

AGREEMENT
BETWEEN
COUNTY OF BENZIE
AND
TECHNICAL, PROFESSIONAL AND OFFICEWORKERS
ASSOCIATION OF MICHIGAN

EFFECTIVE OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2012

THIS AGREEMENT, made and entered into this 29th day of September, 2008, effective 1st day of October, 2008, at Benzie County, Michigan, by and between the COUNTY OF BENZIE (hereinafter referred to as the "County") and Technical, Professional and Officeworkers Association of Michigan (TPOAM) (together hereinafter referred to as the "Union").

ARTICLE I
RECOGNITION

1.1: Collective Bargaining Units. The County hereby agrees to recognize the Union as the exclusive collective bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the County in the following described units for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment:

All full-time and regular part-time employees employed by the County of Benzie including the assistant animal control officer. Excluding elected officials, chief deputies, sheriffs office employees, paramedics, animal control officer, employees employed in the office of the prosecuting attorney (with the exception of the victim advocate) building inspectors, court employees, guards, supervisors, department heads and one (1) confidential employee defined as the administrative assistant.

ARTICLE II
UNION SECURITY

2.1: Agency Shop. All present employees on the payroll of the County covered by this agreement who are members of the Union on the effective date of this agreement or who become members thereafter shall, as a condition of continued employment, maintain their membership in the Union for the duration of this Agreement. All employees covered by this agreement who are not members of the Union shall be required to pay to the Union a periodic monthly service fee an amount equivalent to the amount of the uniform dues levied by the Union for Membership, commencing thirty (30) days after the date of this agreement or on completion of the trial period, whichever is later.

All future employees who are covered by this agreement, upon completion of their trial period, must either become members of the Union or pay a service fee to the Union equivalent to the uniform dues levied by the Union for membership and all such employees shall, as a condition of continued employment, maintain their membership in the Union or continue said equivalent payments for the duration of this agreement.

2.2: Union Dues and Initiation Fees.

- A. During the term of this Agreement, the County agrees to deduct union membership dues or a service fee levied in accordance with the Constitution and By-laws of the Union from the pay of each employee who executes or has executed the following Authorization for Check-off Dues form:

AUTHORIZATION FOR CHECKOFF DUES

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earning, one of the following:

[] An amount established by the Union as monthly dues.

or

[] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to TPOAM.

By: Please Print

First name

M/Int.

Last name

Street number street name and direction

grievance procedure established in the Agreement, the steward shall notify their immediate supervisor. The president shall return to the job as promptly as possible and, upon returning, shall immediately report to their immediate supervisor. If it is impossible for a president to be relieved of duty upon request, the president shall be excused at the earliest possible time after proper arrangements have been made. The Union agrees to furnish the County, in writing, the name of its designated president, and alternate, if any.

3.2: Union Bargaining Committee. The employees covered by this Agreement shall be represented in collective bargaining negotiations by two (2) bargaining committee members, one of whom shall be the Union president. The Union president shall also function as provided in the grievance procedure, and shall be allowed reasonable time for that function without loss of pay.

ARTICLE IV
RIGHTS OF THE EMPLOYER

4.1: Management Rights. It is understood and hereby agreed that the County reserves and retains, solely and exclusively, all of its inherent and customary rights, powers, functions and authority of management to manage the County's operations, and its judgment in these respects shall not be subject to challenge. These rights vested in the County include, but are not limited to, those provided by statute or law, along with the right to make judgments as to skill and ability, schedule work, classify and reclassify employees, direct, hire, promote, use outside assistance, lay off employees or increase the size of the work force, transfer, assign, and retain employees in positions within the County consistent with the employees' ability to perform the assigned work, and the County shall also have the right to suspend, demote, discharge for just cause, or take such other disciplinary action which is necessary to maintain the efficient administration of the County, except as specifically limited by this Agreement. It is also agreed that the County has the right to determine the method, means and personnel, employees or otherwise, by which the business of the County shall be conducted and to take whatever action is necessary to carry out the duty and the terms of this Agreement. The County shall also have the power to make reasonable rules and regulations relating to personnel policies, procedures and

working conditions not inconsistent with the express terms of this Agreement. Where the Contract is silent, the personnel policy manual will apply. A copy of the policy will be provided to the Union president within five (5) working days prior to the effective date of any amendments being made.

ARTICLE V
GRIEVANCE AND ARBITRATION PROCEDURE

5.1: Definition of Grievance. A grievance shall be a complaint by an employee or the Union concerning the application and interpretation of this Agreement as written. An employee shall have the right to file a timely grievance if he believes the discipline or discharge was not for just cause.

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

- A. Step 1. An employee with a complaint shall notify his immediate supervisor within five (5) working days after the occurrence of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and his immediate supervisor. The employee has the option of having a Union representative present during this informal meeting. Every effort shall be made to satisfactorily settle the complaint in this manner. The immediate supervisor shall give his disposition within three (3) working days.

- B. Step 2. If the complaint is not satisfactorily settled by the verbal procedure, the complaint shall be reduced to a written grievance signed by the employee and the Union representative and presented to the County Clerk within ten (10) working days of the immediate supervisor's answer in the verbal procedure. Within ten (10) working days after receipt of the employee's written grievance, the County Clerk shall arrange a meeting between the Union and the Labor Sub Committee to discuss said grievance. The meeting shall be scheduled at a mutually agreeable time, which time shall not exceed ten (10) working days unless a longer time is mutually agreed upon. The

Labor Sub Committee of the Board of Commissioners may designate the County Clerk to act in their behalf to hear selected grievances. The Labor Sub Committee/County Clerk shall give a written answer to the Union affirming and granting the grievance or denying the grievance. If the committee or County Clerk is unable to answer the grievance, the matter shall be moved to the full County Board of Commissioners for a written answer. If the grievance is denied or the Labor Sub Committee or the Board of Commissioners fail to answer in a timely manner, the grievance may be submitted to arbitration hereinafter provided for in this agreement. The parties may waive the meeting by mutual agreement which will be communicated in written form.

