County or Union or employees or to establish or change any wage or rate of pay that has been agreed in this Agreement.

B. The decision of any arbitrator or of the County in one case shall not create a basis for retroactive adjustment in any other case.

SECTION 10 - ARBITRATION COSTS

Arbitration costs shall be shared by both parties evenly. These will be limited to actual costs of the Arbitrator and necessary room or other accommodations only and any costs incurred by the parties in presenting their cases shall be borne by the party incurring such costs. Each party shall make arrangements for and pay the witnesses which they call.

SECTION 11 - UNION REPRESENTATION

Union involvement in the processing of grievances shall be as follows:

Step 1. Written complaint: Employee and Steward.

Step 2. Department Head, Division Head, Elected Official: Employee and Steward.

Step 3. County Executive: Grievance Committee, Steward, and/or Staff Representative.

Step 4. Mediation: Grievance Committee, Steward, and/or Staff Representative.

Step 5. Arbitration: Grievance Committee, Steward, and/or Staff Representative.

SECTION 12 - ELECTION OF REMEDIES

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, 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 beyond Step 4, mediation. Therefore, the employee cannot proceed to arbitration. 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 procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE 8
DISCIPLINARY PROCEDURES

SECTION 1 - JUST CAUSE

Non-probationary employees will be disciplined only for just cause and any disciplinary action taken by the County may go into immediate effect.

SECTION 2 - TYPES OF DISCIPLINARY ACTIONS

It is recognized by both the County and the Union that all matters regarding disciplinary action must take into account the seriousness of the offense, the number of previous offenses, the employee's past record of performance, and the circumstances under which the offense was committed. Disciplinary action shall be defined as follows:

A. **Oral Reprimand**

This form of disciplinary action may be used to correct and/or warn an employee of errors, poor work performance or violation of a minor nature. Such warnings will be given privately with only those persons involved present. (The employee and employer shall have the option to have a representative present.)

B. **Written Reprimand**

1. This is an action taken by a supervisor in which he writes out the action or behavior which he wishes the employee to change, cease, or begin. The written

reprimand will describe in detail the behavior to be corrected and will give direct and concrete orders for the future and will point out the consequences of repeating the actions which brought about the written reprimand.

2. The written reprimand must be presented to the employee. The employee and employer shall have the option to have a representative present.

C. **Withholding a Salary Increase After the Prerequisite Length of Service in the Classification Has Been Completed**

1. Increases in salary are given after the passage of a certain amount of time in the employee's classification and on the recommendation of the employee's supervisor. (See the County Salary Schedule for the time intervals between increases for the various classifications.)

2. Increase forms are prepared by the Personnel Department and sent to the supervisor prior to the effective date.

3. A copy of the disapproved increase form, with the supervisor's comments must be presented to the employee.

D. **Suspension Without Pay**

This is an action taken by a supervisor removing an employee from employment in his department and from the County payroll.

1. This action does not require the employee's consent to place him on such a leave without pay.

2. The employee does not accrue salary, annual leave credit or sick leave credit during the time he is suspended.

3. At the end of the suspension, the employee shall be returned to the payroll at the same department, classification, and salary as when he was suspended.

4. Suspension without pay must be written and must be presented to the employee. The employee and employer shall have the option to have a representative present.

5. Any grievance regarding a suspension must be filed within five (5) working days and will go directly to Step 3.

E. **Demotion**

This is an action taken by a supervisor which reduces an employee's classification to a classification with a lower maximum salary.

1. The employee's salary must be reduced to fall within the range of the new classification but to no lower step designation than the one held in the higher classification.

2. The employee's duties and responsibilities must be reduced to those of the lower classification.

3. The reasons for the demotion must be given.

4. Demotions must be in writing and must be presented to the employee.

F. **Dismissal**

This is an action taken by a supervisor which permanently removes an employee from employment in his department and from the County payroll.

1. Dismissed employees need not be kept in employment or be paid for any time after the completion of their normal working day on the day they are dismissed.

2. Dismissed employees who are not reinstated through the grievance procedure shall not receive payment for unused sick leave accumulations.

SECTION 3 - DISCIPLINARY RECORDS

Records of all disciplinary actions shall be maintained as follows:

All disciplinary actions, other than oral reprimands, shall be issued in writing by the supervisor with copies going to the employee, Union, and the Executive office.

SECTION 4 - REVIEW

After a period of two (2) years from date of filing, such records shall not be used for subsequent disciplinary actions unless they are related to new infractions. For suspensions only, after a period of three (3) years from date of filing, such records shall not be used for subsequent disciplinary actions unless they are related to new infractions.

ARTICLE 9
SENIORITY

SECTION 1 - DEFINITION

Seniority means a permanent employee's length of continuous service with the County within the bargaining unit since his or her last date of hire. An employee who has not completed six (6) months of continuous employment shall not be considered to have seniority and shall not be considered a permanent employee.

SECTION 2 - SENIORITY LISTS

The seniority lists on the date of this Agreement will show the names and job titles of all employees in the unit entitled to seniority. Such lists shall show county-wide seniority. The Employer shall keep the seniority list up-to-date and present such lists to the Union twice per year upon request or in the event of a layoff of a bargaining unit employee.

SECTION 3 - LOSS OF SENIORITY

An employee shall lose all seniority credit and his/her employment for any of the following reasons:

A. Voluntary or involuntary termination.

B. Failure to report to work after an expired leave of absence of any kind, or recall from layoff, on the specified date for return (including sick leave), unless the failure to return was due to circumstances beyond the control of the employee. The Employer may require verification of the circumstances.

C. Layoff, for three (3) years or for a continuous period equal to the seniority acquired at the time of such layoff, whichever is less.

D. He/she is absent for three (3) consecutive working days without notifying his/her Supervisor. In proper cases, exceptions may be made by their Supervisor.

E. He/she is convicted or pleads guilty or no contest to a felony, or non-traffic misdemeanor which misdemeanor results in sentenced jail time. (Nothing herein shall preclude the Employer from taking appropriate disciplinary action for any criminal offenses.)

F. He/she intentionally falsifies his/her employment record or employment application.

SECTION 4 - SAME DATE OF HIRE

Employees hired on the same date into the bargaining unit shall have the seniority between themselves determined by adding their social security numbers with the higher number having more seniority. Zero shall be counted as zero.

SECTION 5 - NEW DEPARTMENTS

In the event the County assumes a new department with employees who fit within the scope of the Union's bargaining unit, such employees shall have the date their department was assumed by the County as their seniority date and their relative positions on the seniority list shall be determined by their date of hire with the assumed department.

SECTION 6 - TRANSFERS OUTSIDE BARGAINING UNIT

An employee who accepts a position with the County as an employee not included in this bargaining unit shall maintain all accumulated seniority to date of transfer. Upon applying

to return to the bargaining unit, said employee shall comply with the posting requirements for the vacant position including having the presently required qualifications, education and skills.

A returning employee shall accrue benefits at a level consistent with his or her bargaining unit seniority. To be eligible for the above, there must be a vacancy. The above-stated rights shall only last for four (4) years from the date the person leaves the bargaining unit. Notwithstanding the above, an employee who is discharged shall not be entitled to return to the bargaining unit.

ARTICLE 10
LAYOFF AND RECALL

SECTION 1 - NOTICE OF LAYOFFS

The County shall give written notice to the permanent employee and the Union of any proposed layoff. Such notice shall be submitted at least ten (10) working days before the effective date thereof.

SECTION 2 - ORDER OF LAYOFFS

Any layoff of employees shall be made by inverse order of seniority within the affected department and classification, except when normal operations of the various departments would be jeopardized. In the event of a layoff, the Employer shall discuss these exceptions with the Bargaining Committee.

