

AGREEMENT

Between

HURON COUNTY, MICHIGAN

and

MICHIGAN COUNCIL 25,
AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
AFL-CIO
GENERAL COUNTY UNIT II

January 1, 2008 through December 31, 2012

INDEX

	<u>Page</u>
Article I -- Recognition	1
Article II -- Definitions	2
Article III -- Management's Rights	2
Article IV -- Representation	3
Article V -- Seniority Security	3
Article VI -- Bulletin Board	6
Article VII -- Special Conferences	6
Article VIII -- Equal Employment Opportunities	7
Article IX -- Department Rules	7
Article X -- Grievance Procedure	7
Article XI -- No-Strike Clause	10
Article XII -- Discipline and Discharge	10
Article XIII -- Length of Service	11
Article XIV -- Layoff and Recall	13
Article XV -- Promotions	13
Article XVI -- Transfers	14
Article XVII -- Hours of Work and Overtime	15
Article XVIII -- Wages	16
Article XIX -- Employee Definitions	16
Article XX -- New or Changed Jobs	16
Article XXI -- Job Classifications	17
Article XXII -- Attendance	17
Article XXIII -- Holidays	18
Article XXIV -- Vacations	18
Article XXV -- Sick Time	20
Article XXVI -- Leaves of Absence	22
Article XXVII -- Insurance Benefits	23
Article XXVIII -- Funeral Leave	26
Article XXIX -- Retirement	27
Article XXX -- Jury Duty	27
Article XXXI -- Separation	27
Article XXXII -- Health & Safety	28
Article XXXIII -- Outside Activity	28
Article XXXIV -- Residency	28

Article XXXV -- Inclement Weather	29
Article XXXVI -- Subcontracting	29
Article XXXVII -- Personnel Records	29
Article XXXVIII -- Non-Unit Personnel	29
Article XXXIX -- Expense Reimbursement	30
Article XL -- Unemployment Insurance	30
Article XLI -- Longevity	30
Article XLII -- General	31
Article XLIII -- Scope of Agreement	31
Article XLIV -- Separability and Saving Clause	32
Article XLV -- Duration of Agreement	32
Appendix A -- Classification Appendix	33
Appendix B -- Wage Appendix	34
Appendix C -- Holiday Appendix.....	37

PREAMBLE

THIS AGREEMENT is entered into on this 22nd day of April, 2008, pursuant to and in accordance with Michigan Public Act 379, M.P.A. of 1965, between the HURON COUNTY BOARD OF COMMISSIONERS and Elected Officials who have subordinates or employees within the bargaining unit (hereinafter collectively referred to as the "COUNTY") and the MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (hereinafter referred to as the "UNION").

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 County, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the County's success in establishing a proper service to the community.

To these ends the County and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I -- RECOGNITION

SECTION A. The County hereby recognizes the Union as the exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965 for all full-time and regular part-time employees: Senior Juvenile Officer/Referee, Juvenile Officer/Referee, Chief Deputy Register/Recorder, Juvenile Assistant/Adoption Specialist/Recorder, Deputy Register/Recorder, Register of Probate/Administrator, Deputy Register of Probate, and Family Division Deputy Clerk.

But excluding: all Elected Officials, Department Heads, supervisors, confidential employees, temporary employees, casual employees, cooperative employees who work through a cooperative extension program, the Assistant Prosecuting Attorneys, Special Assistant Prosecuting Attorney, employees in the Health Department, Mental Health Department, Sheriff's Department, Road Commission, Drain Commission, Medical Care Facility, all other Courts and employees of those Courts and all other County employees.

SECTION B. The County agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative with respect to the employees in the unit defined in Section A. During the life of this Agreement, the County will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union. Unless otherwise indicated, the term "employee" when used in this Agreement will refer to all employees in the unit for bargaining as defined in Section A, and the term "employer" will refer to those referred to as the "County" in the Preamble.

SECTION C. All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment for employees who are unit members shall be conducted by authorized

representatives of the Union and authorized representatives of the County with final approval of said bargaining subject to be by majority vote of the Board in regular meetings.

SECTION D. Except as expressly provided otherwise by the terms of this Agreement, the determination and administration of County policy, the operation of the County and the direction of the employees are vested exclusively in the County or in its designated representatives. The exercise of judgment and discretion by the County and its representatives, not in conflict with the express terms of this Agreement, shall be upheld.

ARTICLE II -- DEFINITIONS

SECTION A. As used in this Agreement, references to the male gender include the female gender and references to the female gender include the male gender.

SECTION B. Unless otherwise specifically so designated, the term "County" as used in this Agreement refers to the County Board of Commissioners, those persons authorized to act on behalf of the Board, and Elected Officials who have subordinates or employees within the bargaining unit.

SECTION C. As used in this Agreement, the term "Department" refers to one of the following:

1. Probate Court
2. Juvenile Branch of the Family Division of the Circuit Court

SECTION D. As used in this Agreement, the term "Department Head" refers to the Elected Official or the County Board appointed individual who is in charge of a Department set forth in Section C above.

ARTICLE III – MANAGEMENT’S RIGHTS

SECTION A. The bargaining unit recognizes that the County is charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan, and of the United States, which it must assume and discharge, and which shall not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties of the County except as provided for in this Agreement.

It is agreed that other rights and responsibilities of the County, including those delegated to the Department Heads by the County, and not in conflict with this Agreement, are hereby recognized.

SECTION B. The County retains the sole and exclusive right to manage and operate the County in all of its operations and activities not in conflict with the terms of this Agreement. Among the rights of the County included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to services to be furnished and the methods, procedures, means, equipment and machines required to provide such services; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated, and their location; to direct and control operations as in the past; to establish work rules not contrary to this Agreement; to study and use improved methods and equipment; to manage its affairs efficiently and economically; to determine the quantity and quality of service to be rendered; the control of materials,

tools and equipment to be used; and the discontinuance of any such service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment; and to institute changes, supplies to be used and purchased; to construct any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease size; to determine the lunch, rest period, clean-up time, starting and quitting time, and the number of hours to be worked; to establish work schedules; to make judgments as to ability and skill; to determine work loads; and in all respects carry out the ordinary and customary function of management when not in conflict with the terms of this Agreement.

SECTION C. The County shall have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel, to establish penalties for violation of rules; to establish and change work schedules to provide and assign relief personnel when not in conflict with the terms of this Agreement.

SECTION D. The bargaining unit hereby agrees that the County 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.

ARTICLE IV -- REPRESENTATION

SECTION A. The County recognizes the right of its employees to elect one (1) job Steward and one (1) Alternate one of whom shall be the Chapter Chairperson. All Stewards and Alternates shall be regular seniority employees of the County.

SECTION B. If it is necessary to investigate grievances, the Steward shall do so during non-working hours, unless it is necessary to investigate during working hours (i.e. contact Department Head, etc.). Grievances will be presented according to the Grievance Procedure during regular working hours.

SECTION C. The County will not recognize any Steward or Alternate until his name and position have been certified in writing by the Union to the County.

SECTION D. Neither the Union nor any of its officers nor any committeeman shall assume unauthorized supervisory authority or advise or direct employees to disregard the instructions of County supervision.

ARTICLE V -- SENIORITY SECURITY

SECTION A. Membership in the Union is not compulsory. Employees have the right to join, or not join, as they see fit.

SECTION B. Membership in the Union and the payment of the Union's membership dues is separate and distinct from the payment of a Service Fee as set forth in Section C of this Article.

SECTION C. The County agrees, subject to Section P of this Article, that all present and future employees within the bargaining unit shall for the duration of this Agreement either become and remain members in good standing in the Union to the extent of paying the regular periodic dues uniformly

required, or shall pay to the Union an amount of money equal to that paid by the employees who are members of the Union, limited, however, solely to the amount of money equal to the Union's regular and usual dues, but shall not include any special increases or other requirements of the Union for special support from its members in excess of regular dues:

1. Present seniority employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective, shall be required as a condition of continued employment, for the duration of this Agreement, to become members of the Union to the extent of tendering the regular periodic Union dues uniformly required for membership or, in the alternative, to tender the Service Fee as is set forth above in this Section C on or before the thirtieth (30th) day following the effective date of this Agreement.
2. New employees hired after the effective date of this Agreement and present employees who have not attained seniority who are covered by this Agreement shall be required as a condition of continued employment, for the duration of this Agreement, to become members of the Union to the extent of tendering the regular periodic Union dues uniformly required for membership or, in the alternative, to tender the Service Fee as is set forth above in this Section C, upon the attainment of seniority or on or before the thirtieth (30th) day following the effective date of this Agreement, whichever date is later.

SECTION D. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this Article.

SECTION E. Employees shall be deemed to be members of the Union within the meaning of this Article if they are not more than sixty (60) days in arrears in payment of membership dues.