5.3: Grievance Resolution. All resolutions of grievances must be approved by the Labor Sub Committee of the Board of Commissioners before they are binding on the County. If the Committee disagrees with the settlement at any stage in the grievance procedure, they will notify the Union in writing so that the Union may appeal the grievance in Step 2. When monetary approval is involved, the Board of Commissioners must approve any settlement before the agreement is binding on the County.

5.4: Time Limitation. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limit procedure is not followed by the Union, the grievance shall be considered settled in accordance with the County's last disposition. If the time procedure is not followed by the County, the grievance shall automatically advance to the next step, excluding arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.

5.5: Arbitration Request. In the event that the last step fails to settle the grievance, the Union may submit the grievance to arbitration by giving the employer written notice within thirty (30) days following the employer's answer.

5.6: Selection of Arbitrator. If a timely request for arbitration is filed by the Union on a grievance which is arbitrable, the parties shall promptly select by mutual

agreement one (1) arbitrator who shall decide the matter. If no agreement is reached, the arbitrator shall be selected from a panel of five (5) arbitrators from Michigan submitted by the Federal Mediation and Conciliation Service by each party alternately striking a name. The remaining name shall serve as the arbitrator. The arbitrator's decision shall be final and binding on the County, Union and employees. The fees and expenses of the arbitrator shall be paid equally by the Union and the County.

5.7: Arbitrator's Powers. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written, and shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the issue of arbitrability is raised, the arbitrator shall only decide the merits of the grievance if arbitrability is affirmatively decided. The parties acknowledge that the County retains all rights not otherwise abrogated under the express terms of the Agreement, as generalized in the Governmental Rights clause hereunder. If the grievance concerns the exercise of these rights which are not otherwise limited by the express terms of this Agreement, the grievances shall not be used during the life of this Agreement to resolve disputes which arise concerning the express provisions of this Agreement. Any awards of the arbitrator shall not be retroactive to any time prior to five (5) days before the date the grievance was first submitted in writing.

5.8: Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This clause shall not apply to any litigation in which the County is Plaintiff.

ARTICLE VI
STRIKES AND ILLEGAL ACTIVITY

6.1: No Strike Clause. Neither the Union nor any employee shall either directly or indirectly cause, attempt to cause, or participate in any strike of any sort whatsoever, either complete or partial, against the County, or engage in, either directly or indirectly, any complete or partial stoppage of work, walkout, slowdown or refusal to do reasonably assigned work or interfere in any manner with any of the normal operations of the County or in any conduct which causes or results in such interference during the terms of this Agreement.

6.2: Violation. Any employee who engages in any activity prohibited by Section 6.1 shall be subject to such disciplinary action as the County deems appropriate. The Union acknowledges that discharge is an appropriate penalty for the violation of Section 6.1.

ARTICLE VII
SENIORITY

7.1: Seniority. Seniority shall be defined as the length of continuous service of the employee commencing with the last date of hire. The application of seniority shall be limited to the preferences and benefits specifically recited in this Agreement. It is recognized that seniority arises only from this Agreement. Regular part-time employees who have been hired as full-time employees shall have their part-time seniority prorated in relationship to 2080 hours per year.

7.2: Probationary Period. A new hire employee shall acquire seniority back to their original date of hire after having served an initial probationary period of six (6) months. Regular part-time employees hired into a different classification than they were currently working shall serve an initial hire six (6) months probationary period after which they shall acquire seniority back to their original date of hire as defined in section 7.1.

7.3: Seniority List. An up-to-date seniority list shall be furnished to the Union each year.

7.4: Loss of Seniority. An employee's seniority with the County shall terminate, and the employment relationship shall end under the following conditions:

- A. If he/she quits, retires, or is discharged for just cause.
- B. Absence from work for three (3) consecutive working days without proper notification to the County.
- C. Failure to return to work within three consecutive (3) working days upon recall from layoff.
- D. Failure to return to work on the required date at the expiration of a leave of absence, or at the end of vacation leave, unless otherwise excused.
- E. He/she is on layoff status for a period of time equal to his/her seniority or twenty-four (24) months, whichever is less.
- F. The employee falsifies their employment application or intentionally falsifies other Employer records.
- G. He/she is convicted or pleads guilty or nolo contendere to a felony.
- H. If he/she is on leave of absence, including sick leave, for a period of twelve (12) months or for a period equal to the length of his/her seniority at the time such leave commenced, whichever is less.
- I. If while on an unpaid health leave of absence, sick leave, or while receiving worker's compensation benefits from the Employer, he/she accepts another full-time job, applies for and receives unemployment benefits, or goes into business for himself or herself.
- J. Worker's Compensation 24 months.

7.5: Layoff and Recall.