SECTION 3 - BUMPING RIGHTS

Employees laid off or displaced under this Article will be allowed to bump into a job for which they have the seniority and qualifications as determined by reasonable testing procedures, including temporary positions within divisions covered by this Agreement. Where practicable, employees will be tested and/or interviewed to determine whether they are qualified prior to the move.

SECTION 4 - BUMP LIST

The Employer shall provide all laid-off employees with a list of classifications to which they can request to bump. The employee shall indicate in order of priority the classifications to which he or she wishes to bump and the Employer shall assign the employee to the highest priority classification for which he or she is qualified in a division designated by the Employer.

For the purposes of this Section 4 only, "qualified" means that the employee can perform the work to which transferred with minimum instruction and supervision, as determined by the employer.

SECTION 5 - BUMPING PROCEDURE

Employees electing to bump may only bump to equal or lower graded classifications and shall be placed at the same step level of the new grade as held in the higher grade. An employee's increment date shall not change as a result of bumping.

SECTION 6 - PREFERENTIAL SENIORITY

Union officers (i.e. President, Vice-President, Treasurer, Financial Secretary, and Recording Secretary) and the three elected members of the Union Bargaining Committee shall exercise the highest seniority in the bargaining unit for the purpose of layoffs. This preferential seniority can be used, together with the provisions of this section, to hold a job in the bargaining unit as long as there is work which they are qualified to perform.

SECTION 7 - RECALL FROM LAYOFF

Permanent employees to be recalled from layoff shall be recalled to the job from which they were originally reduced or to the job into which they bumped, seniority permitting.

SECTION 8 - NOTICE OF RECALL

Five (5) working days' notice of recall shall be sent by certified or registered mail, or hand delivered, to the laid off employee's last known address. If the employee fails to report to work within five (5) days after receiving notice of recall, he or she shall lose all seniority and recall rights. If an employee cannot return to work within the five (5) days because of medical reasons verified by a physician who may be selected by the Employer, he or she shall not be recalled to that position, but shall have the right to be recalled to another position under the terms provided herein in the event of a future recall notice. It is the employee's responsibility to notify the County of his or her current address.

ARTICLE 11
VACANCIES

SECTION 1 - POSTING

When a job vacancy is being filled in any department the Employer will post a notice on the bulletin boards giving all employees an opportunity to make application for the job by filling out the appropriate application forms. All employees who are on sick leave, vacation, or other leave at the time of posting shall be eligible to apply.

SECTION 2 - NOTICE

Notice of a job vacancy shall be posted for a period of seven (7) working days. The notice will show the classification and rate of the position.

SECTION 3 - ASSIGNMENT OF JOB

All posted vacancies shall be assigned to the senior qualified bidder who has the present qualifications, education and skills for the position as determined by objective criteria provided by the Human Resources Director. The Employer may hire from the outside in the event that no qualified bidder is available from the bargaining unit. The successful applicant will then be notified of the date his or her new assignment shall commence. The results of the job posting shall be communicated in writing to the Unit President.

PROSECUTOR'S OFFICE and SHERIFF'S DEPARTMENT. Prior to assigning a position, the Employer reserves the right to conduct a drug test and criminal history investigation for applicants who apply for vacancies in the Prosecutor's office and/or Sheriff's Department. The results of a drug test and criminal history investigation are each to be considered as part of the objective criteria used in making an appointment to a vacancy. Applicants currently assigned to the Prosecutor's office who apply for another position within the Prosecutor's office shall not be given a drug test or have a criminal history investigation conducted. Applicants currently assigned to the Sheriff's Department who apply for another position within the Sheriff's Department shall not be given a drug test or have a criminal history investigation conducted.

SECTION 4 - TEMPORARY ASSIGNMENTS

During the bidding period the Personnel Director may make a temporary assignment to fill the posted vacancy.

SECTION 5 - TRIAL PERIOD

An employee bidding into a change of a job shall be given thirty (30) calendar days to satisfactorily perform the job. If such employee fails to satisfactorily perform the job, as reasonably determined by the Employer, or wishes to withdraw from the job within said period, he or she shall be returned to the previous position, unless his or her trial period is extended up to an additional thirty (30) calendar days by mutual agreement of the Employer, the Union, and the employee. If returned to the previous position, all appointments made as a result of the original job assignment shall be reversed.

SECTION 6 - VACANCIES CREATED BY LEAVES

See Article 15, Section 8 (F).

SECTION 7 - RETURN FROM LEAVES

See Article 15, Section 8 (G).

ARTICLE 12
BULLETIN BOARDS

SECTION 1 - LOCATION AND USE

The County will furnish and maintain reasonable Union bulletin board space agreeable to the parties at locations where employees covered by this agreement are employed. This includes an exclusive bulletin board at the Juvenile Home, Animal Control Department and Community Center. 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.

ARTICLE 13
HOURS OF WORK

SECTION 1 - WORK SCHEDULES

A. All employees will have a designated work schedule/shift with an established starting and quitting time.

B. The regular hours of work each day shall be consecutive except for interruption for lunch periods.

C. The normal work day for most employees shall consist of eight (8) consecutive hours except for interruptions for lunch periods. The work day shall be divided into three equal shifts for those employees engaged in continuous operations.

D. The normal work week for most employees shall consist of five (5) consecutive days with two (2) days of rest. An exception will be made for those employees engaged in continuous operations.

SECTION 2 - CHANGING WORK SCHEDULES/SHIFTS

A. Schedules/shifts may be changed for a temporary period not to exceed ninety (90) days when five (5) days advance notice is given to the employees and the Union.

B. Work schedules/shifts may be changed without advance notice in the case of emergency or necessity.

C. Scheduled days of rest may be altered by mutual consent between the employee and the Employer, except where overtime would result as a result of the change.

D. Any new permanent work schedule/shift not now in effect shall be discussed with the Union.

E. In the case of the Recreation Department and Animal Control Department, it is necessary to alter shift schedules with the seasons of the year. These will be made well in advance and assignments will be made on the basis of needed skills and seniority.

F. Individual department heads and elected officials may grant flex time on an individual basis to employees when effectiveness of operations and quality of service is not affected.

SECTION 3 - LUNCH PERIODS AND REST PERIODS

Each employee shall be allowed a one hour unpaid lunch period and two (2) fifteen minute rest periods daily. Lunch periods and rest periods shall be staggered so as not to curtail services to the public. Rest periods shall be considered as working time and may not be added to the lunch period or accumulated in any manner.

SECTION 4 - NO MINIMUM HOURS

Nothing herein shall be construed as guaranteeing employees forty (40) hours of work per week or eight (8) hours of work per day.

ARTICLE 14
PAY PROVISIONS

SECTION 1 - WAGES

The wages for all employees covered under this agreement shall remain at 2011 levels, except for scheduled step increases, change in classification, and reclassifications.

The wages for all employees are listed in the County's Wage and Salary Program, according to the attached wage schedules, and are in effect for the duration of this agreement.

Employees may elect to add three additional personal days, providing they 1) apply to do so no later than March 1 of each year and 2) are approved in writing by their supervisor. Failure

of the supervisor to approve such application shall not be subject to the grievance procedure. Such personal days must be used in the year earned or they shall be forfeited.

However, in the event that the employee fails to apply or the supervisor does not approve the extra three days, employees shall be paid a lump sum payment of ¾ of one percent of gross wages for prior year. Such payment shall be paid no later than the end of the third quarter.

