

AGREEMENT

between

EMMET COUNTY

and

UNITED STEELWORKERS, AFL-CIO-CLC,
on behalf of Local # 8384

Duration: January 1, 2008 – December 31, 2011

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of December, 2007, by and between the Board of County Commissioners of the County of Emmet, Michigan, the Clerk, the Treasurer, the Register of Deeds, and the Prosecuting Attorney, hereinafter referred to as the "Employer", and the United Steelworkers, AFL-CIO-CLC, on behalf of Local # 8384, hereinafter referred to as the "Union."

RECOGNITION

SECTION 1.1. COLLECTIVE BARGAINING UNIT. The Employer recognizes the Union as the sole and exclusive bargaining representative for:

All employees of the County of Emmet, including truck drivers at the DPW, BUT EXCLUDING elected officials, one chief deputy for each of the Clerk, Treasurer and Register of Deeds, Road Commission employees, medical care facility employees, A.D.C. employees, investigators, employees under a State grant, assistant to controller, confidential employees, supervisors.

FURTHER, the Prosecuting Attorney shall have sole authority to determine appointments to the positions within his/her office, such Appointee to serve solely at the discretion of the Prosecuting Attorney. If, for any reason, the Prosecuting Attorney exercises his/her authority, short of discharge for cause, the affected position may exercise his/her right pursuant to the provision of Section 6.1, layoff and recall.

SECTION 1.2 DEFINITIONS.

(a) FULL-TIME EMPLOYEE. A full-time employee is one who is scheduled to work the full number of scheduled hours daily, weekly and annually. This does not preclude the employee from working in more than one department providing the full workday schedule is maintained.

(b) PART-TIME EMPLOYEE. A part-time employee is one having an established schedule of work hours weekly and annually which amounts to not more than sixty (60) hours per pay period. The schedule established may be for part of the normal daily work hours or for part of the normal workdays per week.

(c) TEMPORARY EMPLOYEE. A temporary employee is one hired on an hourly basis for a special work project of duration not to exceed ninety (90) workdays. Examples are individuals hired to fill in for regular employees on sick or annual leave or on leave of absence; as extra help for a temporary work increase in a department and to accomplish a special project that is outside the normal activities of any department. Within one week of the hiring of such temporary help, the Union is to

be notified in all cases involving work of more than a week's duration.

(d) SEASONAL EMPLOYEE. A seasonal employee is one hired to work at a County owned and operated recreational facility for one season. The recreational season shall be considered within the time period of May 1st to September 30th. The Union shall be notified immediately of any such employee considered for work continuing beyond recreational season.

ASSOCIATION SECURITY AND CHECKOFF

SECTION 2.1 AGENCY SHOP.

(a) All employed in the bargaining unit, or who become employees in the bargaining unit, who are not already members of the Union, shall within ninety (90) days of the effective date of this provision, or within ninety (90) days of the date of hire by the Employer, whichever is later, become members, or in the alternative, shall within ninety (90) days of the effective date of this provision or within ninety (90) days of their date of hire by the Employer, whichever is later, as a condition of employment, pay to the Union the initiation or records maintenance fee and each month a service fee in an amount equal to the regular monthly Union membership dues uniformly required of the employees of the Employer who are members. The records maintenance fee shall be equivalent of the initiation fee.

(b) An employee who shall tender to the Union initiation or records maintenance fee and membership dues (or service fee) uniformly required as a condition of acquiring or obtaining membership in the Union, shall be deemed to meet the conditions of this Section so long as the employee is not more than thirty (30) days in arrears of payment of such dues (or fees).

(c) The Union shall notify the Employer in writing in the event that an employee ceases to comply with the aforesaid provision; such notice shall set forth the specifics (including the dates and amounts) of such noncompliance. The Union shall not issue such notice unless the employee is thirty (30) days or more delinquent in the payment of such dues and/or fees.

(d) The Employer shall discharge such employee within fifteen (15) days after notification set forth aforesaid is received unless notified by the Union that the employee has rectified the delinquency. If, in accordance with this Section, an employee is discharged by the Employer pursuant to written notice of the Union and the employee subsequently challenges such discharge, the Union shall indemnify against liability and hold the Employer harmless for any and all claims, as well as for any amount required to be paid by the Employer to and on behalf of the employee because of such discharge.

SECTION 2.2 CHECKOFF.

(a) The Employer shall deduct Union dues, service fees, initiation or records maintenance fees or assessments from the first pay closed and calculated in each month as designated by the International Secretary/Treasurer of the Union and promptly remit the same to the International Secretary/Treasurer of the Union. Such deduction shall only be made after the checkoff form has been signed by the employee. The Union shall refund to the employee Union dues, service fees, initiation or records maintenance fees or assessments erroneously deducted by the Employer and paid to the Union.

(b) The Union shall notify the Employer in writing of the amount of the dues, service fees, initiation fees or records maintenance fee to be deducted and whenever they are changed thereafter. Application for checkoff of dues, service fees, initiation fees or records maintenance fees shall be made by individual employees on a form to be furnished by the Union.

(c) Such dues or fees, accompanied by the list of employees from whom they have been deducted and the amount deducted from each, and by a list of employees who have authorized such deductions and from whom no deduction was made and the reason therefore, shall be forwarded to the International Secretary/Treasurer of the Union and Local's Financial Secretary at the time that the dues and fees are remitted. This shall be done within one (1) week after the first pay closed and paid in the month.

(d) The Employer shall not be liable to the Union by reason of the requirements of this Section of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from employee wages and the Union agrees to indemnify against liability and hold the Employer harmless for any and all claims arising out of its agreement to deduct dues, initiation or service fees.

SECTION 2.3 DUES OR SERVICE FEES. The Union shall establish a fixed amount for monthly dues or service fees for each member and shall notify the Employer in writing of the amount per member to be deducted. It is the sole responsibility of the Union to notify the Employer in writing of the amount of monthly dues or service fees to be deducted from the pay of all new hires during the life of this Agreement.

SEVERABILITY AND SAVINGS CLAUSE

SECTION 3.1 SEVERABILITY AND SAVINGS CLAUSE. If any Section of this contract, or if any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such 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 has been restrained, shall not be affected thereby.

In the event that any Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such Sections during the period of invalidity or restraint.

EMPLOYER RIGHTS AND RESPONSIBILITIES

SECTION 4.1. RESERVED RIGHTS. The Employer retains the sole right to manage its business which includes but is not limited to the right to hire, lay off, assign, transfer and promote employees; to discipline and discharge employees for cause; to determine the starting and quitting time and the number of hours to be worked; to determine the number, location and type of facilities and installations; to direct the work force, assign work and determine the number of employees to be employed and/or assigned to operations; to establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification; and to establish wage rates for any new or changed classification; to establish work schedules; to transfer, promote and demote employees from one classification, department or shift to another; to promote or transfer, with their consent, bargaining unit employees to supervisory positions and to determine the qualifications and competency of employees to perform available work; to establish oral and written work rules, regulations, policies and procedures, including but not limited to the Emmet County Policies and Procedures Manual, that are applicable to all county employees, including those covered by this agreement, subject only to such regulations and restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

SECTION 4.2 NON-DISCRIMINATION POLICY. It is the policy of the Emmet County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, religion, national origin or sex. Nor does the County discriminate because of age except by regulations applicable to all people that are prescribed from time to time by the said Board of Commissioners. Furthermore, discrimination on the part of any employee will not be tolerated in dealing with the public and all persons dealing with the County will receive equal treatment. Grievances under this Section shall not be subject to the arbitration procedure provided herein.

SECTION 4.3 OTHER AGREEMENTS. The Employer agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement; or any agreement or contract with the said employees individually or collectively, which in any way conflicts with

the terms or provisions of this Agreement.

SENIORITY

SECTION 5.1 SENIORITY DEFINITION.

(a) Employees shall accumulate County-wide seniority as measured from the most recent date of hire.