A. Layoff.

- 1. The word "layoff means a reduction in the work force.
- 2. Employees shall be laid off according to the following procedure:

- a. Special part-time and probationary employees within the affected classification within the affected Department will be laid off first, providing the remaining seniority employees can perform the available work with a training period not to exceed twenty (20) work days.
- b. Thereafter, seniority employees within the classification within the affected Department will be laid off according to their Department seniority, providing the remaining employees in the classification and Department can perform the available work with a training period not to exceed twenty (20) work days.
- c. When a seniority employee is removed from the classification within her/his Department as a result of a layoff, she/he may be allowed to bump a less senior employee in the Department in accordance with her/his Department seniority, providing she/he can perform the available work with a training period not to exceed twenty (20) work days and the remaining employees within the lower classification within the Department can perform the available work.
- d. Upon being laid off from her/his Department, an employee who so requests shall, in lieu of layoff, be permitted to take another position in another Department provided, however, she/he has more seniority than the employee she/he is to replace, and has the qualifications, training and ability to perform the required duties of the position. However, employees may not bump into positions in the County

elected officials offices (County Clerk, Register of Deeds, Treasurer, and prosecutors office) and employees from these offices may not bump into other departments. In this event, the employee shall be given a twenty (20) calendar day trial in which to qualify on her/his new job. The County shall give the employee every reasonable assistance to qualify. The time of qualification may be extended by mutual agreement between the Employer and the Union. Employees who change classifications in lieu of layoff shall be paid the salary in accordance with the years of service.

3. For purposes of this Article, the term "Department" means the Departments listed below:
 - a. County Clerk's Office;
 - b. Register of Deeds' Office;
 - c. County Treasurer's Office;
 - d. Equalization Department;
 - e. MSU Extension Office;
 - f. Maintenance Department;
 - g. Planning Department;
 - h. Building Department;
 - i. Prosecutor's Office;
 - j. Administrator's Office;
 - k. Animal Control.
4. Probationary employees shall be considered as terminated rather than laid off in the event of a reduction in the work force. There shall be no requirement for the County to rehire. In the event they are rehired at a later date, they shall then be treated for all purposes of this Agreement as a new employee.
5. Employees will be recalled in the reverse order of the layoff, providing the employee can perform the available work with a

training period not to exceed twenty (20) work days.

6. It is understood and agreed that the County Board of Commissioners has the sole right to select the classification(s) and departments in which the layoff(s) will take place.
 - 7 Employees laid off pursuant to this Article will have the option of taking their earned vacation days.
 8. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employers shall state with certainty at the time of solicitations the length of such layoffs. If the employee(s) shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above.
- B. Notification of Recall. Notification of recall from layoff shall be sent to employees by certified mail, return receipt requested. The notice shall set forth the date the recalled employee is expected to return to work. Employees who decline recall or who, in the absence of extenuating circumstances, fail to respond within three (3) working days of the date the notice was received by the employee (according to the return receipt) or the mail is returned, shall be presumed to have resigned, and their names shall be removed from seniority and preferred eligibility lists.

7.6: State and Federally Funded Employees. Those employees whose employment with the County is funded wholly or partially by State or Federal money may be terminated upon the cessation

of such State or Federal funding without recourse to the Agreement unless such termination is contrary to a specific provision of the enabling legislation.

7.7: Transfers from the Bargaining Unit. If an employee is transferred to a position under the County not included in the bargaining unit, and if in the County's discretion he/she is thereafter, within six (6) months, transferred again to a position within the bargaining unit, he/she shall have continued to accrue seniority for said six (6) months after which said seniority shall be frozen.

The above-noted seniority restrictions shall apply only for layoff, recall and the job-posting and bidding procedures.

7.8: Temporary Transfers. The County reserves the right to temporarily transfer an employee to assist in the required work of the County. An employee so transferred shall continue to receive his/her regular rate of pay and shall not have their compensation reduced. However, if an employee is temporarily assigned to perform the majority of his/her duties in a higher paying classification for a period of three (3) weeks or more in duration, the employee shall receive the lowest rate in the higher paying classification which is greater than their regular rate of pay.

7.9: Job Vacancies.

- A. All vacancies, and/or newly-created positions in the bargaining unit shall be posted for three (3) working days. The posting will state the minimum requirements for the position, a brief description of the duties and responsibilities and the rate of pay for the position. Employees who are interested in the position shall sign the posting within the three (3) working days. If the Employer awards the position to other than the most senior applicant, reason for the denial shall be given in writing by the department head and Chair of the Board of Commissioners to all bargaining unit applicants and Union President. If the Union and the most senior applicant

disagree with the reason, it shall be subject to the grievance procedure.

- B. Bargaining unit employees who apply and are awarded a posted position in a higher wage classification shall be placed on the wage schedule at a rate that is equal to or greater than the currently held position. Bargaining unit employees who apply and are awarded a posted position in a lower wage classification shall be placed on the wage schedule at the rate that reflects the employee's total years of continuous service. There will be a ninety (90) day trial period in effect for those members who transfer from one bargaining position to another. Employees may be returned to their previous position at any time during the trial period by the employer in its sole discretion, and neither the employee so assigned nor the Union shall have recourse through the grievance procedure over such reassignment.
- C. Part-Time. Part-time employees who are awarded a position in which they are serving that becomes full-time will have his/her accumulated hours in that position determine their entry level of pay for the newly created full-time position. For example, the employee may have accumulated enough hours to enter at a six month, one or two year level. The 60 day trial period will apply to a part-time employee whose job becomes full-time.

7.10: Leaves of Absence. Leaves of Absence may be granted in accordance with the provisions hereinafter provided in this Agreement. All leaves of absence shall be without pay, unless otherwise specifically provided. Leaves of Absence shall not be taken for the purpose of obtaining or working at other employment.

Seniority, unless otherwise provided in this Agreement, shall accrue during such leaves of absence for up to one hundred twenty (120) calendar days and shall be frozen until return to work. All benefits shall cease when on an authorized and approved leave of absence unless the employee elects to pay for such coverage.

7.11: Personal Leave. Personal leave of absence for a period of not to exceed thirty (30) calendar days may be granted at the discretion of the County. A request for a personal leave of absence shall be in writing and signed by the employee and shall state the reasons for the leave. Requests for personal leave should be filed at least thirty (30) calendar days before such leave is desired, except in emergency situations.