SECTION 2 - CLASSIFICATION

When a new permanent technical, office and para-professional position is established, the Personnel Director shall designate a job classification and provide a job description. The Union shall be notified in writing of such new classifications and pay rates. If no written objection to the rate thus set is registered with the Employer within ten (10) work days after the rate has been set, such rate shall become permanent. If the Union disagrees with the rate, it shall serve a written notice upon the Employer within such ten (10) work days of its desire to negotiate with respect to such rate. Such negotiations shall be initiated within fifteen (15) work days after receipt by the Employer of such written notice. In the event the parties cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

SECTION 3 - RECLASSIFICATION

When an employee believes that his or her classification is deserving of consideration, the Union may present their request. The Personnel Director and the Union agree to discuss such reclassification requests applying the methods set forth in the County's Wage and Salary Program. In order to receive consideration, such requests must be received by the County prior to May 1 of each year and any adjustments will become effective as of July 1 of the same year, and September 1 of each year and any adjustments will become effective as of January 1, of the following year. The current pay scale will continue to be used, to determine the appropriate pay step in which to place an employee whose position was reclassified.

SECTION 4 - OVERTIME

A. Permanent employees shall be compensated at time and one-half (½) the employee's regular hourly rate of pay for work under any of the following conditions:

1. All work performed in excess of eight (8) hours in any work day.

2. All work performed in excess of forty (40) hours in any work week.

3. When the employee's work schedule is changed for the convenience of the County with less than 24 hours notice. In this case, overtime will be paid for those hours worked outside of the employee's regular schedule

and if the shift change is for more than one consecutive shift, overtime shall be paid only for the first such shift worked.

B. By mutual consent of the parties, compensatory time at the rate of one and one-half (1-½) times may be taken in lieu of receiving overtime pay. Compensatory time will be taken at a time mutually agreed upon between the employee and his immediate supervisor in accordance with the provisions of The Fair Labor Standards Act.

C. Any employee called in to work other than during the scheduled work shift shall be paid a minimum of two (2) hours pay at his/her regular straight time rate. This does not include overtime worked as a continuation of a schedule shift.

D. No overtime will be worked unless previously approved by the Supervisor or Department Head.

E. For the purposes of computing overtime, holidays, vacation days, funeral leave and paid sick leave shall be considered as days worked, provided these days fall within the employee's scheduled work week.

F. It is the intent of the County that overtime shall be equally distributed among qualified employees in each department insofar as practicable over the period of this contract. Failure to work overtime shall be considered as time worked for purposes of overtime records. It is mandatory that employees work reasonable amounts of overtime when requested by their supervisor. In case of emergency or necessity, mandatory overtime can be scheduled without advance notice.

G. Nothing contained in this Agreement shall be interpreted as authorizing or permitting a duplication or a pyramiding of daily or weekly overtime payments involving the same hours of work.

SECTION 5 - SHIFT DIFFERENTIAL HOURS

A. All bargaining unit employees who work shifts designated as night shifts shall be given a night shift differential in addition to the regular hourly job rate for all hours worked within the designated shifts.

1. Second shift - Seven and one-half (7-½) or eight (8) hours commencing between the hours of 3:00 p.m. and 5:00 p.m.

2. Third shift - Seven and one-half (7-½) or eight (8) hours commencing between the hours of 11:00 p.m. and 12:30 a.m.

B. Where a scheduled shift overlaps the above designations, differential shall be

paid on the basis of the shift in which the greater time is worked.

C. The shift differential shall be twenty cents (20¢) per hour worked on the second shift and twenty-five cents (25¢) per hour worked on the third shift.

D. In the event a night shift is worked as an overtime assignment, no differential shall be paid.

SECTION 6 - DAYLIGHT SAVINGS 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 Savings Time and back, one shift shall 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.

SECTION 7 - OUT OF CLASSIFICATION PAY

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 eight (8) or more 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 the lowest pay grade range for the job which does provide an increase in pay to the employee. 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 8 - HOLIDAY PAY

Should a holiday fall during the time an employee is off on paid sick leave, he/she shall be granted holiday pay in lieu of sick paid sick leave for such holiday if all other requirements are met. The above holiday pay does not apply to an employee on sick and accident insurance compensation.

SECTION 9 - EMERGENCY CONDITIONS

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

ARTICLE 15
LEAVES OF ABSENCE

SECTION 1 - PERSONAL LEAVE

A. The Employer may grant an unpaid leave of absence not to exceed one (1) year for good cause. Such good cause might include:

1. Serious illness of the employee or a member of his/her immediate family.

2. Education leave when such additional education would serve to the advantage of the County.

3. A legal matter in which the employee is directly involved.

B. All such leaves must be approved by the Personnel Director.

C. In the case of unpaid leave of absence for serious illness, upon written confirmation of a serious illness by the attending physician and/or County Physician, hospitalization insurance payments shall be continued for a period of one (1) year (or longer if approved by the Personnel Director and Personnel Committee) for the employee and medically eligible dependents providing all insurance requirements are met.

SECTION 2 - MATERNITY LEAVE

Maternity leave shall be treated the same as leaves for any temporary disability.

SECTION 3 - UNION LEAVE

A. Members of the Local Union elected to or selected for International Union positions which take them from their employment with the Employer shall, at the written request of the International Union, be granted leaves of absence without pay and without fringe benefits for a period not to exceed one (1) year and said leave may be renewable for one (1) additional year, each leave request requires forty-five (45) calendar days' prior written notice to the Employer.

B. A total of no more than twenty (20) work days per calendar year maximum shall be allowed as unpaid leave to be allocated among a maximum of five (5) employees selected by

the Local Union who are called upon to perform bona fide services on behalf of the Union, subject to thirty (30) days prior notice to the Employer for request of such leave consistent with the efficient operation. However, not more than ten (10) days per calendar year shall be allowed for any one (1) employee.

SECTION 4 - POLITICAL LEAVES

Political leaves of absence shall be granted when an employee assumes a full-time elective political office. Such leave shall be granted for one (1) term of office or four (4) years, whichever is greater, and shall be governed by the same rules and procedures that apply to leaves granted under Article 9, Section 6 (Transfers Outside Bargaining Unit) of this Agreement.

SECTION 5 - MILITARY LEAVE

A. The Employer shall comply with all mandatory Federal and State laws dealing with the reemployment rights of Veterans.

B. A full-time employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

SECTION 6 - FUNERAL LEAVE

A. When death occurs in an employee's immediate family, i.e. spouse, parent, grandparent, parent or grandparent of a current spouse, child, step-child, current stepparent, 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 immediately following the date of death, provided he attends the funeral.

B. 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.

C. 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.

D. 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. Effective after this contract is executed by the parties in 2003, when death occurs of an employee's sister-in-law or brother-in-law, the employee, on request, will be excused for any of the first two (2) normally scheduled working days immediately following the date of death, provided he attends the funeral.

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

F. 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.

SECTION 7 - JURY DUTY AND WITNESS LEAVE

A. During the time an employee is actually reporting to the Court for jury duty and following receipt of "Certificate of Jury Service," the department head or his/her designate will convert the employee's usual shift to a regular five-day, Monday through Friday day-shift basis.

B. 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 one-half (½) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

C. Whenever any full-time permanent employee is required to be absent from work by a proper subpoena, issued by a court or commission legally empowered to subpoena witnesses, which compels his or her presence as a witness for a matter directly related to his or her employment on behalf of the Employer, or civic duty which is not a personal matter, he/she shall be allowed the time necessary to be absent from work at his/her regular pay to comply with such subpoena, provided he/she deposits any witness fees, except mileage, with the County Treasurer.

