

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**COUNTY OF WEXFORD**

**AND**

**TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF MICHIGAN  
(SUPERVISORY)**



**1-1-07 to 12-31-09**



AGREEMENT

Between

COUNTY OF WEXFORD

and

TECHNICAL, PROFESSIONAL AND OFFICeworkERS  
ASSOCIATION OF MICHIGAN  
(TPOAM)

~~Circuit~~ Court Unit

Effective: January 1, 2007, through December 31, 2009

AGREEMENT

This Agreement shall be effective upon execution of the parties and is by and between the COUNTY OF WEXFORD, hereinafter referred to as "Employer" and TECHNICAL, PROFESSIONAL AND OFFICEWORKERS, ASSOCIATION OF MICHIGAN, hereinafter referred to as the "Union."

ARTICLE 1  
PURPOSE AND INTENT

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

1.2: The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing a proper service to the community. To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees covered by this Agreement.

ARTICLE 2  
RECOGNITION

2.1: Pursuant to and in accordance with all application provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full-time, regular part-time and permanent part-time employees of the Employer included in the classifications listed in the attached Schedule "A."

2.2: 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 or discriminate against an employee in regard to such matters.

2.3: Membership in the Union is separate, apart, and distinct from the assumption by one of his/her equal obligation to the extent that he/she received 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 in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of equal benefit contained in this Agreement.

2.4: In accordance with the provisions set forth under this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for probationary employees, the payment shall start thirty-one (31) days following the date of employment.

2.5: If any provision of this Article is invalid under either federal or state law, such provision shall be modified to comply with the requirements of federal or state law or shall be renegotiated for the purpose of adequate replacement.

2.6: It is further agreed that the Union shall defend, indemnify, and save the Employer harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the provisions of the initiation fees, dues, collection or agency initiation dues, as herein or hereafter provided.

### ARTICLE 3 EMPLOYER RIGHTS

3.1: Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its department and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter

its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The County also retains the right to use volunteers or interns who receive no compensation from the County to perform work, or assist in work, performed by unit members; but, the use of volunteers or interns shall not result in layoff of unit members nor result in a failure to fill a vacant position. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

3.2: Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

#### ARTICLE 4 AGENCY SHOP, PAYROLL DUES DEDUCTIONS

4.1: 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 or discriminate against an employee as regards such matters.

- A. Accordingly, it is fair that each employee in the bargaining unit may pay his/her own way and assume his/her fair share of the obligation, along with the grant of equal benefit contained in this Agreement, including dues and initiation fees.
- B. In accordance with the policy set forth under paragraph (a) of this Section, all employees in the bargaining unit shall, as a condition of employment, pay to the Union, the employee's exclusive collective bargaining representative, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to the Union's regular and usual initiation fees, and its regular and usual dues. For present regular

employees, who have been employed for thirty-one (31) days with the first payroll period after contract ratification.

- C. If any provisions of this Article are invalid under Federal Law, or the Laws of the State of Michigan, such provision shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

4.2: During the period of time covered by this Agreement, the Employer agrees to deduct from the pay of any employee all dues and/or initiation fees of Local No. 214 provided, however, that the Union presents to the Employer authorizations, signed by such employee, allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

- A. Amount of initiation fee and dues will be certified to the Employer by the Secretary-Treasurer of the Union.
- B. Monthly agency fees and initial agency fees will be deducted by the Employer and transmitted to the Union as prescribed above for the deduction and transmission of Union dues and initiation fees.

4.3: The Union agrees to defend, indemnify and save the Authority 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; or in reliance on any list, notice, certification or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

4.4: An employee required to pay the service fee established who fails to pay the service fee is subject to discharge. The Union may request the discharge of an employee who is sixty (60) days or more in arrears of payment of the service fee by notifying the Employer of the Union's intent to require enforcement of Section 1. This notification shall be in writing, signed by a non-employee representative of the Union and must include verification of non-payment of the service fee. The Employer shall deliver to the employee concerned a copy of the notification within five (5) working days of its receipt by the Employer. An employee who has not paid, tendered payment or made arrangements satisfactory to the Union for payment of all service fee arrearages within thirty (30) days of receipt of a copy of the notification from the Employer shall be terminated, provided, however, that should any employee be contesting their obligation to pay the service fee or the proper amount of the service fee in a legal forum, the employee shall have an additional thirty (30) working days beyond the time that the decision of the forum becomes final within which to pay, tender

payment or make arrangement satisfactory to the Union for payment of all service fee arrearages before the employee is subject to discharge.

ARTICLE 5  
NO STRIKE/NO LOCKOUT

No Strike Pledge. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

No Lockout. The Employer agrees not to lockout bargaining unit members or prevent bargaining unit members from reporting to work.

ARTICLE 6  
STEWARDS

The Employer recognizes the right of the Union to designate a Steward and an Alternate Steward. Once the Steward and Alternate Steward are selected, their names will be submitted to the Employer.

The authority of the Steward shall be limited to and shall not exceed the following duties.