SECTION F. After the effective date of this Article and thereafter during the life of this Agreement and in accordance with the terms of the form of "Authorization For Payroll Deduction" hereinafter set forth, and to the extent the laws of the State of Michigan permit, the County agrees to deduct from the pay of employees who are Union members or Service Fee payers the regular, usual, periodic, and uniform dues and/or initiation fees of the Union levied in accordance with the Constitution and By-Laws of the Union and which are uniformly required, provided, however, that the Union shall first present to the County a certified check-off list consisting of a statement of the amount of the initiation fee and dues certified by the Treasurer of the Union and written authorization in suitable form signed by the employees allowing such deductions and payments to the Union at least thirty (30) days prior to the date on which the dues are to be deducted. The Union shall be fully responsible for the validity and correctness of the certified check-off list and authorization and the Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reasons of action taken or not taken by the County in reliance upon such certified check-off list or authorization.

SECTION G. The written authorization from employees who become members of the Union will be on the Authorization For Payroll Deduction as shown below:

AUTHORIZATION FORM

To: _____
EMPLOYER

I hereby request and authorize you to deduct from my earnings, 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 Michigan Council 25, AFSCME, AFL-CIO in behalf of Local _____

By:

PLEASE PRINT

FIRST NAME										INITIAL	
LAST NAME											
STREET NUMBER				STREET NAME AND DIRECTION							
CITY										ZIP CODE	
AREA CODE			TELEPHONE								

SIGNATURE

EMPLOYER'S COPY



DATE

SECTION H. The Union shall indemnify, defend, and hold the County harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of action taken or not taken by the County in reliance upon this Article.

SECTION I. Dues shall be deducted from the first pay of the month and shall be remitted to the Treasurer of the Local Union within ten (10) days thereafter with a list of the employees from whom dues have been deducted. In cases where a deduction is made that duplicated a payment that an employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

SECTION J. An employee shall cease to be subject to Checkoff deductions beginning with the month immediately following the month in which he is no longer a member of the bargaining unit. The Local Union will be notified by the County of the names of such employees following the end of each month in which the termination took place.

SECTION K. The County shall not be liable to the Union by reason of the requirements of this Agreement for the remittance or payment of any sum other than those constituting actual deductions made from wages earned by employees. Deductions shall be made only in accordance with the provisions of said "Authorization For Payroll Deduction", together with the provisions of this Agreement. The County shall have no responsibility for the collection of membership dues, special assessments, or any other deduction not in accordance with this provision.

SECTION L. The Union agrees to reimburse any employee for the amount of any dues deduction

made by the County and paid to the Union, which deduction is by error in excess of the proper deduction, and agrees to hold the County harmless for any claims of excessive deductions.

SECTION M. The Union shall accept into membership each employee who becomes eligible to be a member of the collective bargaining unit and who tenders to the Union the periodic dues uniformly required as a condition of acquiring or retaining membership in the Union.

SECTION N. This Article is effective only to the extent the laws of the State of Michigan permit.

SECTION O. Employees who are not actively employed (e.g., layoff, leaves of absence, etc;) are not subject to the terms of this Article.

SECTION P. It is understood that those employees whose established religious or political beliefs do not permit them to abide by this Article shall be exempt from the provisions of this Article upon receipt by the County and the Union of written confirmation of their objections as stated above.

ARTICLE VI -- BULLETIN BOARD

SECTION A. The County shall allow the Union to use three (3) bulletin boards in the County Building for posting notices set forth in Section B below, except that additional notices may be posted by permission of the County.

SECTION B. Notices shall be restricted to the following types:

1. Notices of Union recreational and social affairs.
2. Notices of Union elections, appointments, and results of Union elections pertaining to employees within the unit.
3. Notices of Union meetings and educational classes.

SECTION C. It is expressly understood between the parties that no material of a defamatory, political, or controversial nature shall be posted on such bulletin boards. All posted materials shall be first initialed by the Chapter Chairperson.

ARTICLE VII -- SPECIAL CONFERENCES

SECTION A. The parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union and County. Such meetings shall be between at least two (2) representatives of the County and at least two (2) representatives of the Union. Arrangements for the above meetings shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meetings shall be confined to those included in the agenda. Special conferences will be held at a time mutually agreeable to the parties. All necessary time lost by an employee during his regular, straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the County at the employee's regular, straight-time hourly rate. It is understood that this applies only to time lost during the employee's normal, regularly scheduled

straight-time, and does not apply to time spent in attendance at a special conference during non-work hours or after the regularly scheduled straight-time shift.

ARTICLE VIII -- EQUAL EMPLOYMENT OPPORTUNITIES

SECTION A. The Union and the County reaffirm by this Agreement their commitment not to discriminate against any person or persons because of Union activities, sex, age, race, creed, height, weight, marital status, religion or national origin as required by law.

ARTICLE IX -- DEPARTMENT RULES

SECTION A. The County may adopt, publish, change, amend and enforce reasonable rules and regulations for all employees, not in conflict with the terms of this Agreement, governing discipline, health and safety, duties, rules of conduct and work rules.

SECTION B. The County will provide the Union with copies of such Rules and Regulations. The Chapter Chairperson will initial and date such copies. New Rules and Regulations will be posted for a period of ten (10) calendar days prior to their effective date unless a state or federal law or regulation requires immediate implementation.

ARTICLE X -- GRIEVANCE PROCEDURE

SECTION A. It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.

SECTION B. STEP ONE Within five (5) working days of the time a grievance arises, an employee may present the grievance orally to his supervisor. A representative of the Union may be in attendance if the employee so requests.

STEP TWO If the grievance is not resolved in Step One, the Steward or employee may reduce the grievance to writing on a grievance form provided by the Union and present the grievance to the supervisor for a written answer. The written grievance shall be filed within five (5) working days of the alleged violation. It shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall state the contention of the employee and of the Union with respect to these provisions, shall indicate the relief requested, and shall be signed by the employee. Upon receipt of the grievance, the supervisor shall sign and date the Steward's copy of the grievance. The supervisor shall give the employee an answer in writing no later than ten (10) working days after receipt of the written grievance.

STEP THREE If the grievance is not resolved in Step Two, the Union may, within five (5) working days after the answer in Step Two, submit a written appeal to the Department Head. The appeal shall contain the reasons for the appeal and a copy of the supervisor's

Decision in Step Two. The Union may also, within five (5) working days after the answer in Step Two, submit a written request to the Department Head for a meeting between the representatives of the Union and the Department Head, or his designated representative in an attempt to resolve the grievance. The meeting shall be allowed by mutual written agreement of the County and the Union. The Department Head will submit his written answer within ten (10) working days after the appeal has been submitted or the requested meeting takes place, whichever is later.

STEP FOUR If the grievance is not resolved in Step Three, the Union may, within five (5) working days after the receipt of the answer in Step Three, appeal the grievance to the County Board. The appeal shall be in writing and it shall be sent to the Department Head and Chairman of the Board of Commissioners or his/her designee.

Within twenty (20) working days after receipt of the appeal, the County Board shall hear the grievance, by giving the aggrieved employee and/or the Union representative an opportunity to be heard, to present evidence and witnesses. The County Board shall render its decision in writing within twenty (20) working days after holding a hearing on the appeal.

SECTION C. All grievances must be filed in writing within five (5) working days from the time the alleged violation was to have occurred or they will be deemed waived. Any grievance not filed within the prescribed time limit or not advanced to the next Step by the employee or the Union within the time limit in that Step, shall be deemed abandoned. If the County does not answer a grievance within the time limits prescribed in this Article, the grievance will be considered automatically referred to the next Step of the Grievance Procedure. Time limits may be extended by the County and Union in writing; then the new date shall prevail.

SECTION D. The County shall not be required to pay back wages for more than five (5) work days to the date a written grievance is filed.

1. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned at his regular rate, less any unemployment or other compensation that he may have earned or received from any source during the period of back pay in lieu of his regular job with the County.
2. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

SECTION E. Any agreement reached between the County and Union representative(s) is binding on all employees affected and cannot be changed by any individual.

SECTION F. Work days for purposes of this Article, shall be Monday, Tuesday, Wednesday, Thursday, and Friday, excluding observed holidays.

SECTION G. The sole remedy available to any employee for any alleged breach of this Agreement or any alleged violation of his rights hereunder will be pursuant to the Grievance Procedure; provided that if an employee elects to pursue any legal or statutory remedy, such election will bar any

further or subsequent proceedings for relief under the provisions of this Article.

SECTION H. In the event of an unsatisfactory answer at Step Four, the Union may submit the grievance to advisory Arbitration within thirty (30) calendar days following the conclusion of the Step Four answer. A request for Arbitration shall be in writing to the employer.

The Employer and the Union shall within seven (7) calendar days after notice of Arbitration has been given, attempt to select an impartial Arbitrator whose decision shall be advisory. If the parties cannot agree upon an advisory Arbitrator within seven (7) days after written notification of intent to Arbitrate is given, the Michigan Employment Relations Commission (MERC) shall be requested by either party to provide a list of five (5) prospective advisory Arbitrators, pursuant to its rules then in effect. Each party to this Agreement shall have the right to make alternate strikes from the list of five (5) prospective advisory Arbitrators, each striking two (2). The prospective advisory Arbitrator so remaining after each party has stricken two (2) names shall be the Arbitrator.