D. Other benefits shall continue to accrue and be paid as provided in this Agreement while an employee is on jury duty or witness leave.

SECTION 8 - PROCEDURE FOR LEAVES

A. An employee must submit a letter of application to the Personnel Director at

least two (2) weeks prior to the start of any leave except funeral leave, for which advance notice is not required.

B. Employees must notify the Personnel Director in writing at least one week prior to any contemplated change in termination date. Any change in such termination date must be mutually agreed upon.

C. It will be the option of the employee to utilize any accumulated vacation days.

D. Fringe benefits will be retained but not accrued or paid during leave unless otherwise stated in this Agreement. At the employee's option, he or she may continue in the County's Medical Insurance Plan at his or her own expense during a leave.

E. During a leave of absence seniority will be maintained but shall accrue only during the following leaves: sick and accident, union, funeral, National Guard or Reserve, jury duty, and witness.

F. Vacancies created by leaves may be filled or left vacant at the discretion of the Personnel Director. If the position is filled, it shall be filled by a substitute employee, whenever feasible. If it is not feasible to fill the position with a substitute employee, a permanent employee may be hired after discussing the matter with the Union Bargaining Committee.

G. An employee desiring to return from a leave may return directly to his or her job if the position was left vacant or if a substitute employee was used. If a permanent employee was used the returning employee cannot bump, but must take an available position for which he or she has the seniority and qualifications. If no such position is available immediately, the employee will be laid off without bumping rights. An available position shall include a vacant, posted position and substitute positions. However, if the employee returns as a substitute he or she shall be entitled to all benefits of this contract until displaced by the returning employee.

SECTION 9 - FAMILY AND MEDICAL LEAVE

The parties recognize that the Employer, the Union and employees have certain rights and obligations 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
SICK LEAVE

SECTION 1 - ACCRUAL

A. Sick leave for each permanent employee shall be one (1) eight hour day with pay for each month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Paid sick leave accumulation shall be limited to a maximum of ninety (90) days (See Letter of Understanding). Any employee who is on paid sick leave shall be entitled to all contractual benefits as if he/she were working.

B. A probationary employee may accrue sick leave while on probation, but may not use such accumulated sick leave until he/she has completed one hundred eighty (180) days of service.

SECTION 2 - USE

A. Paid sick leave may be used when illness or disability prevent an employee from working or for necessary absence from work for the purpose of keeping an appointment with a doctor.

B. An employee may use up to five (5) days of accumulated sick leave per year for serious illness or to keep a doctor, dentist, or other medical related appointment which requires the employee's presence in the immediate family. For the purposes of this Section, the immediate family shall be defined as the employee's spouse, child, parent, and sibling that requires the presence of the employee; serious illness shall be defined as an illness of a serious nature which involves the hospitalization or treatment by a physician of a member of the immediate family and requiring the presence of the employee.

C. Effective after execution of this contract by all the parties in 2003, sick leave may be taken in any unit from one-half (½) hour to the maximum available in one-half (½) hour increments.

D. If the use of sick leave is excessive or the Employer has reason to believe it is being abused, medical verification will be required. This may include a requirement for examinations by a doctor selected by the Employer. If this entails a cost not otherwise required, it shall be borne by the Employer only if it is determined that the use of sick leave was proper. Payment by the Employer will be made only if the examination is directed by the Employer. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of the third party shall be binding on all the parties. On the basis of that examination, the Employer shall take appropriate action,

subject to the employee's rights as established in the collective bargaining agreement.

E. Any abuse of this Section shall be cause for disciplinary action.

SECTION 3 - PAY OR CONVERSION

A. Any employee who is eligible for retirement and retires from County service and is entered on the Retirement or Pension Roll of the County or any employee who leaves the County's employ having attained the age of sixty-five (65) years shall be paid for one-half (½) of his/her unused sick leave at the time of departure. The estate of an employee who dies while employed by the County shall, upon death of the employee, be paid for one-half (½) of his unused sick leave on record at the time of death.

B. Any employee who leaves the employ of the County having accumulated at least twelve (12) years of service, shall be paid one-half (½) of his or her accumulated sick leave at his/her prevailing hourly rate, not to exceed $2,500.

C. In the event an employee should accrue more than ninety (90) days of sick leave at the end of any calendar year, he/she shall be granted one-half (½) of this excess sick leave accumulation to his/her vacation time available in the following year. For purposes of this computation, one day of vacation time will be added for each two full days of excess sick leave accumulation, i.e. 10 days = 5 days vacation; 13 days = 6 days vacation.

ARTICLE 17
HEALTH AND WELFARE

SECTION 1 - MEDICAL AND HOSPITALIZATION INSURANCE

A. **MEDICAL AND HOSPITALIZATION INSURANCE**

The COUNTY will provide the following options for medical/hospitalization coverage:

1. Blue Cross Blue Shield of Michigan (BCBSM) Preferred Provider Organization (PPO) with dental, vision and orthodontic riders

2. Blue Cross Blue Shield of Michigan (BCBSM) Comprehensive Major Medical (CMM 100)

The Employer may use or substitute other health insurance companies which provide comparable coverage for any or all of the health insurance component coverages (medical, prescriptions, dental, vision).

The Employer will notify the Union immediately of any change or proposed change in health insurance carriers or covered benefit levels.

B. PAYMENT IN LIEU OF HEALTH INSURANCE COVERAGE

Any active unit member who is eligible, but chooses not to participate in the medical/hospitalization insurance package, who has health insurance coverage from another source and who signs a waiver from the Employer, shall be paid an annual amount of One Thousand Eight Hundred and No/100 ($1,800) Dollars. The annual payment will be paid in equal amounts over twenty-six (26) pay dates in a calendar year. An employee who elects Payment in Lieu of Health Insurance Coverage after January 1 of any year, shall be paid a pro-rata amount of the $1,800 in the same manner as described in the previous sentence with the amount calculated based on the number of full months remaining in the calendar year after the date of the election (example: employee hired June 15, will be entitled to $900 for that year effective July 1). An employee who subsequently loses medical/hospitalization coverage from another source shall have the right to obtain medical/hospitalization coverage from the Employer as provided in this Agreement at the earliest date possible after written notice to the Personnel Director and approval by same. Said employee shall be entitled to a pro-rata payment in lieu of health insurance to the date the employee becomes covered by the Employer's medical/hospitalization plan calculated in the same manner as described above for new hires.

Any employee who elects Payment in Lieu of Health Insurance Coverage may elect at the same time to be enrolled in dental and/or vision coverage. The amount the employee will receive for Payment in Lieu of Health Insurance will be determined by deducting the cost of the dental and/or vision coverage from $1,800 (example: On January 1 employee elects family dental coverage for which the annual cost is $1,200, the employee will be paid $600 cash in lieu of health coverage). For elections made after January 1 of any year, both the Payment in Lieu of Health Insurance and the cost of the dental and/or vision coverage shall be prorated.

C. METHOD OF COMPUTING EMPLOYEES' SHARE OF PREMIUMS

Effective July 1st of each year subsequent to 2003, employees' contributions shall be fifteen percent (15%) of the rates that are developed based upon the preceding calendar year's actual cost of the Blue Cross Blue Shield Self-Insured Administrative Services Contract (ASC). In the event that any component of the health insurance benefit (medical, prescription drugs, dental, vision), can be provided by an alternate carrier or if a program is added (as in the case of the Medtipster program), with one or both actions being implemented only to enhance cost savings, the employees' contributions shall be fifteen (15%) of the rates that are developed based upon the preceding calendar year's actual cost of all programs combined.