7.12: Military Leave. Any permanent employee who enters active service of the Armed Forces of the United States or in the United States National Guard or Reserve shall receive a leave of absence for the period of such duty. An employee returning from military service shall be re-employed in accordance with the applicable federal statutes.

7.13: Unpaid Family Leave.

A. General.

1. A regular non-probationary employee who has worked at least 1250 hours for the Employer in the past twelve (12) months shall be granted an unpaid personal leave of absence for a period not to exceed one (1) calendar year in the case of leave due to the employee's own serious health condition making them unable to perform the functions of their job, or twelve (12) weeks in any one (1) calendar year for any of the other reasons outlined below. All requests must be in writing, must give the reason for the request, must give the expected duration of the leave and must be approved by the Department Head. An unpaid family leave of absence shall be granted in the following cases.

- a. A serious health condition that makes the employee unable to perform the functions of his/her position;
- b. In order to care for the employee's spouse, child or parent if the person

being cared for has a serious health condition;

- c. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or
 - d. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
2. The Employer shall require employees to exhaust all accrued paid sick leave prior to an unpaid leave of absence under subsection 1 (a), above; and all accrued vacation leave prior to an unpaid leave of absence under subsections 1 (b), (c) and (d) above.
 3. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
 4. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.
 5. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.
 6. It is the intent of the Employer that this Agreement fully comply with the requirements of the Family and Medical Leave Act of 1993.

- B. Continuation of Benefits All family leaves of absence shall be without pay and benefits. The only exceptions to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved family leave of absence, and the Employer will retain full coverage for eligible employees under the Group Life Insurance Plan for up to six (6) months. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick leave, vacation leave, approved personal leaves, and family leave under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid leave for anytime period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during an unpaid family leave of absence after the periods noted above to the extent required by federal law. An employee will not accumulate vacation, sick leave, personal leave, nor be paid for holidays which may fall during the leave period. Such leave, up to a maximum of thirty (30) days, if granted, will be allowed and credited as continuous service, i.e. seniority continues for the thirty (30) days only.
- C. Reinstatement After Leave When a family leave of absence is granted for more than twelve (12) months in the case of a leave of absence under subsection 1 (a) above, or for more than twelve (12) weeks for leaves under subsection 1 (b), (c) and (d), the Employer does not guarantee that the employee will be reinstated in their former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer. However, every effort will be made to place the employee in a position for which he/she is qualified. If no positions are available, the employee will be placed on layoff status.

- D. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

1. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;
2. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days the employee shall provide such notice as is practicable.

- E. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

1. The date on which the serious health condition commenced;
2. The probable duration of the condition;

3. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 4. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 5. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 6. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 7. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
 8. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
- F. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee

obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

- G. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
- H. Subsequent Recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.
- I. Return-To-Work Certifications. The employee shall submit a medical certification as to the employee's ability to resume work after 1) all unpaid leaves in excess of thirty (30) days taken for the employee's health or injury reasons; 2) all unpaid leaves taken for the employee's mental health reasons; and 3) after any absence from work during which the employee received workers compensation benefits. Employees shall be provided specific notice that a return to work certificate is required when they go on unpaid leave, or when it is determined that the leave will require such a return to work certification.

7.14: Funeral Leave. All members covered by this Agreement may be allowed three (3) days as funeral leave, not to be deducted from sick leave, for death in the immediate family. "Immediate family" is defined as follows: mother, father, brother, sister, husband, wife, son, daughter, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandparent,

spouse's grandparent, grandchild and a member of the employee's immediate household. An employee must attend the funeral (or other memorial service held) to be eligible for funeral leave. If the funeral is held five hundred (500) miles or more away from Beulah, Michigan, one (1) additional day will be granted. An employee may elect to take two (2) additional days provided that said days are chargeable to sick leave.

7.15: Union Leave. An unpaid leave of absence not to exceed one (1) week may be granted to any employee to attend conferences or conventions of the Union, provided, however, that reasonable notice is given to the County and that such leave may be scheduled after giving due consideration to personnel requirements. The County will not unreasonably withhold the Union leaves of absence.

ARTICLE VIII
PAID SICK LEAVE

8.1: Paid Sick Leave.

- A. All employees covered by this Agreement shall accumulate sick leave at the rate of two-thirds (2/3) of one (1) day for each full month of employer compensated employment for a maximum total of 64 hours in one year.
- B. Sick leave days may be used for actual sickness, sickness in the immediate family of the employee, or medical appointments.
- C. In the event sick leave time exceeds three (3) days, the Employer may request a certificate from the employee's physician. In cases of suspected abuse, a request may be made in less than three (3) days absence.
- D. Converting paid sick leave.
 - 1. Annually, employees may elect to convert up to twelve (12) accumulated sick days, on a two-for-one basis, to vacation days, providing that a minimum balance of twelve (12) accumulated sick days is maintained.

2. The employee may elect annually to cash in at their then effective rate of up to eighty (80) hours of sick leave providing that a minimum balance of the equivalent of eight (8) accumulated sick days is maintained. The employee's election shall be made each December 1, and shall be paid that month.

E. Payment upon separation.

1. An employee who retires, or their beneficiary if they die while employed, shall be paid for any accumulation of sick leave up to a maximum of one-half (1/2) of sixty (60) unused sick leave days (30 days).
2. Fifty (50%) percent of all unused paid sick leave, up to a maximum of fifteen (15) days, will be paid to the employee upon resignation with two (2) weeks prior notice.
3. Upon the dismissal from employment, or if employee does not provide two (2) weeks notice of resignation, all unused sick leave shall be canceled and shall not be reinstated or paid for.