SECTION I. The jurisdiction of the advisory Arbitrator shall be limited to the determination of grievances referred to him as prescribed herein which involved an alleged violation of a specific Article and Section of this Agreement. If the grievance concerns matters not subject to Arbitration, the Arbitrator shall return the grievance and all documents relating thereto, to the parties without an advisory opinion. In the event either party disputes the Arbitrability of a grievance in a Court of law, the Arbitrator shall have no jurisdiction to act until the matter is determined by a Court of competent jurisdiction from whose decision no appeal is taken.

SECTION J. Powers of the Arbitrator. The Arbitrator shall have no power to add to, subtract from, alter, change, or modify any of the terms of this Agreement or any of the functions or responsibilities of the parties to this Agreement. His power shall be limited to advising whether the County has violated the express Articles and Sections of this Agreement and he shall not imply obligations and conditions binding upon the County from this Agreement, it being understood that any matter not specifically set forth herein remains within the reserved rights of the County.

SECTION K. At the time of the Arbitration Hearing, both the County and the Union shall have the right to call any employee as a witness and to examine and cross-examine witnesses. Each party shall be responsible for the expenses of the witnesses that they may call. Upon request of either the County or the Union, or the Arbitrator, a transcript of the Hearing shall be made and furnished to the Arbitrator with the County and the Union having an opportunity to purchase their own copy. At the close of the Hearing, the Arbitrator shall afford the County and the Union a reasonable opportunity to furnish Briefs. The Arbitrator will render his advisory Decision within thirty (30) days from the date the Hearing is closed or the date the parties submit their Briefs, whichever date is later.

SECTION L. Each party shall pay its own costs of processing grievances through the Grievance and Arbitration Procedures. The fee of the Arbitrator, his travel expenses, meals and the cost of any room or facilities and the expenses of the Arbitration, including the expense of a transcript, if any, shall be borne equally by the Union and the County. The fees and wages of representative, counsel, witnesses, or other persons attending the Hearing on behalf of a party and all other expenses shall be borne by the party incurring the same. On-duty employees shall be paid at their regular rate of pay not to exceed eight (8) hours of pay.

SECTION M. The Arbitrator's Decision will be rendered in the form of an advisory Opinion, which shall not be binding upon either the Union or the County.

ARTICLE XI -- NO-STRIKE CLAUSE

SECTION A. The Employer will not lock out employees during the term of this Agreement.

SECTION B. The parties to this Agreement mutually recognize and agree that the services performed by the Employees covered by this Agreement are services essential to the public health, safety and welfare.

SECTION C. Under no circumstances will the bargaining unit cause or permit its members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restrictions of production, or interference with the operations of the County. In the event of a work stoppage, sit-down, stay-in, slowdown of work or other curtailments of production, the County shall not be required to negotiate on the merits of the dispute that gave rise to stoppage or curtailment until same has ceased.

SECTION D. In the event of a work stoppage, sit-down, stay-in, slowdown of work or concerted use of paid leave time or restriction of production, or interference with the operations of the County or any other curtailment, by the employees covered hereunder, the bargaining unit by its officers, shall immediately publicly declare such work stoppage or other curtailment to be illegal and unauthorized, and order said employees to stop the said conduct and resume work. The bargaining unit agrees further to cooperate with the County to remedy such situation by immediately giving public notice that said conduct is unlawful and direct the employees to return to work. The County shall have the right to discipline any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

SECTION E. An employee in violation of this Article will have no recourse through the Grievance Procedure, and the bargaining unit agrees it will not represent such members.

SECTION F. The County shall indemnify and hold the Union harmless against any and all claims, demands, suits or other forms of liability that shall arise out of the failure to represent members of the bargaining unit under the provisions of this Article.

ARTICLE XII -- DISCIPLINE AND DISCHARGE

SECTION A. After completion of the probationary period, no employee shall be suspended or discharged without just cause.

SECTION B. Notice of Discharge or Suspension. The County agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his Steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.

SECTION C. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his Steward and the County will make available a meeting room where he may do so before he is required to leave the property of the County. Upon request, the County or his designated

representative will discuss the discharge or suspension with the employee and the Steward.

SECTION D. Cause for discipline shall include, but is not limited to, failure to comply with the Rules and Regulations, work rules and rules of discipline adopted by the County.

SECTION E. The Union and the County recognize the importance of the protection of information concerning the operation of the County. Any and all information gathered or heard officially or unofficially in the course of employment shall be construed as confidential. Release of the aforementioned information by an employee to a fellow employee, or any unauthorized person shall be regarded as breach of confidence, and as grounds for immediate discipline.

SECTION F. In the event an employee is suspended or discharged, the employee will be entitled to the presence of the Union Steward, if the employee so requests. The employee may file a grievance at Step Three of the Grievance Procedure.

SECTION G. The employee shall have the right to review his employee's attendance record and the record of disciplinary action in his personnel file at any reasonable time. The employee shall be furnished a copy of any new entry of disciplinary action and shall be given the opportunity to initial or sign such entry prior to its introduction into his file.

ARTICLE XIII -- LENGTH OF SERVICE

SECTION A. Seniority shall be defined for the purposes of this Agreement to mean the length of an employee's continuous service within his/her Department from his/her last permanent hiring date. Seniority for employees hired on the same date shall be determined by drawing.

SECTION B. It is understood that employees are subject to a probationary period of six (6) consecutive months of regular, full-time employment, during which time the County shall have the sole right to discharge, discipline, transfer, demote or layoff said employees for any reason, without regard to the provisions of this Agreement; and no grievance shall arise therefrom except a grievance alleging discrimination or Union activity.

When an employee finishes the probationary period by accumulating six (6) months of continuous, full-time employment, he shall be entered on the seniority list of the Department and his seniority shall date from his last permanent date of hire. If a probationary employee is absent from work more than two (2) consecutive days for any reason, his/her probation period will be extended by a period equal to the duration of the absence.

SECTION C. There shall be no seniority among probationary employees.

SECTION D. Upon the signing of this Agreement, the County and the Union will initial an up-to-date seniority list. The County shall also post a copy of the Department seniority list on the bulletin board. Any corrections therein must be requested in writing within fifteen (15) days thereafter; and, if not so requested, the list shall become final at the end of such period. In no event shall the County be required to pay back pay by reason of the correction of an error on such list.

The seniority list on the date of this Agreement will show the date of hire, names and addresses,

and job titles of all employees of the unit entitled to seniority.

The County shall continue to furnish the Union an up-to-date Department seniority list every six (6) months upon written request. The seniority list will be provided to the Chapter Chairperson and Council 25, AFSCME, AFL-CIO.

The Council's copy of the seniority list, as set forth above, shall be forwarded in care of the attention of the Council Secretary-Treasurer's Office, 1034 N. Washington, Lansing, MI 48906, or to any such other address as notified of in writing.

SECTION E. An employee shall be terminated and lose his seniority rights if he:

1. Quits.
2. Is discharged and not reinstated.
3. Is laid off for a period of two (2) years or length of his seniority, whichever is less.
4. Fails to report for work within three (3) days following recall from layoff without a reasonable excuse acceptable to the County. Such notification of recall shall be by telegram or registered mail, addressed to such employee at his last address as filed with the County.
5. Is absent without a reasonable excuse acceptable to the County for two (2) consecutive working days and without notice to the County of such excuse within that two (2) days.
6. Fails to return from a leave of absence, vacation, or sick leave without a reasonable excuse acceptable to the County pursuant to paragraph 5 above.
7. Retires.
8. Is permanently laid off.

SECTION F. It shall be the responsibility of each employee to notify the County of any change of address or telephone number. The employee's address and telephone number, as it appears on the County's records, shall be conclusive when used in connection with the layoffs, recalls, or other notices to employees.

SECTION G. Transfer of Employees. If an employee transfers to a position under the County not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

SECTION H. Employees who transfer or who are promoted to another Department shall retain

all of their County seniority for the purpose of accruing all economic benefits (such as vacation, sick leave, longevity) provided for in this Agreement.

ARTICLE XIV -- LAYOFF AND RECALL

SECTION A. Employees shall be laid off according to the following procedure:

1. Temporary 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 five (5) work days.
2. 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 five (5) work days.
3. When a seniority employee is removed from the classification within his Department as a result of a layoff, he may be allowed to bump the least senior employee in the Department in accordance with his Department seniority, providing he can perform the available work with a training period not to exceed five (5) work days and the remaining employees within the lower classification within the Department can perform the available work.

SECTION B. For purposes of this Article, the term "Department" means the Departments designated in Article II, Section C.

SECTION C. 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.

SECTION D. 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 five (5) work days.

SECTION E. 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.

SECTION F. Employees laid off pursuant to this Article will have the option of taking their earned vacation days.