D. RETIREES

Effective upon execution of this agreement by the parties in 2003, retirees who are not eligible for Medicare shall select only the Blue Cross Blue Shield PPO health plan without dental and vision; retirees who are eligible for Medicare shall select only the Blue Cross Blue Shield CMM 100 health plan; retirees' contributions toward the cost of health insurance shall be calculated using the same formula as that used for employees, as described in Section III above.

The County shall provide paid health care benefits for the retiree's current spouse (at time of employee's retirement) in an amount equal to 50% of the difference between the premium required to purchase employee/one dependent coverage and the premium for employee only coverage. Retirees can elect to cover eligible dependent children with the cost to cover eligible dependent children to be paid 100% by the retiree.

Health care benefits for an eligible spouse shall be paid for, under the terms provided in the preceding paragraph for as long as retirement benefits are being paid to the retiree or in the event of the retiree's death, the spouse remains eligible for health care benefits for as long as he/she receives a Bay County pension as a beneficiary.

Effective for employees hired on or after January 1, 1997, the employer paid portion of retiree and retiree spouse health insurance will be in accordance with the following schedule:

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
10	55%	0%
11	55%	0%
12	55%	0%
13	55%	0%
14	55%	0%
15	80%	0%
16	80%	0%
17	80%	0%
18	80%	0%
19	80%	0%
20	85%	15%
21	85%	15%
22	85%	15%
23	85%	15%

Years of Service	Employer Paid % of Retiree's Premium	Employer Paid % of Spousal Coverage
24	85%	15%
25	85%	40%
26	85%	40%
27	85%	40%
28	85%	40%
29	85%	40%
30	85%	50%
31	85%	50%
32	85%	50%
33	85%	50%
34	85%	50%
35	85%	50%
36	85%	50%
37	85%	50%
38	85%	50%
39	85%	50%
40	85%	50%
*FOR EMPLOYEES HIRED ON OR AFTER JANUARY 1, 2007		

The obligation of the Employer to pay for health insurance for the retiree and/or retiree's spouse shall cease in the event that comparable health insurance is available to the retiree or his/her spouse through another Employer or other source. For example, if the retiree accepts other employment and health insurance is available from that Employer, then the County's obligation to the retiree and spouse shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. However, if the retiree's health insurance through another Employer ceases or if covered by his/her spouse's health insurance and the benefits cease or are not comparable with the Bay County Health Insurance Plan the retiree and his/her spouse shall have the right to revert to the County of Bay Health Insurance Plan during any annual open enrollment period or by submitting a completed enrollment forms within thirty (30) days of the occurrence. In the event of the death of the retiree, the deceased retiree's spouse who was otherwise previously qualified shall have the right to revert to the County of Bay Health Insurance Plan provided he/she continues to receive a Bay County pension as beneficiary of the deceased retiree.

To be eligible to receive Employer payments for benefits as set forth herein, the retiree and/or his/her spouse must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee and/or his/her spouse. The retiree and/or the retiree's spouse receiving health benefits under this contract shall be required to apply for Medicaid, Medicare Parts A and B or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the Employer shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above replacements.

Eligible Retirees will be provided health insurance if there is no break between their last day of work and their first day of retirement as a retiree receiving a monthly pension check. That is, those who separate from employment, and either defer retirement or who are not immediately eligible for pension benefits, will not be provided with health insurance at any time.

E. HEALTH CARE – EMPLOYEES HIRED AFTER JANUARY 1, 2012 ONLY

This Section supersedes any other provision of this collective bargaining agreement which is in conflict with it for employees hired after January 1, 2012. Similarly, those other provisions of the collective bargaining agreement which are not in conflict with this section continue for all employees.

Employees hired after January 1, 2012 will, if otherwise eligible, become covered for health care benefits on the first of the month following the month in which hired plus three additional months.

Such employees will be under a high-deductible plan with a $1,000 deductible per calendar year (single), with the employer sponsoring the second $500 of the plan through a health reimbursement account. Those employees who elect Married or Family plans shall have a $2,000 deductible with the employer sponsoring the second $1,000 of the plan through a health reimbursement account. Employees must follow the rules of the insurance carrier (such as turning in all required receipts) in order to be eligible for the employer-sponsored portions of the plan.

Such employees may also elect to choose the health care plan available to employees hired before January 1, 2012, providing they pay 100% of the cost difference between the plan, as well as required 15% co-payment. Such elections may only be made at hire or during the annual enrollment period.

Such employees shall not be eligible for County-provided health care in retirement.

F. PRESCRIPTION DRUG PLAN

Effective January 1, 2012, the County will provide a prescription drug plan which follows the following co-pay arrangements:

Covered OTC (over the counter) drugs (with Doctor's prescription)	$0
Generics	$0 - $10
Name Brand- Preferred	$30
Name Brand – Non-Preferred	$50
Bio-Tech (over $1000 and injectable)	$100 minimum, $200 Maximum Plus relinquishment of any coupons issued.

The County will conduct meetings as soon as practicable following implementation (at which attendance is mandatory) to explain the provisions of this plan to employees. Inasmuch as both the County and employees have a stake in the cost of health care, and in light of the significant savings to be realized through better education about prescription drug usage, the following has been agreed to.

G. INCENTIVE PROGRAM FOR COST REDUCTION

Both the County and the employees have an interest in working on containing health care costs. One area that can bear results is in prescription drug costs. In addition to supporting education for all employees on cost containment, and making switches to less costly prescriptions where medically feasible, an incentive program for all covered employees has been developed.

During the course of this agreement, it has been projected that prescription drug costs will rise at the rate of 15% per year. Accordingly, the parties have agreed on an incentive plan which is beneficial to both employees and the County.

2012: In the event that the rate of increase of the cost of the prescription drug plan for 2012 is less than 7.5% of the prescription drug plan cost for 2011, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2013.

2013: In the event that the rate of increase of the cost of the prescription drug plan for 2013 is less than 7.5% of the prescription drug plan cost for 2012, all of the savings below that amount shall be equally divided among all employees enrolled in the plan as of January 1, 2014.

If the goal is reached, employees will receive the payout directly to their paychecks.

SECTION 2 - SICK AND ACCIDENT INSURANCE

A. The County will provide "Sickness and Accident" insurance or self-insurance for employees covered by this Agreement after an employee has served their initial probation period. Said insurance payments shall become operative on the thirty-first (31st) calendar day after occurrence of verified disability unless the employee first chooses to utilize available vacation or sick days, and will provide payment of seventy five per cent (75%) of the employee's regular base rate of pay to a maximum of Three Hundred Fifty Eight Dollars ($358) effective January 01, 2003, Three Hundred Seventy Dollars ($370) effective January 01, 2004 and Three Hundred Eighty Dollars ($380) effective January 01, 2005, Four Hundred Dollars ($400) effective within thirty (30) days after this contract is executed in 2007 weekly for a period not to exceed fifty-two (52) weeks for any one disability under the conditions of the insurance policy or County self-insured conditions. Medical verification shall be required as determined by the Employer. Effective after this contract is executed in 2007, employees shall have the option to augment "Sick and Accident" insurance by using their accumulated vacation, sick, or personal time to a maximum of seventy-five percent (75%) of their regular base rate of pay.

B. Payments shall be less any amounts available from other sources including any local, state or federal government.

C. If it is determined that an employee will not return to work and if eligible for pension under the County's Retirement System, such retirement shall not be deferred in order to collect on this benefit.

D. A recurrence of a previous illness which occurs within six (6) months of return to work shall be considered to be a continuation of that illness for computation of the sick and accident benefits.

E. The County shall furnish a copy of the policy to each employee. The County shall immediately notify the Union of any proposed change of insuring company and/or policy wording. This change shall then be subject to negotiation.