ARTICLE IX
HOLIDAYS

9.1:

- A. Holiday Pay. All employees shall receive one (1) day of pay at their straight-time regular rate of pay, exclusive of all premium pay, for each of the following recognized holidays, provided the employee is eligible under the rules established in this Agreement:

New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day

Veterans' Day
Thanksgiving
Day after Thanksgiving
Day before Christmas
Christmas Day
Day before New Year's

Should any of the above-noted holidays fall on a Saturday, it shall be recognized on the preceding Friday. Should a holiday fall on a Sunday, it shall be recognized on the following Monday.

In the event New Year's Eve and Christmas Eve fall on Friday, they shall be recognized on the preceding Thursday, and should they fall on Sunday, they shall be recognized on the preceding Friday.

- B. Personal Days. All employees shall be entitled to two (2) personal days each year, provided that such personal days shall be scheduled as far in advance as possible with the approval of their department head. Not more than one (1) person in a department may be gone on a personal day at any one time. The employee will be paid for personal days not used in the calendar year in January of the following year (effective January, 2010).

ARTICLE X
VACATIONS

10.1: Vacation Eligibility. Full-time employees of the County covered by this Agreement shall earn vacation leave with pay in accordance with the following schedule:

<u>Years of Service</u>	<u>Days of Vacation</u>
1 through completion of 4	10 days
5 through completion of 14	15 days
15 and over	20 days

An employee must work a minimum of 1,820 hours in the year immediately preceding his/her anniversary date in order to be eligible for a full vacation benefit as specified above in this section. If the employee works less than 1,820 hours in

that period, he/she shall be paid a pro rata vacation pay calculated by multiplying the pay in the schedule by a fraction which has the actual hours worked as the numerator and 1,820 as the denominator. For purposes of this section only, hours which were not worked due to recognized holidays, vacation, comp time, or paid sick leave will be counted as hours worked.

10.2: Vacation Schedule. Vacation requests should be made in advance as far as possible. Vacations will be scheduled at the convenience of the employee unless the time requested would cause undue hardship for the employee's department. The County reserves the right to require an alternate vacation request. In the event of a conflict between the Employer and employee over the requested dates, the Labor Sub Committee will resolve the issue as necessary.

10.3: Vacation Accumulation. Vacation time shall not accumulate from year to year but shall be taken as earned or lost. However, upon the approval of the employee's department head and the Labor Sub Committee, employees unable to utilize their accumulated vacation prior to their anniversary date may carry over their unused accumulations for up to a maximum of three (3) months.

10.4: Classification and Rates/Longevity. Listed in Appendix "A" and incorporated herein are the straight-time regular rates of pay for the respective job classifications. See Appendix "B" for longevity schedule.

10.5: Rates for New Classifications. The County may establish rates for new or substantially changed classifications and shall notify the local president before putting the new rate into effect. If the Union believes the new rate is unreasonable, it shall, within five (5) working days of such notification, give written notice of its desire to meet concerning the rate, and such meeting shall be held within two (2) weeks.

ARTICLE XI
HOURS OF WORK

11.1:

A. Workweek. For the purposes of this Agreement, the basic workweek shall be from Monday through Friday, inclusive, provided, however, the County

retains the right to schedule a custodian to work Tuesday through Saturday if that is considered necessary. Flexible workweeks may also be worked as provided in the parties' Letter of Understanding on Flexible Workweeks.

B. Definition of Full-Time, Part-Time and Temporary Employees and Substitute Employees.

1. **Regular Full-Time Employee** - A regular full-time employee is an employee who is working at least thirty-five (35) hours per week on a regular schedule. In the event of a reduction in the number of hours in the normal workday and/or workweek, employees who are thereby reduced but are working a minimum of thirty (30) hours per week shall continue to receive full-time benefits. The parties agree that the immediately preceding sentence does not apply to individual status changes from full-time to part-time.
2. **Regular Part-Time Employee** - A regular part-time employee is an employee who is working less than thirty-five (35) hours per week, but at least twenty-five (25) hours per week on a regular schedule. These employees are not entitled to benefits other than as specifically provided for part-time employees in this contract, and those benefits shall be on a pro-rata basis.
3. **Temporary Employees** - A temporary employee is an employee hired for a specific job of not more than one hundred and eighty (180) continuous days in duration.
 - a. The Employer may hire temporary employees and these employees will not be covered by the terms of the contract, however, they shall not be used in such manner as to replace, displace or reduce the non-overtime hours of bargaining unit employees.

- b. If a temporary employee is retained beyond the one hundred and eighty (180) day period, they shall attain seniority, unless the one hundred and eighty (180) days is extended by mutual agreement of the Employer and the Union.

- 4. **Substitute Employees** - A substitute employee is an employee hired to replace a regular employee on a leave of absence or vacation. These employees shall not be covered by the terms of this Agreement and may be retained for the duration of the leave.

- 5. **Special Part-Time Employees** - A special part-time employee is an employee who is working less than twenty-five (25) hours per week on a regular or irregular schedule. These employees shall not be covered by the terms of this agreement, but shall not be used in the manner to replace, displace or reduce non-overtime hours of bargaining unit members.

11.2: Overtime Work.

- A. Employees will work reasonable amounts of overtime upon request. Employees will be paid one and one-half (1 1/2) times their regular hourly rate of pay for all hours worked in excess of forty (40) hours in any workweek. Employees must receive written approval of their department head to work overtime, which approval will be then attached to the submitted time sheets. Paid holiday time shall be considered as time worked for the purpose of overtime. Employees required to work overtime may have sick leave considered as time worked for the purpose of overtime as approved by their supervisor. This latter clause will be effective upon ratification of the contract.