(b) The employee's County seniority shall accumulate continuously from the date of most recent employment until terminated by any of the circumstances enumerated in Section 5.3 below. When two or more people are hired and report for work on the same day, their seniority shall be determined by comparison of social security numbers, the employee having the lowest number being accorded greater seniority.

SECTION 5.2 PROBATIONARY PERIOD.

(a) The seniority of a new employee shall be established after completion of the probationary period of their most recent hiring and shall date back to that most recent date of hiring.

(b) All employees shall be considered as probationary employees until they have completed ninety (90) calendar days of employment, provided, however, that the probationary period shall be extended by a period of time equal to the period of time of any absences in excess of seven (7) days. By mutual agreement between the parties, the probationary period may be extended for a total of one hundred twenty (120) days.

Notwithstanding the probationary period recited herein, all employees hired to operate snow removal equipment at the Airport shall be considered on probation for one (1) year. Probationary employees may be terminated or laid off without recourse to this Agreement.

SECTION 5.3 LOSS OF SENIORITY.

(a) An employee's seniority and employment relationship with the Employer shall be terminated when:

- (1) He quits;
- (2) He is discharged for just cause;

(3) He is absent for three (3) consecutive working days without notice to the Employer and the reason for such absence is not excused by the Employer,

unless it is impossible for the employee to give such notice;

(4) He fails to report for work as scheduled within ten (10) calendar days after notice of recall from any layoff has been sent to the last known address as reflected on employee records;

(5) He fails to report for work on the required date at the end of an authorized leave of absence or authorized extension thereof, unless such reporting is impossible;

(6) He is on layoff, absence due to injury or disease for which Workers Compensation shall be paid, or non work related injury or disease and is receiving long term disability benefits, for one (1) year or the length of his seniority, not to exceed twenty four months unless otherwise mutually agreed;

(7) He retires or is retired under any retirement plan.

SECTION 5.4 SENIORITY LISTS. The Employer shall furnish a current list of employees, full-time and part-time, which shall include the employee's name, hiring date, county seniority date, classification and classification rate of pay. Such lists shall be revised (if changes or additions occur) every twelve (12) months and a copy given to the Union. The Union shall have the right to protest the accuracy of such list, or any revision within ten (10) days after receipt of the list.

SECTION 5.5 VACANCIES PERMANENT.

(a) When a job vacancy occurs, bids shall be considered from employees in all departments as follows:

(1) A notice shall be posted for five (5) workdays on the time clock bulletin boards setting forth the title of the job classification, the department, the rate of pay and a brief description of the required duties and qualifications.

(2) Employees shall be eligible to submit a bid, in writing, on a form to be furnished by the Employer, requesting consideration for a permanent transfer to the job classification and department where the posted vacancy exists. Transfers shall be awarded first on the basis of qualifications and ability to perform the requirements of the job. Where two or more employees have equal qualifications and ability, the senior employee shall be given preference.

(b) An employee awarded a permanent transfer to a new job classification pursuant to the provisions of this section may be required to remain in his/her old job up to fifteen (15) workdays. The Employer may disqualify an employee prior to the completion of a fifteen (15) workday period when lack of ability to qualify is clear. If additional time is needed to evaluate the employee's capabilities an extension may be granted upon mutual agreement of the department heads affected. An Employee

who fails to qualify or who does not desire to remain in the job shall be returned to his former job classification and department without loss of seniority rights within the qualifying period.

If an employee feels the disqualification is unjustified he may seek satisfaction through the grievance procedure.

(c) In the event the vacancy is not filled through the bidding procedure established by this Section, the Employer may fill the posted vacancy by hiring a new employee.

(d) There will be a separate seniority list for part-time employees, but full-time employees shall have preference in all matters affected by seniority. Bids from part-time employees may be considered only after it has been determined that the vacancy cannot be filled by full-time employees in the department. Part-time employees may be given preference for full-time positions before a new employee is hired.

(e) The Unit Chairperson shall be provided with a copy of all postings at the time of posting.

(f) An employee awarded a permanent transfer to a new job classification at a higher level will not necessarily retain his or her step position at the time of transfer, but will not receive a reduction in pay.

SECTION 5.6 VACANCIES TEMPORARY. In the event there is a temporary job vacancy resulting from vacations, leaves of absence, temporary work increases, etc., the Employer may fill such temporary job vacancy by either hiring a new temporary employee or employees to such vacancy for a period not to exceed ninety (90) days, or by transferring another employee or employees to such vacancy for a period not to exceed ninety (90) days, unless a longer time is agreed to by the Employer and the Union. An employee temporarily transferred under this paragraph shall acquire no seniority rights in the job classification to which he is temporarily transferred, and upon completion of the temporary transfer, he shall return to his former job classification.

SECTION 5.7 PART-TIME EMPLOYEES. Any part-time job that is increased to full-time shall be put up for bids.

SECTION 5.8 WORK SHIFT. Where the starting or ending times are revised within a department the changes will be offered to the employees within that classification on a seniority basis.

LAYOFF AND RECALL

SECTION 6.1 LAYOFF AND RECALL.

(a) When the working force is reduced, employees shall be laid off in the inverse order of seniority in the classification affected, provided that the more senior employees retained have the necessary qualifications and present ability to perform the required work.

(b) Employees selected for layoff in accordance with the above procedure shall be entitled to displace any employee in his classification, or a lesser classification, who has less County seniority, so long as the employee retained has the necessary qualifications and present ability to perform the required work of the person displaced. It is the intent of this procedure that, in the selection of employees for layoff, the Employer shall be obliged to retain those employees with the greatest seniority, provided such employees have the necessary qualifications and present ability to perform the duties of the job which is open or a job held by a junior employee.

(c) Whenever an employee is to be laid off, the employer shall, when practical, notify the employee and the Chairperson of the Grievance Committee at least ten (10) working days in advance of such layoff.

Notwithstanding the above, the Employer, at its discretion, reserves the right to pay said employee the equivalent of ten (10) days pay and proceed with immediate layoff.

(d) RECALL. Laid-off employees shall be recalled by classification in accordance with seniority; that is, within each classification, the employee with the greatest seniority shall be recalled first, etc.; provided that the employee recalled has the necessary qualifications and present ability to perform the required work of the job that is open.

(e) NOTICE OF RECALL. When recalling laid-off employees, the Employer will notify them by certified mail, at their last known address as shown on the Employer's records. If such employees do not notify the Employer within ten (10) days from the mailing date of such notice that they will report for work on the date specified, or given satisfactory reasons for delay beyond such time, they shall be considered as having quit, and all seniority shall be terminated. If the person called is not readily available within a twenty-four (24) hour period, the Employer may call in the next employee in line and he/she shall be given a minimum of five (5) days work, after which the proper person could come in to work.

(f) Notwithstanding any of the seniority rules contained herein, the Unit Chairperson and the Chairperson of the Grievance Committee shall, during their terms of office, be placed at the head of the County seniority list; however, this preferential seniority shall be only for the purpose of determining layoff and recall.

UNION REPRESENTATION

SECTION 7.1 REPRESENTATION.

(a) For the purpose of representation in negotiations and in the grievance procedure, the Employer recognizes the Union Grievance and Negotiation Committee as being comprised of the Union Grievance and Negotiation Committee Chairman, three (3) Stewards and the Local Union President. The areas to be represented are, but not limited to, County Building Offices, M-119 Offices, Pellston Regional Airport, DPW, maintenance employees at County owned and maintained recreational lands and facilities.

Promptly following the effective date of this Agreement, the Union and the Employer shall provide to each other a written list of names and titles of their respective representatives and will, from time to time as changes occur, provide prompt notices of such changes. The notices to the Employer shall be sent to the County Controller, or his or her designee, County Civil Counsel. The notice to the Union shall be sent to the Unit Chairperson.