1. The investigation and presentation of grievances in accordance with the provisions of the grievance procedure.
2. The transmission of such messages to management and information which shall originate with and is authorized by the Local Union or its officers; provided such messages and information:
  - (a) Have been reduced to writing or where necessary, presented verbally.
  - (b) The Steward may be excused from regular work assignments for the purpose of grievance investigation upon obtaining prior approval from the manager or his/her designee. The Steward shall complete grievance investigations as quickly as possible and in such a manner so as to not interfere with the performance of work of other employees. Reasonable requests for grievance investigation will not be denied.



ARTICLE 7  
GRIEVANCE PROCEDURE

7.1: Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provisions alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to the department head. Within five (5) working days after receiving the written grievance from the employee, the department head shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head. The department head does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

Step 2. The Union may appeal the decision of the department head to the County Administrator. The request for the appeal to the County Administrator must be made in writing within five (5) working days after the answer given in Step 1. The County Administrator shall respond to the grievance within five (5) work days following receipt of the grievance appeal.

Step 3. In the event the grievance is not satisfactorily settled, the Union shall have the authority to submit the grievance to binding arbitration within ten (10) days after receiving the Employer's Step 2 answer. Should the Union decide to arbitrate a grievance, the grievance shall be filed with the Federal Mediation and Conciliation Service, requesting a list of seven (7) Michigan arbitrators, whose rules shall govern the arbitration process. Compensation for and the expenses of the arbitrator shall be borne by the non-prevailing

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SIGNATURE COPY

party as determined by the arbitrator. The arbitrator shall have no authority to add to, subtract from, change, or modify any provisions of this Agreement, but shall be limited solely to the interpretation and application of the specific provisions contained herein.

7.2: When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

7.3: 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.

ARTICLE 8  
DISMISSAL PROCEDURE AND SUSPENSION

Dismissal and suspending shall only be for just cause subject to the grievance procedure with the employee having the right to provide a defense against any and all charges. An employee may be suspended with or without pay on a case by case basis and subject to discharge or suspension pending an investigation and meeting between the Employer and Union representative.

ARTICLE 9  
WORK RULES

The Employer and Co-employers reserve the right to promulgate and publish from time to time additional work rules and regulations not inconsistent with this Agreement. The Employer shall provide the Union President with a copy of such work rule or regulation. The Union shall have the right to grieve the a work rule or regulation established by the Employer solely on the basis that the work rule or regulation violates the express terms of this Agreement and provided the Union objects within thirty (30) days after the rule or regulations are provided to the Union President.

ARTICLE 10  
SENIORITY

10.1: Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire in a bargaining unit position, excluding leaves of absence of more than twenty (20) consecutive days.

10.2: Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged and is not reinstated;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony;
- D. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- E. If he/she has been on layoff status for a period of eighteen (18) months or the length of his/her seniority, whichever is less;
- F. If he/she fails to report for work within five (5) days following notification of recall mailed or delivered to his/her last known address;
- G. If he/she fails to inform the Employer within two (2) working days following receipt of notification of recall that he/she intends to return to work for the Employer;
- H. If he/she makes an intentionally false statement on his/her employment application;
- I. If he/she has been on leave of absence including a sick or worker's compensation leave, for a period of eighteen (18) months or for a period equal to the length of his/her seniority at the time such sick leave or worker's compensation leave commenced, whichever is less.

ARTICLE 11  
NEW CLASSIFICATIONS

11.1: Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objections is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer.

ARTICLE 12  
LAYOFF AND RECALL

12.1: Layoffs shall be determined by classification. In reducing the work force, the last employee hired or transferred in the classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. The Union and Employer recognize that there may only be one (1) person in each classification affected by the layoff. Therefore, if there is only one (1) employee in the classification and a layoff occurs, that employee will automatically be laid off. The laid off employee may bump a less senior employee in a lower paid classification in that department.

12.2: In the event of a layoff, an employee so laid off shall be given five (5) days written notice of layoff by mail or in person with a copy to the Union. In the event of recall, five (5) days notice mailed or delivered to his/her last known address shall be made. In the event the employee fails to return to work within that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement. It is the responsibility of the employee to keep the Employer informed of his/her last known address.

ARTICLE 13  
PROBATIONARY EMPLOYEES

All new employees shall be considered to be on probation and shall have no seniority for the first six (6) months of employment following their first day of work for the Employer. An employee's probationary period shall be extended a day for every day not worked. Until an employee has completed the probationary period, he may be disciplined, laid off, recalled, terminated or discharged

at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance and Arbitration Procedures set forth in this Agreement. There shall be no seniority among probationary employees.

Probationary employees who accept employment within a different county office/department commence probationary status anew in the old position.

ARTICLE 14  
JOB POSTING

14.1: Posting Period. Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. The Employer may, simultaneously, post for candidates outside the County. Employees interested shall apply in writing within the Employer designated posting period. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

14.2: Qualifications. The posting shall list the qualifications for the position.

14.3: First Consideration. Internal "non-probationary" candidates shall be considered first.

14.4: Trial Period. There shall be a sixty (60) day trial period. The Employer may return the unit member to his former position within the trial period.