- B. Compensatory Time - The employees and department head may agree to compensatory time off instead

of overtime. Such time off shall be earned and paid at time and one half (1 1/2) for all hours in excess of forty (40) hours per week. An employee wishing to take time off by using accrued compensatory time must have prior approval from the Department Head before taking the desired time off. Compensatory time off requests shall not be unreasonably denied. Compensatory time may be accumulated to a maximum of forty (40) hours. Compensatory time will be used or paid at the 1 1/2 times rate within two pay periods after being accrued.

11.3: Lunch and Rest Periods.

- A. Lunch Period. Each employee shall receive a one (1) hour unpaid lunch period, except the custodian, who shall have one-half (1/2) hour unpaid lunch period. The Department Head and employee may agree to a one-half hour unpaid lunch break with the other unpaid half hour off occurring either at the beginning or the end of the day.
- B. Rest Period. Employees will be allowed two (2), fifteen (15) minute rest periods, with pay, each work day to be taken at their department's discretion.

ARTICLE XII
INSURANCE

12.1: Insurance.

- A. Health Insurance.
 - 1. Blue Cross/Blue Shield PPO 12/15 - No cost to the employee. The County reimburses the difference of the cost to the employee between either of these plans or another PPO plan to the level of coverage provided by the PPO-I Plan through an HRA.
 - 2. Blue Cross/Blue Shield PPO I - The employee pays the difference of the cost between this

plan and the PPO plan that the County elects for the particular year for the category he/she is in (single, 2-person, family).

3. Prescriptions. Change to Closed Formulary Brand Tier I - Generic and Tier 2 - Formulary Brand. \$10/\$40 plan with reimbursement to the employee to \$10. Drugs not on the Formulary will not be covered unless the prescribing physician and BCBS agree that the drug is medically necessary with no other effective substitutes. There will be a 90 day grace period to convert existing prescriptions to the new criteria (Tiers 1 and 2) where the prescribing physician will provide a substitute prescription. The County does agree to cover any exceptions after this process has been completed except for those that are considered the employee's choice to have the non-formulary brand.
- B. Dental and Vision Insurance. The County agrees to provide dental insurance coverage for full-time employees and their dependents equivalent to or better than 100-80-50-1000. The County also agrees to provide vision insurance for full-time employees and their dependents equivalent to the VSP 24/12/12 program.
- C. Premiums.
1. The Employer will not provide health insurance nor benefits for employees' dependent children beyond their 19th birthday nor any other dependent family members excepting spouse beyond their 19th birthday. If employees desire to obtain vision coverage for their dependents and/or health coverage for their dependents past the dependent's 19th birthday, they may obtain such coverage (if available) from the insurance carrier by paying the cost. This payment may be made by payroll deduction of the appropriate amount. The employee is

responsible for informing the County of any changes in coverage for his or her dependents. TPOAM employees and all other Benzie County employee will have consistent and equal health care programs.

2. Each year the Union and employer agree to meet to explore changes in the health insurance program which could lessen costs to the County and to the employee.

D. Duplicate Coverage.

1. A full-time employee who is eligible for health/dental/vision insurance via another source and who executes a County waiver form may elect not to be covered by the health/dental/vision insurance provided under this Section. The decision to waive coverage shall be made once per calendar year. In the event the employee elects to forego health/dental/vision insurance, the Employer shall pay the employee \$69.23 per pay period for those employees eligible for single subscriber coverage, \$138.46 per pay period for those employees eligible for two-person and \$161.53 per pay period for those employees eligible for family coverage.
2. In the event a husband and wife are both employees of the County, the payment provisions in lieu of health insurance coverage as stated under Subsection D.1. above shall be mandatory. Those Employees shall not be permitted to have double health insurance coverage. Employees losing medical coverage from their spouse shall notify the Employer in time so that the employee may re-enroll in a health care plan.

E. Short and Long Term Disability.

1. The Employer shall provide and pay the full premiums of short term and long term sickness and accident insurance for all full-time employees covered by this Agreement. The employee who is eligible shall receive, on the short-term disability plan, sixty-six and two-thirds percent (66 2/3%) of their normal weekly straight time wages for the first ninety (90) days. These benefits are subject to taxes under current IRS rulings.

The eligible employee shall receive, on the long term disability plan, 60 percent (60%) of their normal weekly straight time wages starting on the ninety-first (91st) day of disability which would continue as a benefit until age sixty-five (65). These benefits are also subject to tax under current IRS rulings.

2. Eligibility. Non-duty sickness and accident benefits shall be payable from the first (1st) day of disability due to accident and from the eighth (8th) day of illness. Employees shall not be eligible for sick or accident benefits for any period of disability for which they are eligible for and receiving benefits under a disability retirement plan, the Social Security Act, or Workers' Compensation. The parties expressly agree that the determination as to eligibility for benefits shall be governed by the terms of the respective short term and long term disability insurance policies and the insurance carrier's determination in these areas shall be controlling.
3. Continuation of Benefits. The employee will continue to receive all benefits while on short term disability (90 days) the same as if the employee were still working, including, but not limited to, sick time, vacation time, and retirement contributions.

Health Care. The County will agree to pay health insurance for up to one (1) year if an employee is on short/long disability term insurance. The one (1) year maximum is inclusive of FMLA leave time.

Employment Relationship. The employee's seniority and the employment relationship will continue for twelve (12) months from the start of an employee receiving sick and accident benefits and twenty-four (24) months for Workers' Compensation payments. Beyond the twelve (12) months and twenty-four (24) months, the Employer may terminate or otherwise remove the employee from employment.

4. Bridge. Employees may use sick, holiday, vacation, personal or any other paid time they have to bridge over and meet the eligibility requirements for short-term disability. Employees, upon request, may elect to use accumulated sick time in their banks before entering into short term disability. It is expressly understood that an employee may not use paid sick time and receive disability benefits for the same days of missed work.