(b) The authority of the Stewards so designated by the Union shall be limited to and shall not exceed the following duties:

(1) The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

(2) The transmission of such messages and information which shall originate with, and are authorized by the Union or its officers, provided such messages and information:

(i) have been reduced to writing

(ii) If not reduced to writing are of a routine nature and do not involve work stoppages, slowdowns or any unreasonable interference with the work.

(c) The Union shall have the right, upon reasonable notice, to examine the compensation records of any employee whose pay is in dispute.

(d) The Steward shall be permitted a reasonable time to investigate, present and process grievances. If a Steward is required to go to another building for the purpose of investigating a grievance, he shall first notify the department head or elected official, as the case may be. Stewards shall, at all times, use judgment in the necessity of completing a work assignment before leaving to investigate grievances. The rights granted under this Section shall not be abused.

(e) The Employer recognizes the limitations upon the authority of Stewards and shall not hold the Union liable for any unauthorized acts. The Employer, in so

recognizing such limitations, shall have the authority to impose proper discipline up to and including discharge, in the event the Steward has taken strike action, slowdown or work stoppage in violation of law or of this Agreement. The Steward shall be permitted reasonable time to investigate, present and process grievances on the premises of the County offices without loss of time or pay during their regular working hours.

(f) The Employer agrees to pay members of the Grievance Negotiation Committee at their regular straight time rate, for all hours lost from their regular schedule of work because of attending meetings with the Employer under the Grievance Procedure or negotiations of a new Agreement. Notwithstanding this provision, the Employer and Union recognize and agree that negotiating sessions can be scheduled and will be held after regular business hours. On occasions when sessions are held after hours, the Employer has no obligation to pay Committee Members for their attendance at negotiating sessions.

(g) The Employer agrees to provide members of the grievance/negotiation committee time to meet in preparation for negotiation (when negotiations are taking place with the employer) provided the following have taken place:

- (1) The department head will be notified at least seven (7) days in advance of said meeting.
- (2) The department head will approve the employee request if it does not result in a staff shortage or hardship to the operation of the Department.
- (3) Length of the meeting shall be limited to fit into the Department schedule.

GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 8.1 DEFINITION OF GRIEVANCE. A Grievance under this Agreement is a written dispute, claim or complaint arising under and during this Agreement and filed by an authorized representative of the Union on behalf of that Union or on behalf of an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of written provisions of this Agreement. The parties recognize that an orderly grievance procedure is necessary and agree that each step must be adhered to as set forth herein or the grievance is forfeited.

SECTION 8.2 GRIEVANCE PROCEDURE. It is agreed that only the Union shall have the right to assert and press against the Employer any claim, proceeding or action asserting a violation of this Agreement on behalf of itself or any employee. No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason of any claim that the Union or any Union officer or representative has acted or failed to act relative to the

presentation or prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

Should any complaint by an employee arise based upon an event, condition or circumstance allegedly resulting in a violation of an applicable provision of this Agreement, there shall be a good faith effort on the part of the parties to settle such promptly in conformance with the following procedure:

(a) STEP 1 - Verbal discussion with immediate supervisor.

(1) An employee and/or a Steward who has cause for grievance shall discuss the matter verbally with the employee's immediate supervisor.

(2) Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(b) STEP 2 - Written Grievance.

(1) If the matter is not resolved by discussion with the supervisor, the grievance shall be reduced to writing and should contain:

- (i) Signed and dated by employee or Union representative;
- (ii) List alleged violation;
- (iii) Brief statement of facts; and,
- (iv) Relief sought.

(2) It is agreed that written grievances at this stage shall be presented to or filed with the supervisor, with a copy to the County Controller, within ten (10) working days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance.

(3) The supervisor's disposition shall be in writing and shall be returned to the aggrieved or representative within ten (10) working days from the time of written presentation.

(4) If an unsatisfactory disposition is returned by the supervisor, the Union may appeal to the third stage within ten (10) working days from the time of the unsatisfactory disposition.

(5) If the supervisor fails to tender a written disposition within ten (10) working days, the Union may appeal the grievance directly to the third stage.

(6) If the grievance is not reduced to writing and presented to the supervisor, with a copy to the County Controller, within ten (10) working days of the date of the incident or occurrence which it is alleged resulted in the cause of the grievance, then it shall be considered out of time limits and abandoned.

(c) STEP 3 - Appeal

(1) If no agreement can be reached, The Union shall, within ten (10) working days of the preceding disposition present the grievance in writing to the County Controller. Upon presentation of filing, the Controller and the Union shall mutually agree upon a date to meet to consider those grievances, said meeting to be held within ten (10) working days hence.

(2) The Agenda at the third stage meeting shall be limited to those grievances for which the meeting has been arranged and may be attended by the Union Steward and/or Chairperson of the Union Grievance Committee without loss of pay for any work time lost, and by the International Representative and the County Controller and/or his designee. The aggrieved employee or supervisor or both may be present upon the request of either party.

(3) The Committee designate shall issue a written disposition within ten (10) working days of the Step 3 meeting.

(d) STEP 4 - Arbitration

(1) The Union may request arbitration, during the term of this Agreement or any extensions thereof of any unresolved grievance by giving written notice of its intent to arbitrate within forty (40) calendar days following receipt of Employer's disposition of the third stage meeting or the grievance shall be considered settled and concluded.

(2) In the event arbitration is requested, the grievance shall be appealed to the Federal Mediation and Conciliation Service for arbitration in accordance with that service's rules and regulations.

SECTION 8.3 ARBITRATOR'S JURISDICTION. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written to settle the grievance before him. The arbitrator shall at all times be governed wholly by the terms of this Agreement and he shall have no power or authority to amend, alter or modify this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges his limitations of authority and agrees not to decide an issue which is outside of his jurisdiction under this Agreement. The arbitrator recognizes that the Employer is governed by certain laws of the State of Michigan, and the arbitrator

agrees that this Agreement shall be interpreted and construed consistent with such laws. Any award of the arbitrator shall not be retroactive prior to ten (10) working days from the time the grievance was first submitted in writing; provided, however, that an arbitrator's award as to payroll computation errors may be retroactive for up to one (1) year prior to the time the grievance was first submitted in writing.

Arbitration awards shall be final and binding on the Employer, Union and employees. However, each party reserves the right to challenge, through civil litigation only, arbitration or awards thereunder if the arbitrator has exceeded his jurisdiction or has arrived at his award fraudulently or by improper means.

The fees and expenses of the arbitrator shall be shared equally by the parties, including those instances where the parties reach settlement either prior to, during or after a hearing. Parties shall each pay their own respective costs, including wages of witnesses called by the party. If the Union unilaterally withdraws a grievance from arbitration prior to hearing, the Union shall pay all costs of the arbitrator as assessed.

SECTION 8.4 TIME LIMITATION. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits are not followed by the Union, the grievance shall be considered settled in accordance with the Employer's last answer made. If the time limits are not followed by the Employer, the grievance may be advanced to the next step by the Union. The time limits established herein may be extended by mutual agreement in writing.

SECTION 8.5 NO STRIKE PLEDGE. The parties, including the individual members of the Union, acknowledge the continuous and uninterrupted provision of services by the Employer and orderly collective bargaining relations between the Employer and the Union to secure prompt and fair disposition of grievances are essential considerations for this Agreement. The grievance and arbitration procedure set forth in this Agreement shall be and are the exclusive method of resolving any dispute, controversy, disagreement, complaint or grievance under the Union and its members acknowledge and agree unequivocally that there shall be no right to strike for any reason during the term of this Agreement. The Union and its members, individually and collectively, agree that during the term of this Agreement, neither it nor its officers, agents, representative, stewards, committeemen or its members will for any reason, directly or indirectly, call, sanction, encourage, honor or take part in any strike, walkout, slowdown, work stoppage, sympathy activity, limitation of service, boycott, picketing of or any other curtailment or restriction of work or interference with the peaceful and normal operations of the Employer or its provision of service, or interfere with work in or about or access to the Employer's operations, building, property or premises, wherever located.