ARTICLE XV -- PROMOTIONS

SECTION A. Permanent job vacancies, which are to be filled by the promotion of present employees, will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher-rated pay classification in the same Department than the pay classification that the employee currently holds. The County reserves the right to fill said job vacancies on a temporary basis

with regular County employees without regard to the provisions of this Article. Only employees currently working within the involved Department may apply for a promotion within that Department. Employees working in other Departments may file a request for a voluntary transfer.

1. Notice of said job vacancies will be posted for a period of three (3) working days, setting forth the minimum requirements for the position in a conspicuous place in the Department, union bulletin board and in any other building where a bargaining unit employee is assigned. Interested employees who currently work in that Department may apply in writing within the three (3) working day posting period.
2. Prior to the vacancy being filled, the representatives of the County shall review all applications from those who currently work in that Department. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit, and capacity shall be considered. In determining relative ability, consideration shall be given to experience, quality of workmanship, and aptitude. In determining relative merit, punctuality and good attendance, and diligence shall be considered. If no applicant from the involved Department is selected to fill the vacancy, the County will then consider requests for voluntary transfers from employees in other Departments who shall be considered under the above criteria. If no employee from other Departments is selected to fill the vacancy, the County will then consider applications from outside the bargaining unit.
3. In the event the County administers a promotional examination for use in its considerations set forth in paragraph 2, the County shall notify Department employees who have applied for the position under paragraph 1 of the date and matters to be covered by the examination.

SECTION B. The County reserves the right to hire from outside, if no employee is deemed qualified to fill the vacancy, or no applications are received from employees in the Department and no requests for voluntary transfers are filed by employees from other Departments. The decision of the County shall be final and binding on the parties.

SECTION C. Once an employee has applied for the position and is selected, he must accept the position.

SECTION D. Employees selected by the County for a promotion to a higher classification will serve a three (3) month trial period in the classification during which time they will receive the rate of pay equivalent to the step within the new classification (i.e. left Step 2, go to Step 2). Additional increases will be in the amount and at the time intervals set forth in Appendix B.

The County may disqualify the employee during the trial period and such employee shall be returned to his former position or one of similar classification and pay. The decision of the County shall not be grievable.

ARTICLE XVI -- TRANSFERS

SECTION A. In the event an employee desires a transfer to another Department and/or

classification, he may file a written request with the County. In making any transfer or in ruling on an employee's request for a transfer, the County will give due consideration to seniority, qualifications, and all other applicable factors, however, the decision of the County on the application is final and is not subject to the Grievance Procedure set forth in Article X.

ARTICLE XVII -- HOURS OF WORK AND OVERTIME

SECTION A. The County reserves the right to schedule the work hours of employees according to the needs of the operations. The normal work week consists of thirty-seven and one-half (37 1/2) hours, the normal work day consists of seven and one-half (7 1/2) hours. This Section shall in no way be construed as a guarantee by the County of any amount of work in any period of time or as a limitation of the County's right to schedule work in excess of the normal work day or the normal work week. The County reserves the right to determine and modify work schedules.

SECTION B. Unless otherwise scheduled by the County, the regular work day shall commence at 8:30 a.m. and end at 5:00 p.m. daily with a lunch period of one (1) hour. The County reserves the right to determine the starting and quitting times and the number of hours to be worked. It is understood that the County may schedule part-time employees as it deems necessary. Lunch periods will be scheduled by the County to assure that the County offices will be open to the public at all times from 8:30 a.m. to 5:00 p.m.

SECTION C. All employees shall be paid time and one-half their regular straight-time rate for all approved time worked in excess of forty (40) hours in any one work week if so required by State law. Those employees normally scheduled to work thirty-seven and one-half (37 1/2) hours in a work week will be paid their regular straight-time rate for all approved time worked in excess of thirty-seven and one-half (37 1/2) hours but less than forty (40) hours in any work week. The County will not change the work week or work day to circumvent the payment of overtime.

SECTION D. The County reserves the right to require employees to work overtime.

SECTION E. Overtime will be permitted only when authorized by a supervisor.

SECTION F. Overtime shall not be pyramided.

SECTION G. Absent time paid for by the County shall be considered time worked for purposes of computing overtime.

SECTION H. All permanent, full-time employees shall be allowed two (2) breaks during their regular work day. The breaks shall be of fifteen (15) minutes duration and shall be taken at a time designated by the County. Breaks shall be taken in non-public areas by those who take their breaks in the County building. Part-time employees who work at least four (4) hours will be entitled to one (1) fifteen (15) minute break. Breaks not taken shall not accumulate.

SECTION I. Each employee shall be at his designated work place ready for work at his scheduled starting time at the start of his work day, after his break period, and after his lunch period.

SECTION J. Subject to the conditions set forth below, it is understood that, in lieu of the

overtime payments set forth in Section C of this Article, the employee, upon prior approval of the Department Head, may elect to receive an equivalent amount of compensatory time off instead of receiving the overtime payment. Such election must be declared at the time the overtime hours are worked. A Department Head may, in his discretion, give compensatory time off to any such employee equal to one and one-half (1 1/2) times the number of overtime hours worked at the direction of the Department Head in excess of 8 hours in any work day and/or in excess of 37 1/2, but not more than 40 hours in any work week. An employee's total compensatory bank shall not exceed sixty (60) hours. In the event that the employee does not use the compensatory time, the employee shall be paid at the applicable rate of pay, as required by law. Compensatory time may be taken only upon prior approval of the Department Head.

ARTICLE XVIII -- WAGES

SECTION A. The wages of employees covered by this Agreement are set forth in Appendix B which is attached to and incorporated in this Agreement. The salary progression schedule set forth in Appendix B is based on length of service at each step in the classification. Increases will be awarded upon the completion of the specified length of service at each step of the classification.

SECTION B. It is understood that the classifications set forth in Appendix A are recognized for wage purposes only and that the classification titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

SECTION C. At the time of hire, the County will continue to have the right to place the employee at any point on the salary progression schedule determined appropriate by the County, based upon the employee's education and prior related experience up to and including the after one (1) year rate. The County will notify the Union of the starting rate for each new employee.

ARTICLE XIX -- EMPLOYEE DEFINITIONS

SECTION A. For the purpose of this Agreement, a "full-time employee" is an employee hired for an indefinite period of time for the normal weekly hours for the position as set forth in Article XVII, Section A. A "part-time employee" is an employee hired for an indefinite period of time regularly scheduled to work less than the normal weekly hours for the position as set forth in Article XVII, Section A. A "temporary employee" is an employee hired for a definite period of time less than three (3) months of continuous full-time employment. A "casual employee" is an employee who works an equivalent of no more than one hundred (100) work days each calendar year.

SECTION B. Temporary and casual employees are excluded from the bargaining unit and are not subject to the requirements, entitled to the benefits, or covered by any provision of this Agreement.

ARTICLE XX -- NEW OR CHANGED JOBS

SECTION A. When a new job is placed in existence which cannot be properly placed in an existing classification and rate structure, or a new classification is established, or an existing classification is changed or combined with another classification, to the extent that materially different skills and responsibilities are required, the Union will be notified in writing. The County will, after written notice

to the Union, establish a rate for the new classification, which shall be considered temporary for a period of thirty (30) days following the date of notification to the Union. During this period, the Union may request in writing a meeting with the County to negotiate on the matter. If a new rate is agreed upon, it shall be applied retroactive to the first day the employee began work on the job unless otherwise agreed to. If no written request is filed within the thirty (30) day period, the rate shall become permanent at the end of such period. In the event the parties cannot reach an agreement, the County may implement its last offer after MERC mediation.

SECTION B. In the event a new position is established, the County will post the position for three (3) working days.

ARTICLE XXI -- JOB CLASSIFICATIONS

SECTION A. The County reserves the sole right to determine the minimum mental and physical qualifications for each job classification. The County also reserves the sole right to establish and use such job-related written examinations and physical qualification standards as it deems necessary for the hiring, promotion, or transfer into each job classification, as well as, the right to establish the minimum acceptable level of performance on any such examination prior to the examination. The County reserves the right to establish the minimum requirements for each job classification.

SECTION B. The County will adopt a job description outlining the basic job duties and responsibilities of each classification. The County will continue to have the right to adopt, publish, add to, subtract from, alter, change or amend the job descriptions.

ARTICLE XXII -- ATTENDANCE

SECTION A. Employees are expected to report to work on time and to observe working hours that have been established.

SECTION B. In recognition of the difficulties imposed upon the County through failure of employees to comply with working schedules, employees shall give prior notice to their designated Department Head or, in his absence, to his designated representative whenever they expect to report late or to absent themselves from work. Employees who are absent must notify their Department Head or, in his absence, his designated representative within one-half (1/2) hour after their work day begins or present an excuse acceptable to the County. Employees who fail to do so will be considered to be absent without pay.

SECTION C. Employees who report late for work shall have the time deducted from their pay in the multiples of one-tenth (1/10) of an hour for each six (6) minutes.