ARTICLE 15  
SCHEDULED HOURS

15.1: Normal work hours shall be seven and one-half (7-1/2) hours per day, thirty-seven and one-half (37-1/2) hours per week, excluding a daily one (1) hour unpaid lunch period. If an employee is required to work over thirty-seven and one-half (37-1/2) hours per week, but less than 40 hours per week, that employee shall be compensated in compensatory time. The compensatory time is given on a straight time basis and shall be taken within sixty (60) days.

15.2: Break periods shall consist of one (1) hour for lunch, and two (2) fifteen (15) minute break periods when the unit member's schedule permits. Unit members who work through lunch periods as required by the Employer shall be afforded compensatory time within the current pay period. Breaks not taken shall not accumulate nor be used to modify an employee's work schedule.

15.3: Overtime. The Employer has the right to schedule overtime as required. Time and one-half (1-1/2) shall be paid for all hours worked in excess of forty (40) hours in a week.

15.4: Call-in Pay. An employee called in to work at a time other than their regularly scheduled shift shall be paid for two (2) hours or the actual time worked, whichever is greater, at time and one-half (1-1/2) their regular straight time rate of pay. This section shall not apply to employees who are called in to begin work prior to the start of their regular shift and who work continuously into their shift, provided the employee is permitted to work his scheduled hours of work for that day.

15.5: If an employee is assigned to do work of a higher paid classification, that employee receives the higher rate of pay for those hours worked, after the following condition:

- A. If the assigned work continues after forty-five (45) calendar days, then that employee receives the higher rate of pay commencing on the forty-sixth (46th) day.
- B. The employer has the right to distribute work assignments of the employee who is on leave among other employees within the department.

It is agreed that if a dispute arises over this work assignment, all parties agree to meet first with the county administrator to discuss the resolution of this dispute before the grievance procedure is followed. It is also agreed by the Employer and the employee that the grievance procedure time limits are waived and if the dispute is not resolved in ten (10) working days the employee may commence the grievance procedure.

ARTICLE 16  
LEAVES OF ABSENCE

16.1: Family Medical Leave Act.

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request an unpaid personal leave of absence for the reasons set forth below. An eligible employee is entitled to a total of twelve (12) work weeks of leave in one "rolling" 12-month period measured backward from the date an employee uses any leave. 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 County Administrator or his designee. A personal leave of absence may be granted in the following cases:

- (1) A serious health condition that makes the employee unable to perform the functions of his/her position;

- (2) In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
  - (3) 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;
  - (4) Because of the birth of a son or daughter of the employee and in order to care for such son or daughter; or
- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
  - C. 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.
  - D. 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.
  - E. 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.
  - F. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993. The provisions of this section are supplemented by the Employer's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act which statute and regulation shall supersede any section or provision noted above which is in conflict.
- 1. Continuation of Benefits. All personal leaves of absence shall be without pay and benefits. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and 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 leave of absence under conditions (1), (2), (3) or (4) listed in Section A above. 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 time (except under conditions (3) or (4) listed in Section A above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any time 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 approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3) or (4) of Section A is granted for more than twelve (12) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her 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.
  
3. 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:

- a. 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;



- b. 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.
4. Unpaid Personal Leave. Employees may be granted an unpaid personal leave if approved by the Employer, including, but not limited to a leave to attend an educational institute, or for other reasons deemed appropriate by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the Department Head or elected official. Such requests shall state the reason for the leave and, if approved, shall be signed by the County Administrator Department Head or elected official.
5. 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:
  - a. The date on which the serious health condition commenced;
  - b. The probable duration of the condition;
  - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
  - d. 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;
  - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
  - f. 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;

- g. 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
  - h. 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.
6. 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.
  7. 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.
  8. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

16.2: Sick Leave. Unit members shall accumulate six (6) hours per month without limit. At the end of each calendar year, all accrued, unused sick leave in excess of twelve (12) days shall be paid in December at 100% of the employee's straight rate. Sick leave is to be taken in a minimum of one (1) hour increments. Sick leave is to be used for illness of unit members or their spouse or child living at home. The Employer shall pay unused sick time at the rate of 50% for employees who voluntarily leave with two (2) weeks' notice.

16.3: Bereavement. An employee shall be granted up to three (3) consecutive days' leave to attend the funeral for a death which occurs in the employee's immediate family. An employee who loses work from his regularly scheduled hours shall receive his regular rate for such lost time for the funeral leave. "Immediate family" shall mean the employee's spouse, children, mother, father, sister, brother, grandparents, stepchildren, stepmother, stepfather, father-in-law, mother-in-law, sister-in-law, brother-in-law, grandparents of an employee's spouse, and the spouse(s) of the employee's, children. An additional two (2) consecutive days' leave will be granted if the funeral for the member of the "immediate family" involved is held at a location outside the State of Michigan. Such additional time will be without pay. In instances where the burial is on a date different from the funeral, the days may be split to allow attendance at both the funeral and the burial.

16.4: Unpaid Personal Leave. Employees may be granted an unpaid personal leave if approved by the Employer. Requests for personal leaves shall be in writing, signed by the employee, and given to the Department Head or elected official. Such requests shall state the reason for the leave and, if approved, shall be signed by the Department Head or elected official.