- F. Regular Part-Time Employees. Regular part-time employees, as defined in Section 11.1B2, may participate in the Employer's Health, Dental, and Vision Insurance benefit plan, with the Employer contributing up to the single subscriber amount.

- G. Retirement. Employees who retire from active employment and were immediately eligible for retirement benefits may participate in County group health insurance at the retiree's cost.

- H. Life Insurance. The County agrees to pay the full cost of a twenty-five thousand dollar (\$25,000.00) group term life insurance coverage for all full-time employees. Full-time employees may purchase additional life insurance at their

own cost through payroll deduction through the County's cafeteria plan or the County's group term life carrier.

ARTICLE XIII
PENSION

13.1: Pension. The Employer pension plan shall be the Michigan Municipal Employees Retirement System of Michigan (MERS). The current benefit level is B-3 with the group having previously elected to buy to the B-4 level at the employee's expense.

13.2: Pension Level. During the life of this Agreement, the employees, by a simple majority vote, may elect as a group to purchase the pension improvement Plan of E-2.

ARTICLE XIV
SPECIAL CONFERENCES

14.1: Special Conferences. Special conferences for important matters of mutual concern may be scheduled at times mutually agreeable to the parties. Special conferences shall not be used for the purpose of additional collective bargaining. An agenda of the matters to be discussed shall be submitted by the party requesting the special conference and approved by the other party prior to the scheduling of such conference. Matters taken upon in the special conference shall be confined to those included in the agenda. Any request for a special conference shall be made by the Union President, in writing, to the Chairperson of the Personnel Committee.

ARTICLE XV
MISCELLANEOUS

15.1: Captions. The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

15.2: Bulletin Board. The County shall furnish reasonable bulletin board space for the purpose of posting Union notices.

The County reserves the right to police the bulletin board for offensive material.

15.3: Waiver. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

15.4: Time Clocks. The County reserves the right at any time to install time clocks and to establish reasonable rules concerning their use.

15.5: Subcontracting. The County reserves the right to subcontract to purchase any or all work processes or services when, in the determination of the County, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed elsewhere.

15.6: Closing of County Buildings. If a state of emergency because of snow is declared and the Government Center is closed, employees shall be paid for all lost hours. Payment for lost hours will also apply for other occurrences such as weather related events or power outages that necessitate the closing of the Government Center or one of its satellite buildings. Only the employees that work in the building and are affected by its closing will be compensated for lost hours.

15.7: Safety and Health Committees. The Union President may request meetings of the Board of Commissioners Health Committee and/or Safety Committee to discuss health and safety concerns. The Union President shall be notified of scheduled meetings of these committees upon request.

15.8: Discharge and Discipline.

A. Discipline. No employee shall be discharged or laid off for disciplinary reasons except for just cause. Any claim for an employee that he has been unjustly discharged or otherwise disciplined shall be processed through the grievance procedure beginning at step 2.

1. Disciplinary Notice. All employees shall have the right to be represented by their appointed representative or a steward at all disciplinary conferences or procedures.

2. Progressive Discipline. The employer acknowledges the desirability of use of the principles of progressive and corrective discipline where appropriate. The Union acknowledges, however, that progressive discipline need not be utilized for major or chronic offenses. Progressive discipline would typically be applied using the following format:

1st offense - oral reprimand memo
2nd offense - written reprimand
3rd offense - suspension
4th offense - discharge

While this is to be the typical steps, it is not intended to bar other progressive steps.

3. In imposing discipline on a current charge the Employer shall not consider any minor disciplinary actions which occurred more than two (2) years previously, unless directly related to the current charge.

B. Counseling. Counseling shall not be considered discipline, shall not be a part of the personnel file, and shall not be subject to the grievance procedure.

15.9: Physical Examinations.

- A. As a condition of the employee's return to work from sick leave, or a health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave, which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his or her health or safety or that of other employees or the public.

- B. Return to work certifications shall be provided by the employee's physician. If the Employer questions this certification, it may seek additional medical opinions as provided in Section 7.13F of this Agreement. All other examinations required under this shall be by physician of the Employer's choice, including an appropriate medical specialist selected by the Employer when deemed appropriate. The cost of such examination shall be borne by the Employer, unless otherwise covered by health insurance.

- C. In the event the Employer requires any employee to take a TB test or chest X-ray as a condition of employment, the Employer agrees to assume the cost of such test(s), to the extent not covered by insurance.

- D. If the employee is not satisfied with the determination of the designated physician of the Employer in the case of a return-to-work request, he/she may seek a third opinion under Section 7.13G of this Agreement. If the employee is not satisfied with the determination of the designated physician of the Employer as to any other examinations under this Section, he/she may submit a report from a doctor of his/her own

choosing. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor may agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties, except in cases in which the Employer's physician determines that the employee's return to work may endanger other employees or the public, in which case the Employer physician's determination shall control. The expense of any third physician shall be shared equally by the Employer and the employee, to the extent not covered by insurance.

- E. On the basis of such an examination under this Section, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

- F. Drug Testing. The Employer reserves the right to request an employee to take a test for illegal drug use in the event the Employer has a reasonable suspicion of such use. Failure to submit to such a drug test will be grounds for termination of employment. The Employer shall notify the Unit president whenever an employee is requested to take a drug test, unless the employee requests, in writing, that no such notification occur.

15.10: Privileged Information. Some positions may give employees access to personal information about individual employees or members of the public. Employees shall treat such information confidentially and discuss it only when pertinent to the business at hand, but not elsewhere. Breach of this policy is regarded as a very serious disciplinary offense.

15.11: Training. Travel time for work related training outside the office will be compensated in accordance with existing labor regulations.

15.12: Job Descriptions. As the County reviews and updates job descriptions for each Union position in each affected

Department or Office they will provide a copy to the union president.