SECTION D. Each Department Head shall monitor and maintain records of all leaves of absences of each employee of the Department. An attendance report for each appointed Department Head and employee shall be signed by each Department Head or an employee authorized by the Department Head and filed with the County Clerk by Monday noon following the end of each pay period.

ARTICLE XXIII - - HOLIDAYS

SECTION A. Permanent full-time employees shall be paid their regular straight-time rate for their normal daily hours for the following holidays:

New Year's Day	Columbus Day
Martin Luther King Birthday	Veteran's Day
President's Day	Thanksgiving Day
Afternoon of Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

See attached Appendix C for actual dates of observance.

SECTION B. The following rules shall govern the payment of holiday pay:

1. Employees must work their full scheduled work day prior to and their full scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is approved in advance by the County.
2. The employee is on the active payroll, i.e., not on layoff, leave of absence, etc.

SECTION C. Subject to applicable State and Federal laws, when any of the above-enumerated holidays falls on a Saturday, the preceding Friday will be observed as a holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday will be observed as the holiday.

SECTION D. Holidays, as set forth above, shall not be charged against vacation or sick leave when they occur during such approved leaves.

SECTION E. Permanent regular part-time employees shall be paid their regular straight-time rate for their normal daily hours for the same holidays set forth above, i.e., part-time employees will receive holiday pay for those days they would have been scheduled to work.

ARTICLE XXIV -- VACATIONS

SECTION A. Each permanent, full-time employee will earn vacation leave with pay in accordance with the following provisions. Vacation leave may not be taken in advance of being credited.

SECTION B. An eligible employee will be credited with vacation leave with pay according to his seniority on his anniversary date in accordance with the following schedule:

1. On the first annual anniversary date of hire, an employee shall be entitled to five (5) working days vacation which must be used prior to the second annual anniversary date of hire.
2. On the second annual anniversary date of hire, an employee shall be entitled to ten (10) working days vacation which must be used prior to the end of the

immediately following calendar year.

3. So as to convert each employee's vacation leave credits and use to a calendar year basis, on January 1st immediately following an employee's second annual anniversary date of hire, he/she shall receive additional vacation leave credit on a pro rata basis for his/her second annual anniversary date of hire to the end of that calendar year at the rate of .385 vacation days per pay period commencing with the pay period immediately following the employee's second annual anniversary date of hire. Thereafter the employee's vacation leave credits and use shall be on a calendar-year basis.
4. Each employee shall be entitled to vacation leave credit according to the following schedule:
 - a) 3rd through 5th calendar year of employment 12 working days.
 - b) 6th through 10th full calendar year of employment -- 19 working days.
 - c) 11th and each full calendar year of employment thereafter -- 25 working days.

An employee with eleven (11) or more years of service may elect, upon prior approval of the Board of Commissioners, to take twenty (20) days paid vacation and receive a cash payment (at the end of the calendar year) for the remaining five (5) days.

SECTION C. On January 1st of each year, each employee shall receive vacation leave credit for the prior calendar year to the end of that calendar year.

SECTION D. In the event that an employee has not been able to use all of his/her vacation leave days prior to the end of the calendar year, a maximum of three (3) of these unused vacation leave days will be credited for use during the following calendar year. Any remaining unused and/or excess vacation leave days shall be forfeited subject to Section B-4 of this Article.

SECTION E. Vacation leave is credited only on an annual basis except for the purposes of converting an employee to a calendar year, as set forth in Section B-3, and of paying for unused vacation leave when employment ceases, as set forth in Section I, in which cases, vacation leave is credited on a pro rata pay period basis.

SECTION F. Vacation requests will be scheduled by the Department Head whose approval must be obtained prior to using vacation leave days. The Department Head must approve/disapprove the request within two (2) working days after the request has been made.

SECTION G. Vacation leave with pay will be paid at the employee's regular base straight-time pay.

SECTION H. Each employee's vacation leave record shall be maintained in the County Clerk's office.

SECTION I. Unless forfeited, an employee or his/her previously named beneficiary shall be paid for each unused vacation leave day when his/her employment ceases. Payment shall be made at the employee's current rate of pay for each unused vacation leave day which has been credited from the prior calendar year and in addition which has accrued during the current calendar year according to the following schedule:

1. 1st year of employment -- .192 days per pay period.
2. 2nd year of employment -- .385 days per pay period.
3. 3rd through the 5th year of employment -- .462 days per pay period.
4. 6th through 10th calendar year of employment -- .731 days per pay period.
5. 11th and each calendar year of employment thereafter -- .962 days per pay period.

ARTICLE XXV -- SICK TIME

SECTION A. Permanent full-time seniority employees will earn and be credited with one-half (1/2) work day of sick leave credit for each complete pay period of service, for a maximum total of thirteen (13) work days of sick leave credit each year.

In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION B. Sick leave shall be granted to an eligible employee, to the extent of his earned sick leave credit, when the employee is unable to perform his duties due to personal illness or physical incapacity, pregnancy, injury; for medical, dental or optical examination or treatment; when the County or a qualified physician determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others. Up to three (3) sick leave days per year (January 1 through December 31) may be granted in the event a member of the employee's immediate family's illness which necessitates his or her absence from work. Immediate family is defined for purposes of this Section as mother, father, sister, brother, wife, husband, son, daughter, grandchild and grandparents of the employee.

SECTION C. For purposes of computing sick leave pay, a work day shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate.

SECTION D. In order to receive compensation while absent on sick leave, the employee must notify his Department Head within one-half (1/2) hour after the time set for beginning his daily duties, present a request for use of sick leave and the estimated duration of the leave.

SECTION E. The County may require that employees provide specific and detailed medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeding three (3) consecutive work days is taken pursuant to this Article and the County may require a medical statement of fitness to commence working after sick leave has been taken. Falsification of such evidence will be cause for suspension up to and including discharge.

The County may, at its discretion, require that employees submit to physical and mental tests and examinations by a County-appointed doctor whenever sick leave is taken pursuant to this Article, provided, however, that the County will pay the cost of such tests and examinations if not covered by the employee's insurance.

SECTION F. Employees who have exhausted their sick leave credit and are still unable to return to work may be allowed to utilize any unused vacation credits upon written request. Employees who are laid-off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION G. Unused sick leave shall accrue and may be accumulated up to a maximum of one hundred (100) days. On December 31 of each year, eligible employees will be paid, at his present rate of pay, for one-half (1/2) of accumulated unused sick leave in excess of one hundred (100) days.

SECTION H. An eligible employee will also be paid, at his current rate of pay, for one-half (1/2) of accumulated unused sick leave, if employment is terminated by:

1. Retirement under the provisions of the Huron County Retirement Program.
2. Voluntary resignation if the employee provides the County with at least two (2) weeks advance written notice of the resignation.
3. In the event of an employee's death, payment will be made to the employee's designated beneficiary of one hundred (100%) percent of the employee's accumulated sick leave.

SECTION I. The County reserves the right to require an employee to take an involuntary sick or health leave of absence, according to the terms of Section B, Article XXV -- Sick Time, if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his assigned duties in the opinion of the County. Such disability shall be deemed just cause for the purpose of this Agreement.

SECTION J. Unless otherwise directed by the County, sick leave must be taken in increments of at least two (2) hours.

SECTION K. If a period of illness lasting more than one day occurs during vacation leave and it is reported immediately, a revised request for leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than vacation leave. The County may require that an employee provide a doctor's statement for the period of the illness if it extends for more than two (2) days.

SECTION L. Personal Days. Full-time, seniority employees will be given three (3) personal business days per year without loss of pay, to be deducted off of sick leave balance. Personal business days shall be used the same as a sick day (see Section D). The three (3) personal business days shall only be used for the purpose of conducting personal business.

ARTICLE XXVI -- LEAVES OF ABSENCE

SECTION A. The terms and conditions of all leaves of absence shall be in compliance with the Family Medical Leave Act of 1993. The Family Medical Leave Policy, as adopted by the County Board of Commissioners, shall govern qualified leaves under this policy except where it is in violation of this article. The policy and contract will not violate any mandated law.

SECTION B. The County may grant a temporary unpaid leave of absence to eligible bargaining unit employees as set forth below for periods up to ten (10) weeks per calendar year. A written request for such leave must be submitted to the County Board, or its designated representative and the employee's department head, and approved by them, or their designated representative, in writing, prior to the start of the leave. Such leave may be extended upon written approval by the County Board. Seniority shall not accumulate during such leave. No benefits will accrue or continue to an employee during a leave of absence.

1. If absence occurs due to illness or injury to the employee not covered by Worker's Compensation or the Family Medical Leave Act, an employee may be placed on a temporary leave of absence if approved by the Board and after all other available leave benefits have been exhausted, such as sick leave.
2. All reinstatements upon expiration of leaves of absence for medical reasons will be in accordance with the FMLA and its regulations.
3. During a temporary leave of absence, only the employee's life insurance and hospitalization insurance benefits shall remain in effect up to a maximum of 10 weeks. The employee shall be entitled to no other benefits.
4. The employee shall notify his/her Department Head of a change of address while on a temporary leave of absence.
5. An employee may use credited vacation and shall use sick leave days at the beginning of the leave. Vacation leave days accruing in the calendar year of this leave may not be used during the leave.