16.5: Paid Personal Days. Employees covered by this Agreement shall be allowed three (3) personal days of absence with pay each calendar year. All requests for a personal day leave of absence must be made to the employee's Department Head, or designated representative, seven (7) calendar days in advance of the date requested, whenever possible, and the Employer will make every effort to notify the employee on the same day the request is made regarding whether the request is granted and, in any event, no later than three (3) calendar days following the request. A request for a personal leave day may be denied if the absence of the employee would unreasonably interfere with the services required to be performed by the Employer. Personal days will not accumulate from year to year and will have no monetary value upon separation from employment with the Employer for whatever reason.

16.6: Jury Duty. In the event a full-time employee is summoned for jury duty or as a witness in a case in which the employee is not a party, a paid leave of absence shall be granted for that purpose. The Employer will pay the employee their normal wage for that period of time required for said duty. Any monies or fees received by the employee shall be turned into the Employer.

16.7: Military Leave. Military/reserve leave shall be provided in accordance with applicable law.

16.8: Long Term Leaves. The Employer may grant an unpaid leave of absence for up to one (1) year after sick and vacation has been exhausted for long term illness, or recovery from an injury. Health insurance shall continue for the duration of the leave, not to exceed one (1) year.

16.9: Medical Verification. The Employer reserves the right to require medical verification for any leaves taken under this Article for medical reasons.

#### ARTICLE 17 INSURANCE BENEFITS

17.1: Hospitalization Care Insurance. The Employer shall make available a group insurance plan covering certain hospitalization, surgical, and medical expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no health care insurance coverage available through programs under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Schedule B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

17.2: Dental Care Insurance. The Employer shall make available a group insurance plan covering certain dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all full-time employees who elect to participate in the insurance plan and who have no dental care insurance coverage available through programs

under which their spouse or dependents are eligible to participate. The insurance program currently provides the coverages listed on Schedule B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Eligible full-time employees may participate in the group insurance program no earlier than the first (1st) day of the premium month following the commencement of employment with the Employer in a full-time position or at a date thereafter that may be established by the insurance carrier. Eligible employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent and make arrangements satisfactory to the Employer for the payment of the employee's portion of the monthly premium, if any.

17.3: Payment of Employee Hospitalization and Dental Care Insurance Premiums. The Employer agrees to pay the following cost each month for single subscriber, two-person and family coverage for eligible employees who elect to participate in the hospitalization and dental base insurance plan:

	2008 "rates"
One Person Coverage	\$310.20
Two Persons Coverage	\$672.43
Family Coverage	\$949.92

Between January 1, 2009 and April 30, 2009 employees shall pay 7% of the 2008 rates up to \$75.00 per month.

Effective May 1, 2009 the maximum sums paid by the Employer shall be increased by up to 5% over the rates paid by the Employer for the previous 12 month period. Employees shall pay, through payroll deduction, either a. 7% of the 2009 rates, or b. the increase in the rates above the levels paid by the Employer, whichever is greater. However, for 2009 the maximum an employee will pay is \$75.00 per month.

17.4: Payment in Lieu of Health Insurance. Full-time employees who elect not to enroll in the group medical insurance plan because they are eligible for coverage through another plan available to their spouse or dependents will be eligible to receive an additional monthly compensation based upon their medical care coverage eligibility status. Establishing the compensation levels for such payments in lieu of coverage is a management right but shall not be less than:

Single	\$50.00 per month
Two Person	\$60.00 per month
Family	\$70.00 per month

This additional compensation shall be paid to the employee once each month in the second pay period of such month. In the case of retirement or voluntary termination that occurs prior to the second pay period, the payment will be pro-rated as it relates to the full monthly period; i.e., one week equals 25%.

It is the understanding of both the Union and the Employer that compensation in lieu of Health Insurance is not available to spouses who are both employed by the Employer.

17.5: Provisions of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance and Arbitration Procedures established under this Agreement.

17.6: Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers providing the benefits stated in Sections 1 and 2, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of such benefits remains the same.

17.7: Term Life Insurance. All full-time employees shall be eligible for term life insurance coverage in an amount of Fifteen Thousand Dollars (\$15,000.00) after completion of the waiting period in effect. The specific terms and conditions governing the term life insurance coverage are set forth in detail in the master policy or policies issued by the carrier or carriers. The Employer agrees to pay the total premiums required for eligible employees.

17.8: Continuation of Insurance Premium Payments.

- A. There shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on a leave of absence, retire, or are otherwise terminated beyond the month in which such leave of absence, retirement, or termination commenced or occurred; provided, however, if an employee covered by this Agreement is on a sick leave of absence and is receiving sickness and accident insurance benefits, the Employer agrees to continue its applicable insurance premium coverage for a period of twelve (12) months, not counting the month in which the sick leave commenced.
- B. If an employee covered by this Agreement is laid off, the Employer agrees to continue its applicable insurance premium coverage for a period of one (1) month, not counting the month in which the layoff commenced.