F. Time spent on sickness and accident shall not count toward earning sick, vacation, or personal days.

G. Available sick and vacation days may be used to receive payments during the thirty (30) day waiting period.

H. Benefits (except for health and life insurance) shall neither accrue nor be paid while an employee is on sick and accident coverage. Seniority shall be accrued while an employee is on sick and accident coverage effective January 1, 1988.

SECTION 3 - UNEMPLOYMENT COMPENSATION

Bay County is established as a Reimbursing Employer with the Michigan Employment Security Commission in conformity with State and Federal Rules and Regulations and as such, extends unemployment compensation coverage under the rules established by said commission.

SECTION 4 - WORKERS' COMPENSATION

A. Bay County is registered as a "Self-Insuring Employer" under State and Federal rules for payment of workers' compensation benefits and as such does provide this benefit to the employees.

B. The County presently contracts with "Underwriters Adjusting Company" of Southfield, Michigan, as their agent to handle such claims and agrees to notify the Union of any change in this arrangement.

C. Benefits provided under this contract will be retained but not accrued or paid during periods covered by workers' compensation. During coverage under workers' compensation seniority will be maintained and shall accrue. Coverage under the Medical and Hospitalization Insurance will also continue.

SECTION 5 - SOCIAL SECURITY

A. Bay County provides Social Security coverage for employees covered by this Agreement under the usual conditions.

B. The Employee contributes his/her share, as defined by the Federal Government through payroll deduction.

SECTION 6 - RETIREMENT

A. Bay County provides a retirement program to eligible employees according to terms contained in the Bay County Retirement System Ordinance established January 1, 1947, and as subsequently amended from time to time.

B. All of the terms and conditions of said Ordinance are hereby made a part of this contract as through written herein.

C. For members of this unit, said Ordinance provides for a benefit formula based on two percent (2%) of the employees average annual income based on his or her best five (5) years earnings times the number of years of credited service.

Effective July 1, 2000, for members of this unit, said Ordinance 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.

Effective January 1, 2012, for members of this unit hired 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 of age.

D. 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 reach age 62. Retirement for those employees shall also be capped at 75% of the average of the employee's five best years, but is only achieved through years of service times the 1.6 multiplier.

E. Any employee hired after January 1, 1991, shall receive no "refund" of contributions made by the Employer on the employee's behalf to the Bay County Employees' Retirement System if that employee leaves the employ of the county for any reason prior to eight (8) years of employment; 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.

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

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

2. The minimum number of required hours of work to be included in the retirement system shall increase from eight hundred (800) hours to one thousand (1,000) hours.

SECTION 7 - PHYSICALS

If, in the opinion of the County, a medical examination is required to assure the County that an employee is able to continue his/her present assignment, the Employer reserves the right to require an employee, at the Employer's expense if not covered by the employee's insurance, to take a medical examination. If the employee does not satisfactorily meet the medical requirements for his/her position, the Union will be so notified and he/she may be reassigned, required to take earned sick leave or required to take sick and accident, if eligible, or to take an unpaid leave of absence.

SECTION 8 - HEALTH BENEFITS

A. All employees under the terms of this agreement shall be afforded the following:

1. Tuberculin tests
2. Tetanus Toxoid series or booster
3. Influenza immunization
4. Diphtheria series or booster
5. Polio series or booster
6. Cholesterol test
7. Hepatitis B vaccination for employees who need such vaccination as determined by the County physician

B. The above health benefits shall be available 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.

SECTION 9 - LIFE INSURANCE

The County will provide $20,000 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, the County will provide $30,000 Group Term Life Insurance coverage to each employee. This coverage will be canceled when the employee leaves the County for any reason, including retirement.

Effective the first of the month within sixty (60) days after the contract is executed by the parties in 2010, the County will provide $10,000 Group Term Life Insurance coverage to each employee who retires on or after the effective date of this agreement. This does not apply retroactively to employees who retired before the effective date of this agreement.

Under no circumstance may an employee be eligible for both life insurance provisions at the same time.

ARTICLE 18
VACATION

SECTION 1 - VACATION ACCRUAL AND USE

Vacation leave shall be earned at the rate of one (1) eight hour day per month of service. For the purpose of this section, a month of service is completed when the employee has worked eleven (11) days in any one month. Vacation shall accrue from date of employment but shall

not be used until the following calendar year shall not be available to the employee until January 1 of the year following.

SECTION 2 - EXCEPTIONS

The Personnel Director may make an exception to the above procedure in case of extenuating circumstances.

SECTION 3 - COMMUNICATION

The Personnel Director shall keep the employees advised as to their accumulated vacation.

SECTION 4 - TERMINATION

In the event of termination, the employee will be paid for all of his or her unused accumulated vacation at the then prevailing hourly pay rate including the current year.

SECTION 5 - MERIT DAYS

A. For employees hired prior to December 31, 1990, the following applies:

In addition to the one (1) day per month accrual of vacation, one (1) merit vacation day shall be added for each consecutive year of service following the first full year to a maximum of ten (10) merit days (i.e. after completion of the eleventh consecutive year of service, the employee would accrue twelve (12) days plus ten merit days).

B. In addition to regular vacation, merit vacation is credited for consecutive years of service as follows:

3 and 4 years	2 merit days
5 and 6 years	3 merit days
7 through 9 years	4 merit days
10 through 14 years	5 merit days
15 years	10 merit days

The above rules apply to persons hired after December 31, 1990.

SECTION 6 - HOLIDAYS AND VACATIONS

Recognized holidays, as listed elsewhere in this Agreement, falling within a vacation period, shall not be counted as vacation time.

SECTION 7 - UNITS

Vacation may be taken in any unit from one-half (½) hour to the maximum available for that year in one-half (½) hour increments.

SECTION 8 - ACCUMULATION

Employees may, at their option, accumulate vacation periods up to and including thirty (30) days vacation, provided that all employees must take at least six (6) vacation days each and every calendar year; however, no employee shall take more vacation leave than has been accumulated.

SECTION 9 - REIMBURSEMENT

No employee shall lose any accrued vacation. Said vacation over thirty (30) days shall be reimbursed by the County in full as of the end of the year and payable in the second pay period in February of each year.

SECTION 10 - SCHEDULING

All vacation must be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation. The Employer will not be required to schedule more employees for vacation at any one time or season than the operation of the department can accommodate.

SECTION 11 - LEAVES

No vacation will be earned by employees while on any unpaid leave of absence.

ARTICLE 19
HOLIDAYS

SECTION 1 - HOLIDAYS

A. The following days are recognized as holidays for pay purposes:

New Year's Day, Martin L. King, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday Following Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve

B. Each full time employee shall be paid for these holidays at his/her regular straight time rate of pay, not including shift differential, under the following eligibility

requirements: He/she must have worked his/her last scheduled working day prior to the holiday, and his/her next scheduled working day after the holiday.

C. County employees called in to work on a holiday shall be guaranteed a minimum of four (4) hours at the regular straight time rate of pay and be paid eight (8) hours idle holiday pay and one and one-half (1-½) times their regular hourly rate for all hours worked. By mutual consent, an employee may take compensatory time off at time and one-half (1-½) in lieu of the aforementioned time and one-half (1-½) pay for hours worked; however, such compensatory time must be used within the same pay period.

D. Whenever one of the designated holidays falls on a Saturday, it shall be celebrated on Friday; if the holiday falls on a Sunday, it shall be celebrated on Monday. However, if the holiday falls on a Saturday and Friday is also a holiday, Thursday and Friday shall be celebrated as holidays. If the holiday falls on a Sunday and Monday is also a holiday, Monday and Tuesday shall be celebrated as holidays. However, for employees who are scheduled to work shifts in a continuous operation facility the holiday shall be celebrated on the day of its occurrence.