But, if the employee does not return to work, he/she shall be paid at his/her rate of pay at the commencement of the leave for each day of previously accrued vacation leave and such payment shall be made in the pay period following termination of employment. After all available sick leave days have been exhausted, the employee shall be on leave without pay.

SECTION C. MILITARY LEAVE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. Armed Services.

The leave will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by Huron County until 30 calendar days after military leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from military leave, benefits will again be provided by Huron County according to the applicable plans.

Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the employee's return to active employment.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with all applicable state and federal laws.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

SECTION D. All leaves shall be in writing and signed by the County and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of their leave.

SECTION E. Any employee who obtains employment while on leave of absence shall be automatically terminated from the County effective the date the leave of absence started, unless the employee was specifically granted the leave for that particular purpose. Employees on an approved leave of absence under this Article will be given preference in working available part-time work.

SECTION F. Unless utilizing authorized leaves, an employee who fails to report to work shall be considered to have resigned without notice.

ARTICLE XXVII -- INSURANCE BENEFITS

SECTION A. The County shall continue to furnish health insurance coverage for permanent full-time salaried employees and his/her spouse and/or children. The County reserves the right to change health insurance carriers provided that comparable coverage is obtained. Prior to changing carriers, the County shall notify the Union thirty (30) days in advance. The County will offer all employees their choice of one of three health insurance plans. The following coverage shall be offered by the County:

- Option A - Community Blue 1, \$10/\$40 Rx, \$20 OV, \$20 Chiro, MOPD 2.
- Option B – Community Blue 2, \$10/\$40 Rx, \$20 OV, \$20 Chiro, MOPD 2.
- Option C – Community Blue 3, \$10/\$20 Rx, \$20 OV, \$20 Chiro, MOPD 2.

The Employer shall pay the entire costs of CB 2 and CB 3 listed above for the life of this Agreement. The employer shall pay the costs of CB 1 stated above, except an employee who elects CB 1, shall contribute \$24.00 per month for single coverage, \$53.00 per month for two-person coverage, and \$64.00 per month for family coverage for the current enrollment period. Employees electing CB 1 shall

pay the increase costs above the current rate in subsequent enrollment periods. In no event shall an employee's cost share increase by more than 25% per enrollment period. (For example, if an employee currently pays \$24.00 per month for CB 1 single coverage, their cost share shall not exceed \$30.00 per month after the 2008 enrollment period. However, it is understood that the costs share increase is not limited to 2008 and may apply to subsequent enrollment periods.)

SECTION B. The County agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish the Life Insurance; a \$10,000 Life Insurance Policy, \$20,000 double indemnity is provided for each employee.

SECTION C. The County shall continue to furnish vision care and dental insurance coverage comparable to that which it provided as of December 31, 1992, for permanent full-time salaried employees which is 80-20 co-pay, with a \$1,000 limit per member, per benefit year. The County reserves the right to change insurance carriers provided that comparable coverage is obtained. Prior to changing carriers, the County shall notify the Union thirty (30) days in advance.

SECTION D. An eligible full-time employee shall become insured as soon as permissible under the insurance plans set forth in Sections A, B, and C of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or quits or retires (except as provided below) or the day he goes on any leave of absence or is laid off, provided that those employees who go on a County-approved leave of absence without pay may keep their group coverage in effect to the extent, and or such periods of time, as may be permissible under the contracts between the County and the carrier by depositing with the Clerk's Office the full amount of the premiums for the leave of absence on or before their last day of work prior to the leave of absence. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

SECTION F. Eligibility, coverage, and benefits under the above insurance plans are subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between the County and the carriers. Any rebates or refunds on premiums paid by the County shall accrue to the County. The County reserves the right to select the carrier or change carriers, providing that the benefits are comparable. No matter contained in this Article shall be subject to the Grievance Procedure.

SECTION G. The County will pay the premium for the County health care benefit plan, as it may be constituted from time to time, for current County employees, if an election is made by them to remain under such plan. The payment will be made for the current employee and his/her spouse. Spouse is defined as that person, if any, who is lawfully married to the employee on the date the employee retires from employment with the County. The payment will be made on the following basis:

1. Any employee hired before January 1, 1996, the County shall pay 50% of Option C – Community Blue 3 or Option B – Community Blue 2 for such retired employee having at least 10 years of continuous service with the County and being of the age of 55 or older at the time of retirement.

2. Any employee hired before January 1, 1996, the County shall pay 75% of Option C – Community Blue 3 or Option B – Community Blue 2 for such retired employee having at least 15 years of continuous service with the County and being of the age of 55 or older at the time of retirement.
3. Any employee hired before January 1, 1996, the County shall pay 100% of Option C – Community Blue 3 or Option B – Community Blue 2 for such retired employee having at least 20 years of continuous service with the County and being of the age of 55 or older at the time of retirement or for such employee having at least 10 years of continuous service with the County and being of the age of 60 or older at the time of retirement.
4. The obligation of the County to pay for health insurance for the retiree and spouse shall cease in the event that comparable health insurance is available to the retiree through another employer or other source. For example, if the retiree accepts other employment and health insurance is available from that employer, then the County's obligation to the retiree shall cease, or in the event that the retiree is eligible for health insurance through his/her working spouse, the County shall not be obligated to provide health insurance benefits. All questions of eligibility shall be determined by the rules and regulations established by the carrier providing such coverage. The retiree may return to the County insurance coverage in the event he/she loses coverage from another source.
5. To be eligible to receive County payments for benefits as set forth herein, the retiree must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee. The retiree receiving health benefits under this contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by the County shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above requirements.
6. For the purpose of this agreement, any employee hired on or after January 1, 1996, the County shall pay 100% of Option C – Community Blue 3 or Option B – Community Blue 2 for employees having at least 25 years of continuous service and being of the age of 60 at the time of retirement.
7. In the event of the death of an employee/retiree, the employee's/retiree's spouse can elect to continue insurance coverage by reimbursing the County for the cost of such insurance.
8. For the purpose of this agreement, any employee hired on or after March 1, 2008, the County shall pay 100% of Option C – Community Blue 3 or Option B – Community Blue 2 for employees having at least 25 years of continuous service and being of the age of 60 at the time of retirement until they are Medicare

eligible.

SECTION H. The County will continue to offer the Optional Insurance and Benefits programs, or comparable programs, to its employees through payroll deductions.

SECTION I. The County shall pay \$400 per month to an employee in lieu of taking the health insurance coverage. There shall be no double coverage and no "in lieu of" (e.g. husband and wife both employed by the County of Huron) health insurance payment. Applications for this may be obtained in the County Clerk's Office. In the event the employee's spouse is no longer covered with health insurance coverage, the employee may come back under the County's health insurance coverage. The \$400 per month payment in lieu of health coverage will discontinue on the date the County health insurance coverage becomes effective.

SECTION J. It is understood that during the third year (2010) of this Agreement, either party may submit a written request to re-open this Agreement for negotiation on Health Care Insurance only.

ARTICLE XXVIII -- FUNERAL LEAVE

SECTION A. Any full-time employee subject to this Agreement, who, while actively working (i. e., not on layoff, etc.) shall suffer death in his immediate family will be granted a funeral leave of absence with normal daily basic straight-time pay as follows:

1. One of the requested days must be the day of the funeral and the employee must attend the funeral.
2. In the event of the death of any employee's spouse or child, he/she may take up to five (5) working days funeral leave. In the event of the death of the employee's parent, he may take up to three (3) working days funeral leave. An Employee's Department Head in his/her sole discretion and based upon special circumstances, may grant up to an additional two (2) working days funeral leave in this situation.
3. In the event of the death of a brother, sister, grandchild or grandparent of the employee or a parent or grandparent of the employee's spouse, the employee may take one (1) working day funeral leave. The employee's Department Head, in his/her sole discretion and based upon special circumstances, may grant up to an additional four (4) working days funeral leave in this situation.
4. In the event of the death of an employee's brother-in-law, sister-in-law, or aunt, uncle, niece or nephew by blood relation, he/she may take one (1) working day funeral leave. The employee's Department Head, in his/her sole discretion, may grant up to an additional two (2) working days funeral leave for travel in this situation.
5. An employee may take one (1) working day funeral leave upon the death of any other relative or where he is to serve as a pallbearer.

6. A Department Head may, in his/her discretion, grant time off of less than one (1) working day for an employee to attend the funeral of any other person under special circumstances.
7. An employee may take such vacation time as he/she is entitled without notice to supplement funeral leave.

SECTION B. The County may require written application for such leave, provided that initial arrangements may be made verbally with the appropriate Department Head; as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral.