- C. If an employee covered by this Agreement is on a workers compensation leave, the Employer agrees to continue its applicable insurance premium coverage for a period of six (6) months, not counting the month in which the workers compensation leave commenced.

17.9: Sickness and Accident Insurance. As soon as possible after ratification, the Employer shall obtain and pay the required premiums for a sickness and accident insurance program for those full-time employees occupying a classification covered by this Agreement. Employees who become totally disabled and prevented from working from remuneration or profit and who are otherwise eligible shall receive from the Employer's insurance carrier weekly indemnity payments consisting of seventy percent (70%) of their normal gross weekly wages. These benefits shall be payable from the first (1st) day of disability due to accidental bodily injury or hospitalization or from the eighth (8th) day of disability due to sickness, for a period not to exceed fifty-two (52) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation paid under a retirement plan, the Social Security Act, or any Workers' Compensation Act.

17.10: The Employer shall make available to the employees a vision insurance plan and the plan will be paid for by the employee.

ARTICLE 18  
RETIREMENT

18.1: Retirement Plan. All full-time employees of the Employer within this collective bargaining unit shall participate in Plan B-3 of the Michigan Municipal Employees' Retirement System. The Employer shall contribute their percentage up to plan B-2. The employees will pay any additional percentage to upgrade to plan B-3. The specific terms and conditions governing the retirement plans are controlled by the statutes and regulations establishing the Michigan Municipal Employees' Retirement System.

18.2: If the collective bargaining agreement is not signed by July 1 after the expiration of this Agreement, and an employee retires from County employment after July 1, that employee will receive any pension improvement and/or retroactive pay.

ARTICLE 19  
HOLIDAYS

19.1: All employees shall be entitled to the following holidays off with either four (4) or seven and one-half (7-1/2) hours' pay providing the employee worked the last scheduled work day prior to, and following, the holiday.

New Years Eve Day  
Independence Day  
New Years Day  
Labor Day  
Martin Luther King Day  
Veteran's Day  
President's Day  
Thanksgiving Day  
Good Friday Afternoon  
Day after Thanksgiving  
(from 12:00 noon)  
Christmas Eve Day  
Memorial Day  
Christmas Day

19.2: Holiday Eligibility. Eligibility for holiday pay is subject to the following conditions and qualifications:

- A. The employee must work his scheduled hours on the Employer's last regularly scheduled workday before the holiday and on the Employer's first regularly scheduled workday after the holiday, unless otherwise excused by the Employer. Use of sick time does not, in and of itself, constitute an Employer-excused absence.
- B. The employee must be on the active payroll as of the date of holiday. For purposes of this section, a person is not on the active payroll of the Employer during unpaid leaves of absences, layoffs, while receiving workers' compensation for more than twelve (12) consecutive months, or on a disciplinary suspension.

An otherwise eligible employee who is required to work on a recognized holiday but fails to report and work the scheduled hours shall not receive any holiday pay for such holiday, unless otherwise excused by the Employer. Use of sick time does not, in and of itself, constitute an Employer-excused absence.

19.3: Holiday Celebration. When New Years Day and Christmas Day fall on a Saturday, they will be celebrated on the preceding Friday and Christmas Eve and New Years Eve will be celebrated on the preceding Thursday. Whenever Christmas Eve, New Years Eve or Independence Day falls on a Saturday, they will be celebrated on the preceding Friday. When Christmas Day, New Years Day or Independence Day fall on a Sunday, they will be celebrated on the following Monday. When Christmas Eve and New Years Eve falls on a Sunday, they will be celebrated on the following Monday and Christmas Day and New Years Day will be celebrated on the following Tuesday. This Section shall apply only to employees who normal schedule of work is Monday through Friday, and those employees



working on other schedules will celebrate the holiday on its actual date.

19.4: Holiday Pay. Eligible employees working on a thirty-seven and one-half (37-1/2) hour work week shall receive seven and one-half (7-1/2) hours of holiday pay for each recognized full day holiday and four (4) hours of pay for each recognized half day holiday. Eligible employees working more than a thirty-seven and one-half (37-1/2) hour work week shall receive eight (8) hours of holiday pay for each recognized full day holiday and four (4) hours of pay for each recognized half day holiday. All holiday pay shall be at the employee's straight time regular rate of pay. Eligible employees required to work on a recognized holiday shall receive holiday pay in addition to pay at their straight time regular rate of pay for all work performed on the holiday. For purposes of this section, a holiday shall be deemed to begin at 12:00 a.m. and shall end twenty-four (24) hours later.

19.5: Holiday During Vacation. In the event that a holiday should occur during an otherwise eligible employee's vacation period, the employee shall be paid for the holiday and the day will not be charged against accrued vacation leave.

ARTICLE 20  
VACATIONS

20.1: Vacations. All full-time employees shall be granted vacation leave with pay and benefits based upon their length of continuous service with the Employer in accordance with the following:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
1 year	2 weeks
5 years	3 weeks
10 years	4 weeks
20 years	5 weeks

Vacation leave accrues on a yearly basis and is credited to eligible employees each year on their anniversary date, based upon their years of continuous service with the Employer as of their anniversary date.