SECTION 2 - PERSONAL HOLIDAYS

A. In addition to the above, each employee shall be entitled to three and one-half (3-1/2) personal holidays per year, excluding employees hired after February 22, 1995, who will have three (3) personal holidays until they have been employed by the Employer for at least five (5) years and then after five (5) years will have three and one-half (3-1/2) personal holidays.

B. Personal holidays will be assigned on a lump sum basis and available to the employee as of January 1 of each year or at time of hire. Any personal holidays used by terminating employees in excess of the pro-rating procedure as outlined in paragraph "A" above shall be deducted from the employee's final payroll check.

C. Personal holidays shall be scheduled by the Employer with consideration for the seniority and desires of the employee concerned, consistent with efficient operation.

D. There shall be no reimbursement for unused personal holidays.

ARTICLE 20
BENEFITS

SECTION 1 - MILEAGE

A. The Employer agrees to pay mileage to all County employees who are required to use their personal car 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 car 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 - UNIFORMS AND PROTECTIVE EQUIPMENT

The Employer shall provide and maintain all required special protective equipment. The Employer shall also provide and maintain necessary foul weather gear for Animal Control employees. Foul weather gear for Recreation and Maintenance shall be Two Hundred Fifty and No/100 ($250.00) Dollars per year, paid to each employee in July, except new hires who shall receive the Two Hundred Fifty and No/100 ($250.00) Dollars within thirty (30) days after their date of hire. The Employer shall deduct a prorata amount from the employee's paycheck if the employee is not employed for twelve (12) months. This provision shall take effect after the contract is executed by the parties.

In 1995, the County shall also provide its maintenance and custodial staff with four (4) wash and wear pant and four (4) wash and wear shirts, to be maintained by the employees, which will be replaced on an as-needed basis.

SECTION 4 - COUNTY POLICIES

A. The County's Travel Policies are hereby made a part of this agreement by reference. The Union shall be provided an updated copy of such policies each year.

B. If any terms contained in these policies differ from terms contained in this contract, this contract shall supersede.

SECTION 5 - EDUCATIONAL EXPENSE

A. The County agrees to reimburse an employee for the cost of tuition and books for job-related courses of study if the employee receives a "C" grade or better. Such courses must be directly related to the employee's field of endeavor and must be advantageous to the County.

B. The courses must be previously approved by the Department Head and the County Executive prior to the employee entering the course or no reimbursement shall be granted.

C. The County reserves the right to refuse any particular request.

D. To be reimbursed, the courses must relate directly to County work or be part of a recognized curriculum. Attendance at requested course instruction must be on the employee's free time.

E. Grants or scholarships by the Federal or State Government, Educational Institution or other sources of whatever description shall be deducted from the County reimbursement program.

F. County employees claiming reimbursement must prove they paid the amount sought to be reimbursed.

G. If the County requires attendance at any particular course of instruction, the County reserves the right to designate the institution and will compensate employees for the use of the employee's personal vehicle on a one-time basis to the location and return at the standard rate. Distances will be calculated from a recognized road atlas.

H. In the event an employee requests reimbursement for required books, such books shall be turned into the County and become part of a Department library; provided further, Department library books will be utilized for courses where available.

SECTION 6 - PRINTING OF CONTRACTS

The County agrees to supply 150 copies of this contract to the members of Local 15157-10, United Steelworkers of America, within sixty (60) days after the signing of this Agreement. The Union shall pay for 50% of the cost of printing.

SECTION 7 - UNIFORM ALLOWANCE AND UPKEEP

A. Uniform upkeep allowance for Animal Control officers and attendants shall be $200.00 per year paid in two (2) equal increments, the first to be paid in July and the second to be paid in January of the following year, on a pro rata basis from the date of hire.

B. Uniform allowance for all persons required to wear uniforms in the Bay County Health Department Laboratory and Women, Infants and Children Division will be $200.00 per year payable in two (2) equal increments, the first to be paid in July and the second to be paid in January of the following year, on a pro rata basis from the date of hire. It is understood that

this allowance is for the purchase of the uniforms. The County will provide or pay for the upkeep of the purchased uniforms.

SECTION 8 - CHANGES IN BENEFITS

The County shall notify the Union of any proposed changes in any benefits presently contracted by the Union. Such changes, when controllable by the County, shall require the mutual consent of the parties before taking effect for employees covered by this Agreement.

ARTICLE 21
RESIDENCY

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. This requirement may be waived by the Personnel Director upon request by the employee and upon showing of hardship.

ARTICLE 22
SEVERABILITY

SECTION 1 - SEVERABILITY

A. Should any part of this Agreement be rendered or declared illegal or invalid by legislation, decree of a court of competent jurisdiction, National Labor Relations Board or other established or to be established governmental administrative tribunal, such invalidation shall not affect the remaining portion of this agreement.

B. If any section of this Agreement is invalidated as above defined, the parties may, by mutual consent, renegotiate those sections to bring them into conformity with the aforementioned ruling.

C. This contract may be altered at any time by mutual written consent of the parties.

SECTION 2 - WAIVER PROVISION

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.

ARTICLE 23
JUVENILE HOME

SECTION 1 - WORK SCHEDULES

A. Juvenile Home employees shall work a regularly scheduled shift of eight (8) straight hours per day including a paid lunch period in a work week of five (5) consecutive days (except a shift may be scheduled on a "ten (10) day on - four (4) day off" basis, if needed). Shifts may be changed without advance notice in an emergency but shall normally be as follows:

First Shift	6:00 A.M. - 2:00 P.M.
Second Shift	2:00 P.M. - 10:00 P.M.
Third Shift	10:00 P.M. - 6:00 A.M.

B. Work schedules shall be posted in advance and choice of shift shall be awarded according to seniority, work performance, and the needs of the facility.

C. Work schedules and assignments may be altered to comply with the need for a Youth Development Worker of each gender on each shift.

D. Vacation will be scheduled in advance and sign-up periods will be concluded on the second and fourth Fridays of each month. Thereafter, vacation will be scheduled as practicable.

E. Shift schedules may be staggered to allow attendance at staff meetings, however, employees working over eight (8) hours per day will be compensated at one and one-half (1-½) times their straight-time hourly rate or be granted compensatory time off if mutually agreed. Employees may accumulate up to eight (8) hours of compensatory time from staff meeting attendance.

SECTION 2 - VACATION AND SICK LEAVE ON HOLIDAYS

A. Any previously scheduled and mutually-agreed upon time off taken on a recognized holiday which is part of an employee's regular schedule shall not be counted as a vacation and the employee shall receive applicable holiday pay for that time off.

B. Any sick leave taken on a recognized holiday which is part of an employee's regular schedule shall be counted as sick leave and holiday pay shall not be paid, unless the sick

leave was previously scheduled and made known to the employer prior to the scheduling for that holiday.

SECTION 3 - MISCELLANEOUS

A. Clothing (and a watch up to $40) damaged by residents shall be replaced at County expense up to one hundred dollars ($100) per year per employee.

B. The County will provide boots and coveralls to be used when custodial work is required.

C. Large Blood Spill Kits, surgical gloves and first aid equipment shall be supplied and maintained in a readily accessible area for employees and residents.

ARTICLE 24
ANIMAL SHELTER

The attached Letter of Understanding shall supersede certain Sections of the below Article, where applicable.