SECTION 8.6 VIOLATION OF NO STRIKE PLEDGE. Any employee who engages in any activity prohibited by the foregoing Section shall be subject to such disciplinary action as the Employer deems appropriate up to and including discharge. The Union

acknowledges that discharge is an appropriate penalty for such violation. Any appeal to the grievance procedure shall be limited to the question of whether the employee or employees did, in fact, engage in any activity prohibited by the foregoing Section.

SECTION 8.7 VIOLATION OF GRIEVANCE PROCEDURE. It is further agreed that in all cases of violation of Section 8.5 preceding and that in the event of any type of unauthorized acts of its members in violation of said Section, the Union shall undertake every reasonable means to induce such employees to return to their jobs during any such period of unauthorized stoppage of work mentioned above, in exchange for which the Employer agrees not to discharge any employee during the first twenty-four (24) hours of such an unauthorized strike, slowdown or walkout or any other unauthorized activity as set forth in Section 8.5 aforesaid. The Employer may, at the conclusion of the twenty-four (24) hour period or thereafter, object to the Union's right to file a grievance subject to the limitations set forth in Section 8.5 aforesaid.

SECTION 8.8 DISCHARGE. The Employer shall not discharge or suspend any non-probationary employee without just cause. For informational purposes, the Union shall receive a copy of all written disciplinary notices issued.

SECTION 8.9 BOND. It is a further condition of employment that all employees are bondable and in the event a bond is required, the Employer shall bear the expense thereof.

HOURS AND OVERTIME

SECTION 9.1 WORKWEEK. The workweek shall begin at 12:00 A.M. Monday and end at 11:59 P.M. the following Sunday.

SECTION 9.2 WORKDAYS AND WORK HOURS.

(a) The normal hours of work for all employees shall consist of not less than forty (40) straight time paid hours per employee beginning at the start of their shift. The Employer shall determine the work hours.

(1) Notwithstanding any other provision in this contract to the contrary, the Employer reserves the right to reduce the hours of the regular work week provided that such reduction does not exceed five (5) hours per week and fifty-two (52) hours in a calendar year for each employee.

(2) If the reduced work week is implemented for less than all of the employees within the bargaining unit, upon determination by the Employer of what departments and classifications shall operate on a reduced work week and the number of employees affected, and if the work week reduction is applicable to less than all of the employees within the classification in the affected department, those

employees in the classification and department affected shall be given the option of accepting the reduced work week in accordance with their seniority. If insufficient numbers are obtained, then the short work week assignment shall be made within the affected classification and department using the inverse order of seniority.

(3) The Employer agrees to advise the Union thirty (30) days in advance of instituting any hours reduction. Upon written request from the Union, within five (5) days of the receipt of notice, the Employer will meet with the Negotiation Committee for the purpose of advising the Union as to the reasons for such action and to discuss possible alternative actions.

(4) All fringe benefits shall be maintained for all full time employees who are subject to hours reduction as a result of a short work week schedule.

(b) The Employer will provide a method that employees shall use to record their hours worked. The applicable provisions of the Emmet County Personnel Policies and Procedures Manual are specifically incorporated herein by reference and control the "clock in" and "clock out" procedure.

(1) Employees shall clock in prior to their regularly scheduled workday and clock out subsequent to its conclusion but will be paid only on the basis of the scheduled workday.

(2) Any person who clocks in or clocks out for another person shall be subject to dismissal.

SECTION 9.3 LUNCH AND REST PERIODS.

(a) The normal lunch period is one half hour, unpaid leave. Employees may, at their option, report to work one half hour before their shift and reserve a one hour unpaid lunch period. It is understood and agreed that employee options must be maintained for three months with one week advance notice of any change being given to the department head and the County Controller. Lunch periods may be scheduled on a staggered basis so as to permit continuous operation of the department.

(b) There shall be two (2) fifteen (15) minute rest periods during each workday, one in the morning and one in the afternoon. Rest periods shall be taken at reasonable and convenient times so as not to unduly interfere with department operations.

(c) The Employer shall provide a room for lunch and rest breaks which shall be private from other activities. In the event that the room presently designated as such becomes unavailable due to meetings, notice will be given and an alternate room shall be provided.

SECTION 9.4 OVERTIME COMPUTATION.

(a) For the purpose of computing overtime, all time in excess of forty (40) compensated hours in any one (1) workweek shall be paid at the rate of time and one-half. Overtime will be figured on increments of $\frac{1}{4}$ hour and rounded to the nearest $\frac{1}{4}$ hour. All employees shall be expected to work reasonable amounts of overtime upon request.

(b) There shall be no pyramiding of overtime.

(c) All overtime must be approved in advance by the department head.

(d) Overtime is to be offered to the employees based upon seniority and qualifications. If the qualified employee with the most seniority turns down the overtime, it shall be offered to the next most senior qualified employee in the same department with the same job title and classification.

SECTION 9.5 CALL-IN AND REPORTING PAY.

(a) Any employee ordered and reporting for work at any time shall receive a minimum of three (3) hours pay. Employees who are called in and subsequently leave work outside their regular working hours shall be paid mileage at the current rate paid by the County. Employees who are called in early and/or stay beyond the end of their regular shift are not eligible for mileage.

HOLIDAYS

SECTION 10.1 HOLIDAYS. The following days shall be recognized as holidays:

New Years Day (January 1st)
Last four hours of shift on Good Friday
Memorial Day (Nationally celebrated)
Independence Day (July 4th)
Labor Day (1st Monday in September)
Thanksgiving Day (4th Thursday in November)
Day after Thanksgiving Day
Christmas Eve (December 24th)
Christmas Day (December 25th)

(a) If any of the foregoing holidays fall on Saturday or Sunday, the following Monday shall be the holiday, excepting Christmas Eve when the preceding Friday shall be considered the holiday. For continuous operation employees, the holiday shall be celebrated on the scheduled day.

(b) In addition to the above-mentioned holidays, each employee will be entitled to three (3) floating holidays per year. All floating holidays shall be accrued on January 1st of each calendar year, and may be taken during the calendar year at the employee's request, subject to approval by the department head to ensure continuous operation of the Department.

SECTION 10.2 HOLIDAY PAY.

(a) Employees who do not work on the holidays specified above shall receive as holiday pay, eight (8) straight time hours pay at their regular rate of pay provided they meet all of the following conditions:

(1) Newly hired employees will be eligible for Holiday Pay only if they are employed the day before and the day after the holiday.

(2) The employee shall have worked his scheduled hours of work on his first scheduled workday following the holiday provided, however, that an employee on vacation or excused with pay, shall not be disqualified for holiday pay.

(b) Employees scheduled to work on a holiday, but who fail to report for and perform such work, shall not be entitled to holiday pay.

(c) Employees who work on a holiday and who are eligible for holiday pay shall be paid at two (2) times their regular straight-time hourly rate for the hours actually worked in addition to their holiday pay. In lieu of holiday pay, an employee may schedule, with his supervisor's approval, an additional compensatory day off with pay within thirty (30) days following the holiday. For employees working at the Airport or transfer station, the additional compensatory day off with pay shall be at the Employer's option.

(d) For the purpose of this subsection, a holiday is defined as a twenty-four (24) hour period beginning at 12:00 A.M. of the holiday.

(e) Employees normally scheduled to work on a day which is a holiday (such as scheduled day employees) and given the day off because it is a holiday, shall have the holiday counted as eight (8) hours of work for the purpose of computing weekly overtime. Actual hours worked on a holiday, not to exceed eight (8), are to be counted for the purpose of computing overtime.

SECTION 10.3 HOLIDAY PAY; PART-TIME EMPLOYEES. Part-time employees shall receive as holiday pay, compensation which is based upon the average number of daily hours worked the ten (10) workdays immediately preceding the holiday.