A day of vacation shall equal seven and one-half (7 1/2) hours at the employee's regular hourly rate of pay for full-time employees.

20.2: Vacation Eligibility. In order to be eligible for full vacation benefits, an employee must have worked for the Employer during the twelve (12) months immediately preceding their anniversary date for a total of at least 1,400 straight time hours. Should any employee fail to qualify for a vacation in accordance

with the foregoing plan solely because of the requirement as to hours, he shall receive a percentage of his vacation pay on the basis of his hours actually worked according to his length of service, in accordance with the following schedule, provided he works a minimum of 420 hours:

<u>Number of Hours</u>	<u>Percentage of Vacation Pay</u>
420-559	30%
560-699	40%
700-839	50%
840-979	60%
980-1,119	70%
1,120-1,259	80%
1,260-1,399	90%

20.3: Vacation Scheduling.

- A. Employees may schedule time off for their vacation during the twelve (12) months following the vacation determination date each year upon proper notice as determined by the Employer's rules, provided that, in the opinion of the Employer, such time off does not unreasonably interfere with efficient operation and the Employer's obligations to the public generally.
- B. Vacation requests must be submitted by the employee to their immediate supervisor by April 1 of each year. If an employee does not submit a vacation request, the Employer may assign a vacation time for the employee. Vacation leaves of less than one (1) week shall not be allowed unless specifically approved by the employee's immediate supervisor. In case of conflict between employees who have properly submitted their application for vacation leave, the employee with the greatest seniority shall be given preference. Vacation leave shall be considered mandatory, except in unusual circumstances. In the proper circumstances, an employee may be permitted to work during his vacation if permission is granted by the Employer. A maximum of five (5) days' vacation time may be carried into the following year, provided, however, such carry-over vacation time may not be accumulated from year-to-year.

20.4: Benefits on Termination. An employee who leaves employment with the County prior to his/her anniversary date will accrue vacation time for that year on a pro-rated basis (i.e., an employee who leaves employment 9.0 months prior to his/her anniversary date will only accrue 3.0 months of vacation; 3.0

divided by 12.0 = 25% and this factor will be applied to the vacation entitlement in order to compute vacation time for accrual and subsequent payment purposes.)

20.5: Vacation Basis. Vacation pay will be computed at the straight time hourly rate an employee is earning at the time he takes vacation leave or works in lieu of such leave.

20.6: Adjustment to Workweek Schedule. The full and pro rata benefit eligibility figures set forth in Section 2 shall be adjusted to conform to an employee's normal work schedule. To qualify for a full vacation benefit, maintenance employees must actually work 1,500 straight time hours. Similar adjustments shall be made by the Employer to the pro rata benefit schedule and to the "hours pay" and "time off" figures set forth in Sections 1 and 2.

ARTICLE 21  
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

It is the intent of the parties that this Agreement contains all economic and non-economic terms and conditions of employment applicable to employees covered by this Agreement. Both parties accordingly 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 not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 22  
PART-TIME EMPLOYEES

22.1: Definition.

- A. Permanent part-time employee: A part-time employee becomes "permanent" upon completion of six (6) months part-time continuous employment within the department at a minimum of twenty (20) hours per week.
- B. Temporary and seasonal part-time employee: Are those who have not completed six (6) months of part-time employment within the department. Employees who are working only periodically are also classified as "temporary." Temporary employees are not entitled to any fringe benefits except for applicable Social Security benefits earned.

22.2: Benefits for Permanent Part-Time Employees. Permanent part-time employees shall receive the following benefits on a pro-rated basis according to the number of hours worked daily or weekly, i.e., four hours per day equal four hours of holiday pay. In the case of holidays, the permanent part-time employees are only eligible for such benefit if the holiday falls on the employees regular scheduled work day. Eligible benefits are:

- Vacation Leave
- Paid Personal Leave
- Sick Leave
- Paid Holidays
- Administrative Leave
- Jury Duty Leave
- Family and Medical Leave
- Disability Leave
- Bereavement Leave

Additionally, permanent part-time employees are entitled to the following unpaid leave on the same annualized pro rata system:

- Military Leave
- Workers' Compensation Leave
- Maternity Leave
- Education Leave
- Unpaid Personal Leave
- All applicable Social Security benefits earned

22.3: Seniority. Part-time employees, including those who shift to full-time employment, shall have their date of hire for seniority purposes under this Agreement adjusted to reflect the ratio that the number of hours they have actually worked bears to the full-time requirements of their classification.

ARTICLE 23  
GENERAL

23.1: Union Access to Employer Records. The Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute or any other records of the Employer pertaining to a specific grievance, at a reasonable time, at the discretion of the Employer.

23.1: Payroll Period. The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. The Employer shall post, monthly, a current list of each employee's accumulated sick leave and vacation leave.

23.3: Employer Required Bond. Should the Employer require any employee to give bond, cash bond shall not be compulsory and any premium involved shall be paid by the Employer.

23.4: Bulletin Board. The Employer shall provide a bulletin board on which the Union may post official notices. The Employer reserves the right to police the bulletin board for controversial or offensive material.