SECTION 1 - STAND-BY HOURS

A. Stand-by would run for one week beginning Monday at 8:00 a.m. and ending the following Monday at 8:00 a.m.

B. The stand-by person will be responsible for being available to respond to emergency calls during all hours that the Animal Shelter is closed.

C. The stand-by person will clean the Animal Shelter from 9:00 a.m. - 11:30 a.m. on Saturday and Sunday of their stand-by week and also on any holidays that fall within their stand-by period.

D. Stand-by will be rotated weekly among the Animal Control Officers and Kennel Attendants. Schedules will be posted yearly, it will be up to the employee to schedule vacation around their stand-by. Stand-by can be rotated out of schedule in weekly blocks only, if mutually agreed upon by the employees involved.

E. In case of sickness stand-by would be covered by volunteers. If no volunteer is available the next person on the stand-by list would be responsible.

SECTION 2 - PAY PROVISIONS

A. Stand-by person will be paid sixteen (16) hours at their regular hourly rate of pay for handling from 0-8 calls in lieu of this they will be paid two (2) hours straight time at their regular hourly rate for handling over eight (8) calls. Any calls handled on a holiday will be computed as two (2) calls. Compensatory time, in lieu of wages can be granted if mutually agreed.

B. It is mutually agreed that the stand-by person will be given compensatory time at time and one half for the hours worked on Saturday and Sunday clean up. Compensatory time will be given in lieu of wages and will be scheduled with the supervisor to be used within ten (10) working days of the ending date of the stand-by period.

C. Holiday clean up pay will be over and above the terms of this Agreement and either four (4) hours pay or four (4) hours compensatory time will be given to the employee which ever is mutually agreed on between the employee and the supervisor.

D. In case of sickness, stand-by will be paid for days worked only.

SECTION 3 - TYPES OF CALLS TO BE ANSWERED ON STAND-BY

A. Injured animals.

B. Sick animals.

C. Bite cases - handle only when the biting animal is a stray or when it cannot be confined.

D. Assist Police Agencies:

1. Assist with dogs in impounded vehicles.

2. Entering property with vicious dogs inside.

E. Response to other emergency calls not listed to be decided by immediate supervisor.

SECTION 4 - OPERATING RULES

A. Stand-by person will be allowed to take an Animal Control vehicle home for their stand-by week. The vehicle may only be used to and from work and on emergency calls.

B. The stand-by person will punch in and out for all weekend clean up.

C. The stand-by person will punch in and out for all holiday clean up. This clean up will be done between the hours of 8:00 a.m. and 5:00 p.m.

D. Uniforms will be worn on all emergency calls.

E. No unauthorized parties will ride in the Animal Control vehicle.

F. No alcoholic beverages will be consumed while a person is working on stand-by.

G. It is the stand-by persons responsibility to leave either their telephone number or pager number with Central Dispatch at all times during their stand-by week.

H. When paged the stand-by person will call Central Dispatch no longer than fifteen (15) minutes after receiving the page. The stand-by person must then call in service on his truck radio not more than twenty (20) minutes after receiving the call from Central Dispatch.

I. Stand-by person will call in service, call out at the call location, clear, and call out of service with Central Dispatch on each emergency call.

J. Any violation of these rules will be considered cause for disciplinary action according to the seriousness of the violation.

ARTICLE 25
DEFINITIONS

Retirant	Any member of the Bay County Employee's Retirement System who retires with a pension or retirement allowance payable by the retirement system as defined in the Bay County Employee's Retirement System Ordinance.
Temporary Employee	An employee hired for a period of time not to exceed one (1) year. Temporary employees are not members of the bargaining unit.
Substitute Employee	An employee hired on a temporary basis to fill a vacancy created by a permanent employee. Substitute employees are not members of the bargaining unit.
Compensatory Time	Time off in lieu of payment for work outside the regular schedule.
Employer	The County Board of Commissioners, County Executive, Prosecuting Attorney, Sheriff, Register of Deeds, Clerk, Treasurer and Drain Commissioner.

He-She or His-Her	Whenever used will refer to either or both gender.
Lockout	Closing down the operation of the County or any department of the County as a form of economic pressure upon employees to enforce acceptance of employer's terms.
Reclassification	Approved change in the classification of an employee placing the employee under a new or revised job description.
Steward	A representative of Local Union 15157-10, United Steelworkers, County Unit, appointed or elected to carry out Union duties and to adjust grievances.

ARTICLE 26
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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

COUNTY OF BAY
Bay City, Michigan

11-8-11

Thomas L. Hickner Date
Bay County Executive

11-10-11

Don Tilley Date
Chairperson, Board of Commissioners

UNITED STEELWORKERS
AFL-CIO-CLC

Leo W. Gerard Date
International President

Stanley Johnson Date
International Secretary-Treasurer

11-14-11
Tim Quinn Date
Personnel and Employee Relations Director

11/15/11
Kurt Asbury Date
Prosecuting Attorney

11-28-11
John Miller Date
Sheriff

11-15-11
Vicki Roupe Date
Register of Deeds

11-15-11
Richard Brzezinski Date
Treasurer

11-15-11
Joseph Rivet Date
Drain Commissioner

11/16/11
Cynthia Luczak Date
Clerk

Thomas Conway
Thomas Conway Date
Int'l Vice President (Admin)

Fredrick D. Redmond
Fred Redmond Date
Int'l Vice Pres. (Human Affairs)

2/6/12
Michael Bolton Date
District 2 Director

1/6/12
Michael A. Flora Date
USW Staff Representative

LOCAL UNION #15157-10

12/6/11
~~Bruce Boman~~, President Date
Matt Burley

12/2/11
Committee Date

12/5/11
Committee Date

12/5/11
Committee Date

U.S.W. FULL-TIME TECHNICAL CLASSIFICATIONS

2008 - 2013 Wage Scales

	HIRE	6 MONTH	ONE YEAR	TWO YEAR
TU01	$8.93 $714.40 $18,574.40	$9.19 $735.20 $19,115.20	$9.53 $762.40 $19,822.40	$9.96 $796.80 $20,716.80
TU02	$9.33 $746.40 $19,406.40	$9.79 $783.20 $20,363.20	$10.20 $816.00 $21,216.00	$10.73 $858.40 $22,318.40
TU03	$10.09 $807.20 $20.987.20	$10.57 $845.60 $21,985.60	$11.12 $889.60 $23,129.60	$11.60 $928.00 $24,128.00
TU04	$10.83 $866.40 $22,526.40	$11.51 $920.80 $23,940.80	$12.11 $968.80 $25,188.80	$12.71 $1,016.80 $26,436.80
TU05	$11.79 $943.20 $24,523.20	$12.50 $1,000.00 $26,000.00	$13.18 $1,054.40 $27,414.40	$13.91 $1,112.80 $28,932.80
TU06	$12.71 $1,016.80 $26,436.80	$13.48 $1,078.40 $28,038.40	$14.27 $1,141.60 $29,681.60	$15.01 $1,200.80 $31,220.80
TU07	$13.95 $1,116.00 $29,016.00	$14.85 $1,188.00 $30,888.00	$15.69 $1,255.20 $32,635.20	$16.56 $1,324.80 $34,444.80
TU08	$15.35 $1,228.00 $31,928.00	$16.31 $1,304.80 $33,924.80	$17.29 $1,383.20 $35,963.20	$18.25 $1,460.00 $37,960.00
TU09	$16.94 $1,355.20 $35,235.20	$18.01 $1,440.80 $37,460.80	$19.11 $1,528.80 $39,748.80	$20.18 $1,614.40 $41,974.40
Housing Maintenance HC02				$15.94 $1,275.20 $33,155.20