VACATIONS

SECTION 11.1 VACATION ELIGIBILITY AND ALLOWANCES.

(a) An employee, after twelve (12) months employment, shall be entitled to forty (40) hours of vacation with pay. An employee with more than one (1) but less than five (5) years of employment shall be entitled to eighty (80) hours of vacation with pay. An employee with more than five (5) years, but less than ten (10) years of employment shall be entitled to one hundred twenty (120) hours of vacation with pay. An employee with more than ten (10) years, but less than twenty (20) years of employment shall be entitled to one hundred sixty (160) hours of vacation with pay. An employee with twenty (20) years or more of employment shall be entitled to two hundred (200) hours of vacation with pay. It is understood and agreed that the vacation year runs from anniversary date to anniversary date.

SECTION 11.2 VACATION PAY. A week of vacation pay shall consist of forty (40) hours paid at the individual's straight time hourly rate of vacation pay. Upon request, on a form furnished by the Employer and given to the payroll clerk not later than two (2) weeks prior to the last day worked before vacation, employees shall be given their vacation check for the vacation period they are currently taking prior to departure on vacation for two weeks or more.

SECTION 11.3 VACATION SCHEDULES. Vacation schedules shall be set up by each department head so as to permit the continued operation of the department's functions without unduly interfering with the operations. Employees will be given preference according to seniority to select available vacation periods. Such preferences must be stated by March 31st of each year. After April 1st of each year, requests for vacation will be granted on a first come basis. However, if on the same date, two or more employees submit written requests for vacation leave to the department head requesting vacation for the same time period, employees will be given preference according to seniority. Employees will be notified within five (5) working days whether their vacation requests have been approved or not. In the event an employee's scheduled vacation must be canceled, he will be given time off at a later date during the vacation year. All vacation time to which an employee is eligible shall be actually taken within the vacation year unless special circumstances prevent an employee from doing so, then he will be given time off at a later date mutually agreed upon between the employee and his department head. No employee shall take pay in lieu of vacation. All vacation time to which an employee is eligible may be taken in half hour increments up to full weeks with the approval of the department head. At least one week of vacation must be taken in a week block after the second year of employment.

SECTION 11.4 CHANGE OF VACATION DATE DUE TO ILLNESS. Should an employee be on sick leave during his scheduled vacation time, such an employee may be permitted to change his vacation to a subsequent date which will not conflict with another employee's vacation. Consideration of such request is contingent upon

prompt notice and proof of illness to the employee's department head.

SECTION 11.5 UNUSED VACATION PAYMENTS. When an employee quits with reasonable notice, retires or dies, he or his heirs shall be paid for unused vacation pay earned in the prior year. Such pay shall not be considered as pay for time worked after date of separation.

SECTION 11.6 VACATION ELIGIBILITY - DISABLED EMPLOYEE. An employee disabled under circumstances such that Worker's Compensation benefits are paid by the Employer, shall have those years during which Worker's Compensation benefits are paid, for at least thirty-five (35) weeks per year, counted for the purpose of determining the number of weeks vacation to which the employee is entitled.

SECTION 11.7 VACATION: PART-TIME EMPLOYEES.

(a) Part-time employees shall be entitled to a percentage of the vacation allowance provided full time employees based upon the average daily number of hours worked for the year immediately preceding.

(b) Full time employees shall have preference in selection of vacation time over part-time employees.

SECTION 11.8 VACATION/FAMILY MEDICAL LEAVE ACT

The County Family Medical Leave Policy is incorporated herein by reference. Section 5 of the Policy, Coordination with Other Forms of Leave and Paid Time Off, is modified as follows:

Employees covered by this Collective Bargaining Agreement may retain one week's vacation leave while on a FMLA leave. Should the FMLA leave exceed the employee's available floating holidays, personal leave, general leave and vacation leave, excepting one week's vacation leave, the employee may complete his FMLA as unpaid leave, and retain one week's vacation to be used after the completion of his FMLA leave.

LEAVE

SECTION 12.1 LEAVE DAYS. On December 1 of each year, employees will be credited with twelve (12) leave days per year. The leave days can be used at the employee's discretion. In addition, up to eight (8) hours of personal leave time will be approved for each employee to conduct business which was normally done within the employee's scheduled shift. If the leave days are used for other than emergency or illness, 48 hours notification and approval are required.

An employee may use leave time in increments of quarter hours. An employee who uses a part of a day for leave shall be allowed to accumulate parts of leave days used

benefit period.

(e) The benefit period shall be December 1 through November 30 of each year.

SECTION 12.3 DISABILITY. The County will maintain both a long term and a short term disability plan, currently in effect. A brief outline of the plan is as follows:

SHORT TERM

- 1- 100% of weekly pay.
- 2- Benefits begin on the 1st day of injury, 8th day of sickness.
- 3- Benefit period of 13 weeks.

LONG TERM

- 1- 66 & 2/3% of salary to a maximum benefit of \$6,000 per month.
- 2- Benefit begins after completion of short term disability.

Premiums to be paid by the Employer.

The County will pay the health insurance premium for the time the employee is receiving short term disability income.

LEAVES OF ABSENCE

SECTION 13.1 FUNERAL LEAVE. Employees shall be permitted, upon notice to the Employer, to be absent from work without loss of pay upon the occurrence of the death in the immediate family (including step-family members) of the persons named below:

- (a) Five (5) consecutive working days upon the death of the employee's spouse, child, mother or father.
- (b) Three (3) consecutive working days upon the death of the employee's sister, brother, grandchild, father-in-law, mother-in-law.
- (c) One (1) working day upon the death of the employee's grandparents, brother-in-law or sister-in-law.

SECTION 13.2 UNION LEAVE.

(a) In the event that a Union officer(s) is/are selected by this Union or any labor organization with which this Union is affiliated, to perform any task or attend any meetings or institute which necessitates a leave of absence, they shall be granted such leave of absence, up to seven (7) working days in any year without pay or loss of seniority.

(b) In the event an employee is selected by this Union or any labor organization with which this Union is affiliated to become employed by it, the employee shall be granted leave of absence. All provisions of the Agreement shall remain in effect for the first forty-five (45) calendar days of the leave, after which, the employee's seniority shall become frozen. Should the employee request to return after forty-five (45) calendar days, he shall be placed in the first available job opening which he has the ability to perform the work and all provisions of the Agreement shall begin immediately. In no event shall more than one employee of the bargaining unit be granted such a leave at or during any one period of time.

SECTION 13.3 JURY DUTY. Any employee who serves on jury duty shall receive from the Employer a sum which shall reflect the difference in jury duty pay and what compensation he would have been entitled to, had he worked.

SECTION 13.4 FOR PERSONAL INJURY OR ILLNESS. Leaves of absence without pay may be granted for a period not exceeding thirty (30) days for personal injury or illness. Such leaves may be renewed for periods of thirty (30) days, subject to medical verification.

SECTION 13.5 FOR GOOD AND SUFFICIENT CAUSE. Leaves of absence without pay, for good and sufficient cause, may be granted by the Employer for a period of thirty (30) days. Such leaves of absence may be extended by the Employer. Any employee who engages in other employment will be considered as having quit.

SECTION 13.6 ACCUMULATION OF FRINGE BENEFITS. Vacation, holidays, general leave and other fringe benefits (unless otherwise stated) will not accumulate while an employee is on leave of absence or layoff. However, a leave of absence will not be considered an interruption of continuous service for the purpose of eligibility for such benefits after return to work.

WAGES

SECTION 14.1 SALARY SCHEDULE.

(a) A salary schedule for position classifications with hourly rates and salary steps is attached hereto as Appendix A and forms a part of this Agreement. The following conditions shall apply:

- (1) All persons hired after the date of execution of this contract shall begin at the lowest salary applicable for the position. Advancement through the pay range shall occur over a 24 month period with equal step increases occurring at 6, 12, 18, and 24 month intervals. Step increases shall be calculated based upon the pay range for the year in which the scheduled increase shall

occur. The step increase stated herein shall take effect the pay period following the employee's anniversary date.