15.13: Termination. This Agreement shall remain in force until midnight, September 30, 2012, and thereafter for successive periods of one (1) year unless either party shall, on or before the 60th day prior to expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29th day of September, 2009.

COUNTY OF BENZE

TECHNICAL, PROFESSIONAL AND
OFFICEWORKERS ASSOCIATION
OF MICHIGAN

CHAIRMAN, COUNTY BOARD
OF COMMISSIONERS

Patrick J. Spidell, Business Agent

County Clerk

President

County Treasurer

Negotiating Team

County Register of Deeds

County Prosecutor

Effective October 1, 2009 through September 30, 2010

<u>Title</u>	<u>Start</u>	<u>6 mths</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Field Appraiser I	11.54	12.22	12.91	13.23	13.56	13.93	14.62
Field Appraiser II	12.69	13.37	14.06	14.37	14.71	15.08	15.46
Secretary	11.37	12.04	12.46	12.93	13.48	13.67	13.99
Ast to Zoning Adm	11.54	12.22	12.91	13.23	13.56	13.93	14.62
Victim Advocate	11.37	12.04	12.46	12.93	13.48	13.67	13.99
Maint. Custodian	12.29	13.09	13.71	14.12	14.62	14.98	15.31
Asst. Animal Control	11.73	12.37	13.03	13.34	13.67	14.03	14.35

Effective October 1, 2010 through September 30, 2011

<u>Title</u>	<u>Start</u>	<u>6 mths</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Field Appraiser I	11.77	12.46	13.17	13.49	13.83	14.21	14.91
Field Appraiser II	12.94	13.64	14.34	14.66	15.00	15.38	15.77
Secretary	11.60	12.28	12.71	13.19	13.75	13.94	14.27
Ast to Zoning Adm	11.77	12.46	13.17	13.49	13.83	14.21	14.91
Victim Advocate	11.60	12.28	12.71	13.19	13.75	13.94	14.27
Maint. Custodian	12.54	13.35	13.98	14.40	14.91	15.28	15.62
Asst. Animal Control	11.96	12.62	13.29	13.61	13.94	14.31	14.64

Effective October 1, 2011 through September 30, 2012

<u>Title</u>	<u>Start</u>	<u>6 mths</u>	<u>1 year</u>	<u>2 years</u>	<u>3 years</u>	<u>4 years</u>	<u>5 years</u>
Field Appraiser I	12.01	12.71	13.43	13.76	14.11	14.49	15.21
Field Appraiser II	13.20	13.91	14.63	14.95	15.30	15.69	16.09
Secretary	11.83	12.52	12.96	13.45	14.02	14.22	14.56
Ast to Zoning Adm	12.01	12.71	13.43	13.76	14.11	14.49	15.21
Victim Advocate	11.83	12.52	12.96	13.45	14.02	14.22	14.56
Maint. Custodian	12.79	13.62	14.26	14.69	15.21	15.59	15.93
Asst. Animal Control	12.20	12.87	13.56	13.88	14.22	14.60	14.93

APPENDIX B

<u>LONGEVITY</u>	<u>EFFECTIVE</u>
5 through 7 years of service	01-01-2002 \$300.00
8 and up years of service	\$500.00
On the 9th and succeeding years	An additional \$30 per year for each year

Longevity payments shall be made by separate check on the first pay period following the employee's anniversary date.

LETTER OF UNDERSTANDING
BETWEEN
BENZIE COUNTY
AND
TPOAM

The County and the Union agree that the assistant to zoning administrator position in the Planning Department has responsibility as the recording secretary for the Planning Commission and the Zoning Board of Appeals (ZBA). Attendance at meetings for these committees may be required and the payment of overtime will be authorized by the Department Head and monitored by the County Clerk.

COUNTY OF BENZE

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Negotiating Team

County Register of Deeds

County Prosecutor

LETTER OF UNDERSTANDING
BETWEEN
BENZIE COUNTY
AND
TPOAM

FLEXIBLE WORK WEEK

When it is agreed upon between the appropriate Elected Official, or Department Head, the Union President and the Employee affected, an employee shall be able to work their forty (40) hour week differently than five (5) days consisting of eight (8) hours each.

The employee is required to work forty (40) hours per week and shall not receive overtime pay unless his/her work hours exceed forty (40) in one week. An employee shall not work more than twelve (12) hours in one day.

For the purposes of computing absences, vacation, sick, personal business time or other paid time off, actual hours of absence shall be reported on the employee's time sheet. If this Letter conflicts with other contract language because of unforeseen causes, the Labor Sub Committee and the Union shall have the authority to mutually agree to establish the language to correct this Letter of Understanding.

The parties further agree to the following. .

1. Denial of request for this Flexible Work Week for any reason shall not be a subject to the grievance procedure.
2. Because the implementation of this Flexible Work Week will require more cooperation among all members of Elected Offices or Departments, there shall be no claims of out-of-classification pay as a result of this increased interdependence.
3. That the agreement for the Flexible Work Week be made in as timely manner as possible but no later than the Friday before the week that the flexible period is supposed to occur.

FLEXIBLE WORK WEEK SCHEDULE

In accordance with the Flexible Work Week Letter of Understanding, it is agreed that said employee shall be on the following work schedule:

For the Period: _____

The forty hour work week is as follows and with the following conditions:

- the overtime rate will be paid only for hours worked in excess of 40 hours per week
- the employee shall not work more than twelve hours in one day

Monday	From	am	To	pm
Tuesday	From	am	To	pm
Wednesday	From	am	To	
Thursday	From	am	To	pm
Friday	From	am	To	pm

Employee's signature

Classification and Department

County Clerk's signature

Title

Elected Official/Dept Head

Title

TPOAM president

Date