ARTICLE 24  
EQUIPMENT, ACCIDENTS AND REPORTS

24.1: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment, unless such refusal is unjustified.

24.2: Any employee involved in any accident shall immediately report said accident and any physical injury sustained; and the employee, before starting his/her next shift, shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

24.3: It is the duty of the employee, and he/she shall immediately, or at the end of his/her shift, report all defects of equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to take out equipment or tools that have been reported by any other employee as being in an unsafe operating condition until same has been approved as being safe by the designated supervisor.

ARTICLE 25  
WORK ASSIGNMENTS

Supervisors may perform bargaining unit work at any time.

ARTICLE 26  
SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's employment, or conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
- B. The department head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least twenty-four (24) hours prior to engaging in supplemental employment.
- C. That he/she keep the department head informed of contemplated changes in his/her supplemental employment.

ARTICLE 27  
WORKER'S COMPENSATION

Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the Department head or his designee immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred. Employees being paid worker's compensation payments shall have their health insurance premiums paid for by the Employer for one hundred eighty (180) days. After the one hundred eighty (180) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue

during the time an employee is on worker's compensation, such as but not limited to, vacation and personal leave, sick and accident insurance, life insurance and holiday pay.

ARTICLE 28  
ADDRESS CHANGES

An employee shall notify the Employer in writing of any change in name or address promptly and, in any event, within seven (7) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE 29  
CAPTIONS

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE 30  
PERSONNEL POLICIES

The Employer reserves the right to establish, publish and change from time to time personnel policies, including rules and regulations governing the conduct of its employees, provided, however, that such personnel policies shall not conflict with the express terms of this Agreement.

ARTICLE 31  
SEPARABILITY

If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE 32  
UNIFORMS

When required by the Employer, employees shall be provided with a full complement of clothing, including belts, and such replacements as are reasonably necessary. The Employer shall

determine what constitutes the necessary complement of clothing. The Employer shall provide for the cleaning of any uniform.

ARTICLE 33  
GENDER

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and visa versa, unless the context clearly requires otherwise.

ARTICLE 34  
WAGES

34.1: Wages. During the term of this Agreement wages shall be as set forth in Schedule C. The regular straight time rate of employees shall be the hourly rate set forth in Schedule C. Employees shall begin at the "Start" rate and shall progress from step to step in the wage schedule upon completion of the specified periods of employment in the classification, provided, however, that layoffs and leaves of absence periods shall not be included in computing the required time. The Employer reserves the right to place employees at advanced steps in the wage schedule where it views such action as necessary or appropriate.

ARTICLE 35  
LONGEVITY

35.1: Longevity. Benefit Longevity benefits shall be determined on the anniversary date of each year. All full-time employees that have completed a minimum of five (5) years' full-time employment with the Employer shall receive a longevity benefit of thirty dollars (\$30.00) for each full year of continuous service; this payment not to exceed six hundred dollars (\$600.00). Longevity benefits shall be paid in a separate check to eligible employees on the County's first (1st) payroll period in November of that year.

ARTICLE 36  
DURATION

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 2009. Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 2009, either party may request that the other commence negotiations. Upon receipt of such notice, the parties shall select mutually agreeable dates and times to negotiate.



TPOAM/Wexford County (~~Circuit~~ Court Unit)  
(Effective January 1, 2007 to December 31, 2009)  
SIGNATURE COPY

TECHNICAL, PROFESSIONAL AND  
OFFICEWORKERS ASSOCIATION OF  
MICHIGAN (TPOAM) -  
Circuit Court Unit

WEXFORD COUNTY

*Patricia J. Powell*  
*Maria Pablos*  
*Wakela Dennis*  
*Theresa Robinson*

*Leslie D. Housley*  
*Larry C. Copley*

SCHEDULE A

Pursuant to and in accordance with all application provisions of Act 379 of the Public Acts of 1965, as amended, the Employer recognizes and acknowledges that the Union is the exclusive representative for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all regular full-time employees and permanent part-time employees of the Employer included in the following classifications.

REPRESENTED POSITIONS  
TPOAM DISTRICT COURT UNIT

Deputy Clerk II [two (2) positions]  
Deputy Clerk [four (4) positions]  
Deputy Clerk [one (1) position]

REPRESENTED POSITIONS  
TPOAM GENERAL UNIT

County Clerk

Deputy County Clerk [three (3) positions]

MSU Extension

Office Manager [one (1) position]  
Clerk/Typist [one (1) position]

Building and Zoning

Building and Zoning Department Secretary [one (1) position]

Equalization

Deputy Equalization Director [one (1) position]  
Property Appraiser [one (1) position]  
Equalization Department Secretary [two (2) positions]

Prosecutor's Office

Support Investigator [one (1) position]  
Office Assistant [two (2) positions]

Community Corrections

Community Corrections Deputy Clerk [one (1) position]

County Treasurer

Deputy Treasurer [one (1) position]

Register of Deeds

Deputy Register of Deeds [two (2) positions]

REPRESENTED POSITIONS  
TPOAM CIRCUIT UNIT

Enforcement Clerk [three (3) positions]  
Bookkeeper [one (1) position]  
Assistant Bookkeeper/Enforcement Support [one (1) position]  
Enforcement Support [three (3) positions]  
Department Aide [two (2) positions]

SCHEDULE B

INSURANCE

Health and dental coverages are provided under the group hospitalization plan, currently through the Employees Health Benefit Plan for Wexford County (Plan No. 1127).