- (2) All persons employed on the date of ratification of the contract who currently receive less than the highest salary applicable to their position, shall advance to the highest salary applicable to that position, effective the first pay period after the date of ratification of this agreement.

SECTION 14.2 SHIFT PREMIUM. Any employee starting to work their normal work shift between the hours of 2:01 A.M. and 5:00 A.M. shall receive a premium of fifteen (.15) cents per hour; shifts starting between 1:00 P.M. and 10:00 P.M. shall receive a premium of twenty (.20) cents per hour. Shift premiums shall be paid for all hours worked in the above periods.

SECTION 14.3 JOB CLASSIFICATION AND RATE CHANGE. The Employer shall establish the classification, level and rate for new jobs in accordance with the following provisions:

- (a) Using the level and rate table attached as Appendix A, which shall remain fixed and unchanged during the life of this Agreement, the Employer shall establish the level for the new job and shall promptly notify the Union by posting a notice thereof on the Union bulletin board, with a copy of such notice to the Unit Chairperson.

- (b) If the Union wishes to negotiate the level and rate for the new classification, it shall notify the Employer within fifteen (15) days after receipt of notice. If, after a meeting of the parties, no agreement is reached the Union may file a grievance within fifteen (15) days after such meeting; the basis of such grievance being the question of the fairness of the job classification to be established. The classification and rate determined at the conclusion of negotiations or grievance procedure shall be retroactive to the original date when the classification and rate was first put into effect.

- (c) If the Union fails to take the required action within the time limits specified above, the classification established by the Employer shall become permanent and not subject to change for the remaining term of this Agreement.

SECTION 14.4 CHANGES IN EXISTING JOB DUTIES/RESPONSIBILITIES.

- (a) It is recognized that the Union in entering into this Agreement bargained collectively for each and every employee, his job classification, level and rate. The Union and Employer acknowledge and agree that the job descriptions and level and classifications that currently exist were discussed and agreed upon during these negotiations. In the event that an employee's job subsequently changes materially

and substantially from his current agreed upon job duties, to the extent that the employee is performing the work required of another job classification, the Union may negotiate for a revision of such employee's job classification and rate to that classification and rate it is claimed he is performing, and if after a meeting of the parties, no agreement is reached, the Union may file a grievance subject to all time limits of the regular grievance procedure.

(b) When an employee feels the nature of his work entitles him to a change in job classification, this matter shall be presented to the Employer through the regular grievance procedure.

SECTION 14.5 PAYMENT OF WAGES. Payment of wages shall be bi-weekly, on Thursday at 3:00 P.M.

SAFETY AND HEALTH

SECTION 15.1 SAFETY AND HEALTH. All legal obligations and duties imposed by law upon the Employer for the preservation of life and property shall be complied with to the fullest extent.

SECTION 15.2 RULES AND REGULATIONS. The Employer shall adopt reasonable work rules. The rules shall be posted and each employee shall receive a copy. The Union may challenge the reasonableness of any work rule by filing a grievance within thirty (30) days after the rule is posted. The Union may also challenge the reasonableness of any discipline issued under those rules at any time provided under the grievance procedure.

SECTION 15.3 REASONABLE PROTECTION. When, in the opinion of an employee or the Union, reasonable protection is not provided for the prevention of injury or the preservation of health, this shall be considered as a proper subject for grievance to be taken up pursuant to the regular grievance procedure.

INSURANCE

SECTION 16.1 INSURANCE. The Employer will make reasonable efforts to continue to provide the health insurance options in effect on January 1, 2008, as long as the County remains eligible and the products are offered by providers. However, the Employer reserves the right to select the insurance carrier, adopt self-insurance or other funding mechanisms provided that such health insurance benefits remain equal or better. Administration of the health plan shall not be considered a benefit.

The plan includes a mandatory cost containment program with reasonable penalties for failure to follow and which provides for:

- 1- Pre-admission screening.
- 2- Second opinions when requested for elective surgery.
- 3- Pre-admission testing when possible.
- 4- Generic drugs when available.
- 5- A limit of \$1,000 will be placed on the County health insurance for all auto related incurred claims.

SECTION 16.1 INSURANCE. The Employer will make reasonable efforts to continue to provide the health insurance options available to this bargaining unit as of January 1, 2008, as long as the County remains eligible and the products are offered by providers. However, the Employer reserves the right to select the insurance carrier, adopt self-insurance or other funding mechanisms provided that such health insurance benefits remain equal or better. Administration of the health plan shall not be considered a benefit.

SECTION 16.2 HEALTH INSURANCE. Effective January 1, 2008, the Employer's participation in health insurance, including optical, dental and cafeteria plan, will be capped pursuant to the following schedule:

Single	\$325
Couple	\$726
Family	\$910

If the employee selects the Community Blue PPO Plan 12 and Blue Preferred RX Prescription Drug Coverage, the Employer will pay one-half (1/2) of any medical care deductible expense incurred by the employee under this plan up to an Employer contribution of \$500. Employees can pay their portion of premiums, co-pays and the deductibles with pre-tax dollars by using the Cafeteria plan, provided they are otherwise eligible.

Any employee who is eligible to "opt out" of the health care coverage shall be paid \$200 per month (excepting those grand fathered in at a higher rate).

For each subsequent year of the contract, the Employer will pay the first five percent (5%) of any premium increase over the base amount. The employee will be responsible for the next five percent (5%) of any premium increase, and should the premium increase exceed ten percent (10%) in any year, the Employer and the employee will contribute equally to the increase. The premium amount actually paid by the employer in the preceding year shall be the base amount for the succeeding year.

The employees may purchase other health care plans that are offered to this bargaining unit. Any premium costs exceeding the amounts set forth above shall be paid by the employee. Such payments may be made using pre-tax dollars by opting to utilize the Cafeteria Plan.

The Employer and the Union agree to maintain a joint Committee for the purpose of:

1. Review existing health care programs annually and determine if modification should be made to better serve the insurance needs of the affected employees.

2. Establish lower cost health care insurance programs.

The Committee shall consist of two (2) members appointed by the Union and two (2) members appointed by the Emmet County Board of Commissioners. If an employee is enrolled in a health care program in which the costs exceed the limits established in paragraph one above, then it is the employee's option of electing a less costly health plan or voluntarily paying the difference.

SECTION 16.3 LIFE INSURANCE. The Employer shall maintain a term life insurance policy in the amount of fifty thousand dollars (\$50,000) on each employee. Life insurance will take effect the 1st of the month following the 90th day of full time employment and end the last day of the month in which the employee worked.

MISCELLANEOUS

SECTION 17.1 RETIREMENT PLAN. The County will maintain the defined contribution retirement plan currently in effect. The Employer will pay a sum equal to 8% of the employee's base wages, this sum to be paid bi-weekly, on the same schedule as payroll.

SECTION 17.2 BULLETIN BOARD. The Employer shall provide to the Union a bulletin board at all County owned and operated facilities, at a location at each facility to be selected by the parties.

SECTION 17.3 UNION ELECTIONS. The Union may conduct local and international elections at the County Building, provided they do not unduly conflict with the work of the Employer.

SECTION 17.4 COPIES OF AGREEMENT. The Employer will furnish copies of this Agreement to all employees.

SECTION 17.5 SUBCONTRACTING. The Union recognizes the rights and obligation of the County to manage its operations and to determine its service levels. The rights to contract or subcontract are reserved by the Employer with the following

understandings. The Employer agrees to notify the Union of its intent to contract or subcontract at the time the County determines to seek bids or proposals for the services to be contracted.

1- No contracting or subcontracting can result in the direct layoff of a Union member.