ARTICLE XXIX -- RETIREMENT

SECTION A. The County will, for the duration of this Agreement, maintain the Michigan Municipal Employees Retirement System program as currently in force. Rules concerning eligibility, contributions, coverage and benefits under the program and all other rules concerning the maintenance of the program will be as are established under the program and shall not be subject to the Grievance Procedure. The program in effect is the MERS B-3, FAC-3, F-55 with fifteen (15) years of service, E, E-1, and E-2, with an employee contribution of three (3%) percent of the first \$4,200.00 of their annual pay and five (5%) percent of portions over \$4,200.00.

SECTION B. The County will continue to offer a Deferred Compensation Program, or comparable program, to its employees through payroll deductions.

ARTICLE XXX -- JURY DUTY

SECTION A. A full-time or regular part-time employee who is summoned and reports for jury duty will be paid his regular, straight-time wage computed on a daily basis for each hour during which he performs jury duty and on which he otherwise would have been scheduled to work. An employee shall return to regularly scheduled employment with the County when temporarily excused from attendance at court, provided that there is at least one (1) hour remaining of scheduled work. Employees shall submit evidence of attendance at jury duty upon request.

SECTION B. In order to receive payment under this Article, the employee must pay over to the County all fees paid by the Court, except the mileage fee, and the employee must give the County prior notice that he has been summoned for jury duty.

ARTICLE XXXI -- SEPARATION

SECTION A. Each employee must give his/her Department Head at least ten (10) working days previous written notice of his/her intention to leave County employment. Vacation leave days and compensatory time off shall not be considered in calculating the timeliness of this notice.

SECTION B. An employee shall forfeit all accrued and/or credited benefits if his/her employment ceases by resignation without the required notice or by termination.

SECTION C. Final paychecks shall be issued to an employee who ceases to be employed by the

County only after the employee has returned all County keys and/or property in his/her possession to the County Clerk or, upon failure to return same after a reasonable time, only after reasonable charges therefore have been deducted therefrom by the County. The check shall be issued to eligible persons within the next regularly scheduled pay period.

ARTICLE XXXII -- HEALTH & SAFETY

SECTION A. Each employee involved in any accident involving bodily injury or property damage in the course of his work, whether or not involving vehicle operation, shall promptly and completely report the details thereof to the County. When required by his supervisor, the employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons and/or vehicles involved, their insurers (if known), names and addresses of witnesses and all other information required by the County. All injuries sustained by any employee in the course of his work shall be immediately reported to the Department Head and, when the County so designates, be subject to treatment by or under the supervision of a County-appointed physician, provided that the County will pay the cost of such examination or treatment if the employee's insurance does not cover same.

SECTION B. Each employee shall carefully follow all safety regulations of the County and shall use all safety equipment provided by the County. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of the County's safety rules shall subject the employee to disciplinary action by the County.

ARTICLE XXXIII -- OUTSIDE ACTIVITY

SECTION A. No employee may directly or indirectly maintain or engage in any outside business, financial or employment activity which conflicts with the interests of the County or which interferes with his ability to discharge his County duties.

ARTICLE XXXIV -- RESIDENCY

SECTION A. All employees shall be required to live no farther than twenty (20) miles from the nearest boundary of the County of Huron. This requirement may be waived by the Board in its discretion. A residency waiver must be requested in writing by the employee and signed by the Chairman of the Board after approval by the Board. Those employees residing outside of the County as of September 1, 1984, shall be grandfathered and will not be required to move into the County.

All new employees must comply with this article within one (1) year of the date of hire. This requirement does not apply to a person if the person is married and both of the following conditions are met:

- a.) The person's spouse is employed by another public employer; and
- b.) The person's spouse is the subject to a condition of employment or promotion that, if not for this section, would require him or her to reside a distance of less than twenty (20) miles from the nearest boundary of the public employer.

ARTICLE XXXV -- INCLEMENT WEATHER

SECTION A. If, on account of inclement weather, the Chairman of the Board or authorized person declares the County office will be closed, employees shall not be required to report to nor remain at work and shall receive full pay during such closing. The Chairman of the Board or authorized person will attempt to notify employees no less than one (1) hour prior to the start of the workday. Authorized notice may be in the form of local radio stations, telephone contact using an individual office networking, etc. At the discretion of the department head, in the event an employee has requested any type of previously approved leave (sick, personal, vacation, etc.), the prior approved leave shall be observed.

SECTION B. In the event the County offices are not closed but an Employee deems it necessary to leave work or report late due to inclement weather, upon notifying the department head or elected official of that office, the Employee may leave work or report late. To receive pay for such absence, the Employee may utilize their sick time, vacation time, or work out a schedule with the department head or elected official to make up such time. The time must be indicated on the attendance sheet turned into the County Clerk's Office to receive pay.

ARTICLE XXXVI -- SUBCONTRACTING

SECTION A. The right of contracting or subcontracting is vested with the county.

SECTION B. The County shall notify the Union of its intention to contract or subcontract work currently performed by any full-time bargaining unit member at least thirty (30) calendar days prior to letting any contract or subcontract. The Union may request and shall be provided a meeting with the County within that thirty (30) calendar day period. At such meeting, the County will advise the Union of the nature, scope, and reasons of the work to be contracted or subcontracted, in addition to the names and classifications of employees affected. The County shall not let a contract or subcontract until twenty (20) calendar days after a meeting with the Union. This provision does not apply to contracts or subcontracts of work, processes or services of the same nature and same extent as prior to the effective date of this Agreement.

ARTICLE XXXVII -- PERSONNEL RECORDS

SECTION A. The County and/or the Department Head shall not disclose any disciplinary report or reprimand to any person, without prior written notice to the employee, and no disciplinary report more than three (3) years old shall be disclosed under any circumstances, unless required by law and/or by a State, Federal, or local agency. An employee shall be permitted, upon written request, access to his or her personnel file at least twice per year and may, at his or her own expense, have copies provided of specific segments thereof.

ARTICLE XXXVIII -- NON-UNIT PERSONNEL

SECTION A. Notwithstanding any other provision of this Agreement, non-bargaining unit County employees may continue to perform bargaining unit work in accordance with past practices and/or for instruction or training employees, and/or in those situations in which it is necessary to meet the work requirements of the Department and/or in emergencies.

ARTICLE XXXIX -- EXPENSE REIMBURSEMENT

SECTION A. An employee who uses his/her personal motor vehicle in the course of County business on a regular basis must obtain and keep in force automobile liability insurance and must inform the insurer that such motor vehicle is being used in the course of County business.

SECTION B. An employee shall be reimbursed for motor vehicle mileage incurred in the course of County business at the rate per mile paid to members of the Board of Commissioners.

SECTION C. An employee shall be reimbursed for professional conference and workshop expenses and meals and lodging which have been approved by the Board and according to the following:

Unless meals are given at an established rate and as a part of a conference or workshop package, reimbursement shall be in full provided it is reasonable. Unless lodging is given at an established rate and as a part of a conference or workshop package, reimbursement shall be in full provided it is reasonable. An employee shall be reimbursed only for the single occupancy rate of lodging and his or her own meals.

SECTION D. Employee expenses shall be reimbursed based upon vouchers, which must be submitted to the County Clerk by the close of business day the Wednesday prior to the second and fourth Tuesday of each month. Mileage vouchers must include the date, mileage, point of origin and destination, and purpose of the trip. Other vouchers must include itemized statements and receipts.

ARTICLE XL -- UNEMPLOYMENT INSURANCE

SECTION A. The County agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement.

ARTICLE XLI -- LONGEVITY

SECTION A. Definition of Longevity. Longevity shall be defined as the length of an employee's continuous full-time service with the County since the employee's last date of hire. "Continuous service" means an employee's uninterrupted full-time service from his/her last date of hire.

In calculating an employee's length of service, the probationary service shall be included after he/she successfully completes the same.

Longevity Plan. Effective January 1, 1993, the Employer will provide a Longevity Plan for full-time employees who have been employed full-time continuously as provided hereunder:

5 Years of Continuous Service \$175.00
10 Years of Continuous Service 275.00
15 Years of Continuous Service 400.00
20 Years of Continuous Service 550.00

SECTION B. The longevity payments will be made within twenty (20) days of eligibility as noted above.

ARTICLE XLII -- GENERAL

SECTION A. Each employee must, at all times, present a well-groomed appearance and dress in a fashion appropriate for his/her position.

SECTION B. The County will provide unemployment and workmen's compensation insurance as required by applicable law.

SECTION C. The County may, in its discretion, require that employees submit to physical and mental tests and examinations by a County-appointed doctor when such tests and examinations are considered to be of value to the County in maintaining a capable work force, employee health and safety, etc., provided, however, that the County will pay the cost of such tests and examinations if the employee's insurance does not cover same.

SECTION D. The County reserves the right to install time clocks.

SECTION E. Notwithstanding any other contract provision, it is understood that all elected officials shall have the right to appoint and to change the persons serving as Chief Deputies from within or outside of the bargaining unit and such decisions shall not be grievable.