Effective upon the first enrollment period following ratification, the Employer only shall offer the Blue Cross/Blue Shield Community Blue PPO Plan; \$10 generic/\$40 brand name drug card. If the employee chooses to utilize mail order, with a ninety (90) day supply of drugs, the employer agrees to provide \$10 generic/\$10 brand name drug card. Employees may purchase Gap plan insurance at their cost, if so permitted by the carrier.

The following are examples of drugs excluded from the County's prescription drug plan:

- Outpatient Prescription and non-Prescription Drugs and medication. Exclusions include:
  - Any drugs or medications available over the counter (including vitamins, dietary supplements, and fluoride products) that do not require a prescription by Federal or State Law, other than insulin, and any drug or medication that is equivalent (in strength, regardless of form) to an over the counter drug (Prenatal vitamins and supplements prescribed by a physician are covered.)
  - Non-FDA (Food and Drug Administration) approved drugs or medications
  - FDA approved prescription drugs used for purposes other than those approved by the FDA, unless the drugs is recognized for the treatment of a particular indication in one of the standard reference compendia (The United States Pharmacopoeia Drug Information, the American Medical Association Drug Evaluations, or The American Hospital Formulary Service Drug Information) or in medical literature. Medical literature means scientific studies published in a peer-reviewed national professional medical journal
  - All newly FDA approved drugs, prior to review by the Plan Administrator.
  - Any prescription drug or medications used for treatment of sexual dysfunction (such as Viagra®, Cialis® or Levitra®), including, but not limited to, erectile

dysfunction, delayed ejaculation, anorgasmia and decreased libido

- Prescription drugs used for cosmetic purposes such as drugs used to reduce wrinkles, Minoxidil and other prescriptions drugs to promote hair growth as well as drugs used to control perspiration and fade cream products. Retin-A for member over 26 years of age and other prescription products to reduce wrinkles.
- Lifestyle drugs/medications including,
  - Any diet pills or appetite suppressants
  - Anabolic steroids
  - Bedwetting prevention
  - Botulism toxin
  - Cognition enhancing drugs
  - Erectile/sexual dysfunction treatments
  - Growth hormone
  - Hair growth agents
  - Infertility drugs
  - Morning after pills
  - Nail fungus treatments
  - Non-sedating antihistamines
  - Smoking cessation products
  - Topical anti-aging agents
  - Weight loss products
  - Oral influenza shortening agents
  - Cholesterol-reducing agents prescribed prophylactically for otherwise healthy patients with risk factors for cardiovascular disease
- Medications or injections for the use of travel
- Medication used to enhance athletic performance

SCHEDULE C

WAGE SCALES

Effective the first full pay period on or about January 1, 2007, the following hourly rates shall be in effect:

<u>Pay Grade</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1	\$10.23	\$10.88	\$11.47	\$12.13	\$12.77
2	\$10.65	\$11.31	\$11.93	\$12.63	\$13.24
3	\$11.04	\$11.74	\$12.37	\$13.05	\$13.70
4	\$11.44	\$12.17	\$12.82	\$13.56	\$14.23
5	\$11.86	\$12.62	\$13.28	\$14.01	\$14.73
6	\$12.25	\$12.99	\$13.71	\$14.47	\$15.23
7	\$12.65	\$13.39	\$14.17	\$14.58	\$15.72

Effective the first full pay period on or about January 1, 2008, the following hourly rates shall be in effect:

<u>Pay Grade</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1	\$10.41	\$11.07	\$11.67	\$12.34	\$12.99
2	\$10.84	\$11.51	\$12.14	\$12.85	\$13.47
3	\$11.23	\$11.95	\$12.59	\$13.28	\$13.94
4	\$11.64	\$12.38	\$13.04	\$13.80	\$14.48
5	\$12.07	\$12.84	\$13.51	\$14.26	\$14.99
6	\$12.46	\$13.22	\$13.95	\$14.72	\$15.50
7	\$12.87	\$13.62	\$14.42	\$14.84	\$16.00

Effective the first full pay period on or about January 1, 2009, the following hourly rates shall be in effect:

<u>Pay Grade</u>	<u>Start</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>	<u>4 Years</u>
1	\$10.62	\$11.29	\$11.90	\$12.59	\$13.25
2	\$11.06	\$11.74	\$12.38	\$13.11	\$13.74
3	\$11.45	\$12.19	\$12.84	\$13.55	\$14.22
4	\$11.87	\$12.63	\$13.30	\$14.08	\$14.77
5	\$12.31	\$13.10	\$13.78	\$14.55	\$15.29
6	\$12.71	\$13.48	\$14.23	\$15.01	\$15.81
7	\$13.13	\$13.89	\$14.71	\$15.14	\$16.32