2- The Employer has the right to reassign an employee to another position which is available or to one established within the County for the purposes of contracting or subcontracting the work which was previously done by that employee. If the employee does not accept the reassignment, the employee may exercise his seniority rights under the layoff provisions of this agreement. In the event that the layoff provision is invoked, if the employee with the least seniority fails to accept a reassignment and is thus laid off, the provisions of paragraph 1 shall not apply.

3- The Employer has the right to contract or subcontract the work from any position that becomes vacant as a result of retirement, separation from employment or reassignment to another position. The Employer also reserves the right to determine whether a vacant position will remain unfilled, refilled, contracted or subcontracted.

4- If as a result of contracting or subcontracting, an employee should choose to terminate his employment rather than accept reassignment or exercise of seniority rights under the layoff provision, the employee shall receive separation pay in accordance with the following:

Employee who has completed probation but less than five years of service... two (2) weeks (80 hours) at the employee's regular rate of pay.

Employee who has completed five (5) or more years of service... four (4) weeks (160 hours) at the employee's regular rate of pay.

SECTION 17.6 UNIFORMS. The County agrees to furnish uniforms for and in the following manner:

1. DPW - five (5) changes per week of shirts and trousers, one (1) pair boots;
2. Maintenance - five (5) changes per week of shirts and trousers; and,
3. The County agrees to provide rain gear and suitable outer wear as needed and determined by the department head.

SECTION 17.7 PROVISION OF COFFEE. The County will provide a coffee machine for use by the employees which the County will maintain and service. Coffee shall be provided by the employees.

SECTION 17.8 LICENSE REIMBURSEMENT. When a license or certification is required to allow an employee to perform his job, Employer will reimburse the

Employee for the cost of renewal. However, this provision applies only to specialized licenses and/or certifications, and excludes ordinary licenses such as driver's licenses. Further, if a license or certification is required to qualify an employee for a new job or position, the Employer shall not pay for the initial license or certification.

SECTION 17.9 GENDER. Wherever the masculine gender is used in this Agreement, it shall be deemed to include the feminine gender and vice versa.

SECTION 17.10 WAIVER. It is the intent of the parties that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all benefits, terms and conditions of employment, rights or claims which may be asserted in arbitration, or otherwise.

The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing, signed by the parties.

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, including past existent benefits, and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly 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 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 or contemplations of either or both the parties at the time that they negotiated or signed this Agreement.

DURATION

SECTION 18.1 TERMINATION. The terms of this Agreement shall become effective January 1, 2008 and shall remain in force until midnight, December 31, 2011, and thereafter for successive periods of one (1) year unless either party shall, on or before November 1, 2011, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, amend, change or any combination thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on the date and year first below written.

Signed this ____ day of _____, 2008.

UNITED STEELWORKERS, AFL-CIO-CLC

EMMET COUNTY BOARD OF COMMISSIONERS

Leo W. Gerard
Leo W. Gerard, Int'l President

James E. Tamlyn
James E. Tamlyn, Chairman

James D. English
James D. English, Int'l Secretary-Treasurer

Gail A. Martin
Gail A. Martin, County Clerk

Thomas Conway
Thomas Conway, Int'l VP (Admin)

Michele E. Stine
Michele E. Stine, Register of Deeds

Fred Raymond
Fred Raymond, Int'l VP (Human Affairs)

Marilyn May
Marilyn May, Treasurer

Jon T. Geenen
Jon T. Geenen, District 2 Director

James R. Linderman
James R. Linderman, Prosecutor

Miles M. Cameron
Miles M. Cameron, USW Staff Representative

LOCAL UNION #8384

Valerie L. Clay
Valerie L. Clay, Local Union Committee President

Terrance L. Carolan
Terrance L. Carolan, Local Union Committee

Brian E. Leslie
Brian E. Leslie, Local Union Committee

James D. Slivinski
James D. Slivinski, Local Union Committee

Emmet County
Steelworker Wage Groups
2008 - 2011

2008

<u>Group One - Technical</u>	<u>Start</u>	<u>Hourly</u>	<u>6-Months</u>	<u>Hourly</u>	<u>One Year</u>	<u>Hourly</u>	<u>18-Months</u>	<u>Hourly</u>	<u>Two Years</u>	<u>Hourly</u>
<i>Support Technician</i>		<i>10.000</i>		<i>10.500</i>		<i>11.000</i>		<i>11.500</i>		<i>12.000</i>
DPW Promo. Coord (part time)										
IT Desk Help Support										
Ordinance Enforc Officer										
Soil Erosion Control Officer	29,210	14.043	30,224	14.531	31,240	15.019	32,254	15.507	33,283	16.002
Appraiser II										
G.I.S. Coordinator	30,103	14.473	31,212	15.006	32,320	15.539	33,431	16.073	34,540	16.606
Plan Examiner/Build Inspector										
Building Inspector										
IT Technical Administrator	32,667	15.706	33,570	16.139	34,472	16.573	35,375	17.007	36,295	17.450
IT Sr Network Tech	35,128	16.888	36,096	17.354	37,069	17.821	38,039	18.288	39,028	18.763
IT Programmer/Network Adm	39,890	19.178	40,919	19.673	41,948	20.167	42,974	20.661	44,000	21.154
Group Two - Service										
Recycle Processor	23,200	11.154	23,969	11.524	24,849	11.947	25,620	12.317	26,500	12.740
Bldg/Grounds Maintenance	26,033	12.516	27,032	12.996	28,029	13.476	29,027	13.956	30,021	14.433
DPW Attendant	29,043	13.963	30,103	14.473	31,162	14.982	32,220	15.491	33,283	16.002
Recycle Operations Tech	30,437	14.633	31,034	14.920	32,991	15.861	34,267	16.475	35,543	17.088
Group Three - Support										
Finance Secretary										
Clerical Float										
Clerk/Sec. Bldg.										
Clerk/Sec Coop Ext										
Clerk/Sec. Ord. Enforcement										
Clerk/Sec. Reg Deeds										
Clerk/Tech Aid Equal/Veterans										
Spec. Proj. & Events Coord.										
Rec/Calendar & File Clerk										
Clerk/Tech Aid Equalization	25,086	12.060	26,311	12.650	27,538	13.240	28,765	13.829	30,021	14.433
Accounts Payable										
Administrative Sec. Airport										
Administrative Sec. DPW										
Clerk/Sec. Prosecutors										
Data Desc Spec/House Numb Admin										
Admin Assist Planning & Zng	28,262	13.588	29,165	14.022	30,068	14.456	30,973	14.891	31,891	15.333
Deputy Reg of Deeds										
Deputy Co. Clerk										
Permit Processor										
Victim Witness Coordinator										
Child Support Specialist										
Deputy Treasurer										
Legal Secretary Prosecutor	29,210	14.043	30,224	14.531	31,240	15.019	32,254	15.507	33,283	16.002
Senior Deputy Clerk	30,281	14.558	31,334	15.064	32,385	15.570	33,437	16.076	34,504	16.588