SECTION F. No later than one (1) week from the date of hire, each new employee shall obtain a complete general physical examination by a qualified local physician and shall submit to the County a complete general physical examination report form signed by the physician. The County shall pay up to \$30.00 of the cost of this examination and report. In the event that an employee is required by the County to have a physical exam prior to being hired, then, the above requirement may be waived by the County.

SECTION G. The County will not be responsible for the loss or theft of an employee's personal property which is brought to work.

ARTICLE XLIII -- SCOPE OF AGREEMENT

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the Union, for the life of this Agreement, each voluntarily and unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between the County and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XLIV -- SEPARABILITY AND SAVING CLAUSE

SECTION A. If any Article or Section of this Agreement, or any Appendix thereto, shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, and any Appendix thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of which has been restrained, shall not be affected thereby.

A special conference shall be held within ten (10) days with the employee affected by this provision to discuss the provision in question that may be invalid.

ARTICLE XLV -- DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of January 1, 2008, and shall continue to remain in full force and effect to and including December 31, 2012, and thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to December 31, 2012, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend, this Agreement. A notice of desire to modify, alter, amend, renegotiate, or change, or any combination therefore, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate.

SECTION B. IN WITNESS WHEREOF, the County and the Union have caused this Agreement to be executed in their names by their duly authorized representatives on this 22nd day of April, 2008.

HURON COUNTY, MICHIGAN

COUNCIL 25 OF THE AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES,
AFL-CIO
(GENERAL COUNTY UNIT II)

Robert W. Haldane, Chairman
Board of Commissioners

Terrie Campbell
AFSCME Field Representative

M. Richard Knoblock
Circuit Court Judge

Krisie S. Fritz

David Clabuesch
Probate Court Judge

June M. Tice

APPENDIX A
CLASSIFICATION APPENDIX

GRADE

05	Deputy Register of Probate, Family Division Deputy Clerk
06	Deputy Register/Recorder, Juvenile Assistant/Adoption Specialist/Recorder
07	Chief Deputy Register/Recorder
10	Register of Probate/Administrator
12	Juvenile Officer/Referee
13	Senior Juvenile Officer/Referee

It is understood that the designation of classifications are for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

The Starting Rate will be paid to employees during the initial six (6) months of employment.

APPENDIX B
WAGE APPENDIX

2008 – 2.5% across the board pay increase (effective January 1, 2008).
2009 – 2.5% across the board pay increase (effective January 1, 2009).
2010 – 2.5% across the board pay increase (effective January 1, 2010).
2011 – 2.5% across the board pay increase (effective January 1, 2011).
2012 – 2.5% across the board pay increase (effective January 1, 2012).

Salary Progression Schedules
(37.5 hours per week)

1/1/2008

	<i>Start</i> Step 1	<i>6 months</i> Step 2	<i>1 year</i> Step 3	<i>2 years</i> Step 4	<i>3 years</i> Step 5	<i>5 years</i> Step 6	<i>10 years</i> Step 7
Grade 5	22,031	22,913	23,793	24,677	25,557	26,439	27,320
Grade 6	23,763	24,745	25,664	26,614	27,565	28,514	29,465
Grade 7	25,490	26,511	27,530	28,550	29,571	30,588	31,608
Grade 8	27,220	28,308	29,396	30,485	31,574	32,665	33,753
Grade 9	28,948	30,106	31,264	32,422	33,579	34,738	35,896
Grade 10	30,678	31,905	33,131	34,360	35,587	36,813	38,041
Grade 11	32,406	33,702	35,000	36,295	37,592	38,889	40,186
Grade 12	34,134	35,501	36,866	38,231	39,599	40,963	42,328
Grade 13	35,864	37,300	38,736	40,169	41,605	43,037	44,473

1/1/2009

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	22,582	23,486	24,388	25,294	26,196	27,100	28,003
Grade 6	24,357	25,364	26,306	27,279	28,254	29,227	30,202
Grade 7	26,127	27,174	28,218	29,264	30,310	31,353	32,398
Grade 8	27,901	29,016	30,131	31,247	32,363	33,482	34,597
Grade 9	29,672	30,859	32,046	33,233	34,418	35,606	36,793
Grade 10	31,445	32,703	33,959	35,219	36,477	37,733	38,992
Grade 11	33,216	34,545	35,875	37,202	38,532	39,861	41,191
Grade 12	34,987	36,389	37,788	39,187	40,589	41,987	43,386
Grade 13	36,761	38,233	39,704	41,173	42,645	44,113	45,585

1/1/2010

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	23,147	24,073	24,998	25,926	26,851	27,778	28,703
Grade 6	24,966	25,998	26,964	27,961	28,960	29,958	30,957
Grade 7	26,780	27,853	28,923	29,996	31,068	32,137	33,208
Grade 8	28,599	29,741	30,884	32,028	33,172	34,319	35,462
Grade 9	30,414	31,630	32,847	34,064	35,278	36,496	37,713
Grade 10	32,231	33,521	34,808	36,099	37,389	38,676	39,967
Grade 11	34,046	35,409	36,772	38,132	39,495	40,858	42,221
Grade 12	35,862	37,299	38,733	40,167	41,604	43,037	44,471
Grade 13	37,680	39,189	40,697	42,202	43,711	45,216	46,725

1/1/2011

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	23,726	24,675	25,623	26,574	27,522	28,472	29,421
Grade 6	25,590	26,648	27,638	28,660	29,684	30,707	31,731
Grade 7	27,450	28,549	29,646	30,746	31,845	32,940	34,038
Grade 8	29,314	30,485	31,656	32,829	34,001	35,177	36,349
Grade 9	31,174	32,421	33,668	34,916	36,160	37,408	38,656
Grade 10	33,037	34,359	35,678	37,001	38,324	39,643	40,966
Grade 11	34,897	36,294	37,691	39,085	40,482	41,879	43,277
Grade 12	36,759	38,231	39,701	41,171	42,644	44,113	45,583
Grade 13	38,622	40,169	41,714	43,257	44,804	46,346	47,893

1/1/2012

	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Grade 5	24,319	25,292	26,264	27,238	28,210	29,184	30,157
Grade 6	26,230	27,314	28,329	29,377	30,426	31,475	32,524
Grade 7	28,136	29,263	30,387	31,515	32,641	33,764	34,889
Grade 8	30,047	31,247	32,447	33,650	34,851	36,056	37,258
Grade 9	31,953	33,232	34,510	35,789	37,064	38,343	39,622
Grade 10	33,863	35,218	36,570	37,926	39,282	40,634	41,990
Grade 11	35,769	37,201	38,633	40,062	41,494	42,926	44,359
Grade 12	37,678	39,187	40,694	42,200	43,710	45,216	46,723
Grade 13	39,588	41,173	42,757	44,338	45,924	47,505	49,090

APPENDIX C
HOLIDAY APPENDIX

<u>Holiday</u>	<u>2008</u>	<u>2009</u>	<u>2010</u>
New Year's Day	Tues Jan 1	Thur Jan 1	Fri Jan 1
Martin L. King Jr. Day	Mon Jan 21	Mon Jan 19	Mon Jan 18
President's Day	Mon Feb 18	Mon Feb 16	Mon Feb 15
Afternoon of Good Friday	Fri Mar 21	Fri Apr 10	Fri Apr 2
Memorial Day	Mon May 26	Mon May 25	Mon May 31
Independence Day	Fri July 4	Fri July 3	Mon July 5
Labor Day	Mon Sept 1	Mon Sept 7	Mon Sept 6
Columbus Day	Mon Oct 13	Mon Oct 12	Mon Oct 11
Veteran's Day	Tues Nov 11	Wed Nov 11	Thur Nov 11
Thanksgiving Day	Thur Nov 27	Thur Nov 26	Thur Nov 25
Friday after Thanksgiving Day	Fri Nov 28	Fri Nov 27	Fri Nov 26
Christmas Eve Day	Wed Dec 24	Thur Dec 24	Thur Dec 23
Christmas Day	Thur Dec 25	Fri Dec 25	Fri Dec 24

<u>Holiday</u>	<u>2011</u>	<u>2012</u>
New Year's Day	Fri Dec 31 (2010)	Mon Jan 2
Martin L. King Jr. Day	Mon Jan 17	Mon Jan 16
President's Day	Mon Feb 21	Mon Feb 20
Afternoon of Good Friday	Fri Apr 22	Fri Apr 6
Memorial Day	Mon May 30	Mon May 28
Independence Day	Mon July 4	Wed July 4
Labor Day	Mon Sept 5	Mon Sept 3
Columbus Day	Mon Oct 10	Mon Oct 8
Veteran's Day	Fri Nov 11	Mon Nov 12
Thanksgiving Day	Thur Nov 24	Thur Nov 22
Friday after Thanksgiving Day	Fri Nov 25	Fri Nov 23
Christmas Eve Day	Fri Dec 23	Mon Dec 24
Christmas Day	Mon Dec 26	Tues Dec 25