Emmet County
Steelworker Wage Groups
2008 - 2011

2009

<u>Group One - Technical</u>	<u>Start</u>	<u>Hourly</u>	<u>6-Months</u>	<u>Hourly</u>	<u>One Year</u>	<u>Hourly</u>	<u>18-Months</u>	<u>Hourly</u>	<u>Two Years</u>	<u>Hourly</u>
DPW Promo. Coord (part time)										
IT Desk Help Support										
Ordinance Enforc Officer										
Soil Erosion Control Officer	30,086	14.465	31,131	14.967	32,177	15.470	33,222	15.972	34,282	16.482
Appraiser II										
G.I.S. Coordinator	31,006	14.907	32,148	15.456	33,290	16.005	34,434	16.555	35,576	17.104
Plan Examiner/Build Inspector										
Building Inspector										
IT Technical Administrator	33,648	16.177	34,577	16.624	35,506	17.070	36,437	17.518	37,384	17.973
IT Sr Network Tech	36,182	17.395	37,179	17.875	38,181	18.356	39,180	18.836	40,199	19.326
IT Programmer/Network Adm	42,610	20.486	43,709	21.014	44,808	21.542	45,904	22.069	47,000	22.596
<u>Group Two - Service</u>										
Recycle Processor	23,896	11.489	24,688	11.870	25,594	12.305	26,389	12.687	27,295	13.122
Bldg/Grounds Maintenance	26,814	12.892	27,843	13.386	28,870	13.880	29,898	14.374	30,922	14.866
DPW Attendant	29,914	14.382	31,006	14.907	32,096	15.431	33,187	15.956	34,282	16.482
Recycle Operations Tech	31,350	15.072	31,965	15.368	33,981	16.337	35,295	16.969	36,610	17.601
<u>Group Three - Support</u>										
Finance Secretary										
Clerical Float										
Clerk/Sec. Bldg.										
Clerk/Sec Coop Ext										
Clerk/Sec. Ord. Enforcement										
Clerk/Sec. Reg Deeds										
Clerk/Tech Aid Equal/Veterans										
Spec. Proj. & Events Coord.										
Rec/Calendar & File Clerk										
Clerk/Tech Aid Equalization	25,838	12.422	27,101	13.029	28,364	13.637	29,628	14.244	30,922	14.866
Accounts Payable										
Administrative Sec. Airport										
Administrative Sec. DPW										
Clerk/Sec. Prosecutors										
Data Desc Spec/House Numb Admin										
Admin Assist Planning & Zng	29,110	13.995	30,040	14.443	30,970	14.889	31,902	15.338	32,848	15.794
Deputy Reg of Deeds										
Deputy Co. Clerk										
Permit Processor										
Victim Witness Coordinator										
Child Support Specialist										
Deputy Treasurer										
Legal Secretary Prosecutor	30,086	14.465	31,131	14.967	32,177	15.470	33,222	15.972	34,282	16.482
Senior Deputy Clerk	31,189	14.995	32,274	15.516	33,357	16.037	34,440	16.558	35,539	17.086

Emmet County
Steelworker Wage Groups
2008 - 2011

2010

<u>Group One - Technical</u>	<u>Start</u>	<u>Hourly</u>	<u>6-Months</u>	<u>Hourly</u>	<u>One Year</u>	<u>Hourly</u>	<u>18-Months</u>	<u>Hourly</u>	<u>Two Years</u>	<u>Hourly</u>
DPW Promo. Coord (part time) IT Desk Help Support Ordinance Enforc Officer Soil Erosion Control Officer	30,838	14.826	31,909	15.341	32,982	15.857	34,053	16.371	35,139	16.894
Appraiser II G.I.S. Coordinator	31,781	15.279	32,952	15.842	34,122	16.405	35,294	16.969	36,466	17.532
Plan Examiner/Build Inspector Building Inspector IT Technical Administrator	34,489	16.581	35,441	17.039	36,394	17.497	37,348	17.956	38,319	18.422
IT Sr Network Tech	37,087	17.830	38,109	18.322	39,135	18.815	40,160	19.307	41,204	19.809
IT Programmer/Network Adm	45,330	21.793	46,500	22.356	47,670	22.918	48,835	23.478	50,000	24.038
<u>Group Two - Service</u>										
Recycle Processor	24,493	11.776	25,305	12.166	26,234	12.613	27,048	13.004	27,977	13.450
Bldg/Grounds Maintenance	27,485	13.214	28,539	13.721	29,592	14.227	30,646	14.734	31,695	15.238
DPW Attendant	30,662	14.741	31,781	15.279	32,899	15.817	34,017	16.354	35,139	16.894
Recycle Operations Tech	32,133	15.449	32,764	15.752	34,830	16.745	36,177	17.393	37,525	18.041
<u>Group Three - Support</u>										
Finance Secretary Clerical Float Clerk/Sec. Bldg. Clerk/Sec Coop Ext Clerk/Sec. Ord. Enforcement Clerk/Sec. Reg Deeds Clerk/Tech Aid Equal/Veterans Spec. Proj. & Events Coord. Rec/Calendar & File Clerk Clerk/Tech Aid Equalization	26,484	12.733	27,778	13.355	29,073	13.978	30,368	14.600	31,695	15.238
Accounts Payable Administrative Sec. Airport Administrative Sec. DPW Clerk/Sec. Prosecutors Data Desc Spec/House Numb Admin Admin Assist Planning & Zng	29,838	14.345	30,791	14.804	31,744	15.262	32,700	15.721	33,669	16.189
Deputy Reg of Deeds Deputy Co. Clerk Permit Processor Victim Witness Coordinator Child Support Specialist Deputy Treasurer Legal Secretary Prosecutor	30,838	14.826	31,909	15.341	32,982	15.857	34,053	16.371	35,139	16.894
Senior Deputy Clerk	31,969	15.370	33,080	15.904	34,191	16.438	35,301	16.972	36,428	17.513

Emmet County
Steelworker Wage Groups
2008 - 2011

2011

<u>Group One - Technical</u>	<u>Start</u>	<u>Hourly</u>	<u>6-Months</u>	<u>Hourly</u>	<u>One Year</u>	<u>Hourly</u>	<u>18-Months</u>	<u>Hourly</u>	<u>Two Years</u>	<u>Hourly</u>
DPW Promo. Coord (part time)										
IT Desk Help Support										
Ordinance Enforc Officer										
Soil Erosion Control Officer	31,609	15.197	32,707	15.725	33,806	16.253	34,904	16.781	36,017	17.316
Appraiser II										
G.I.S. Coordinator	32,576	15.661	33,776	16.239	34,975	16.815	36,177	17.393	37,377	17.970
Plan Examiner/Build Inspector										
Building Inspector										
IT Technical Administrator	35,351	16.996	36,327	17.465	37,304	17.934	38,281	18.405	39,277	18.883
IT Sr Network Tech	38,014	18.275	39,061	18.780	40,114	19.285	41,164	19.790	42,234	20.305
IT Programmer/Network Adm	46,463	22.338	47,663	22.915	48,862	23.491	50,056	24.065	51,250	24.639
<u>Group Two - Service</u>										
Recycle Processor	25,106	12.070	25,938	12.471	26,890	12.928	27,725	13.329	28,677	13.787
Bldg/Grounds Maintenance	28,172	13.544	29,253	14.064	30,332	14.583	31,412	15.102	32,487	15.619
DPW Attendant	31,429	15.110	32,576	15.661	33,721	16.212	34,867	16.763	36,017	17.316
Recycle Operations Tech	32,937	15.835	33,583	16.146	35,701	17.164	37,082	17.828	38,463	18.492
<u>Group Three - Support</u>										
Finance Secretary										
Clerical Float										
Clerk/Sec. Bldg.										
Clerk/Sec Coop Ext										
Clerk/Sec. Ord. Enforcement										
Clerk/Sec. Reg Deeds										
Clerk/Tech Aid Equal/Veterans										
Spec. Proj. & Events Coord.										
Rec/Calendar & File Clerk										
Clerk/Tech Aid Equalization	27,146	13.051	28,473	13.689	29,800	14.327	31,128	14.965	32,487	15.619
Accounts Payable										
Administrative Sec. Airport										
Administrative Sec. DPW										
Clerk/Sec. Prosecutors										
Data Desc. Spec/House Numb Admin										
Admin Assist Planning & Zng	30,584	14.704	31,561	15.174	32,538	15.643	33,517	16.114	34,510	16.594
Deputy Reg of Deeds										
Deputy Co. Clerk										
Permit Processor										
Victim Witness Coordinator										
Child Support Specialist										
Deputy Treasurer										
Legal Secretary Prosecutor	31,609	15.197	32,707	15.725	33,806	16.253	34,904	16.781	36,017	17.316
Senior Deputy Clerk	32,768	15.754	33,907	16.302	35,046	16.849	36,184	17.396	37,338	17.951