

AGREEMENT

This Agreement entered into as of the date of its execution by and between the County of Luce, and the Luce County Sheriff, hereinafter referred to as the employees and Michigan AFSCME Council #25, AFL-CIO employees of Luce County Sheriff Chapter Local #2530, hereinafter referred to as the Union.

WITNESSETH:

The general purpose of this Agreement is to set forth the conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper law enforcement services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

ARTICLE 1. RECOGNITION.

Section 1: Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representatives for all regular full time, Deputies, Undersheriffs, and Animal Control Officer, Shelter Officer, Shelter Assistant, and Office Assistant, but excluding all irregular part-time deputies, temporary or seasonal employees, elected officials, supervisor, and all other employees of the Employer.

Animal Control Officer, Shelter Officer and assistant at the shelter shall be under the direction and control of the Board of Commissioners.

Section 2: It is specifically recognized that except as specifically provided in this Agreement, employees shall not be allowed to engage in Union activities during working hours or while on the Employer's premises

ARTICLE 2. MANAGEMENT RIGHTS.

Section 1: The Employer hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically limited or abrogated by the terms and provisions of this Agreement, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

(a) To manage its affairs efficiently and economically, including the determination

of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation, except for items specifically mentioned in this Agreement;

(b) To introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment to be purchased;

(c) The unrestricted right to subcontract or secure auxiliary or volunteer workers to perform bargaining unit work when it, in its sole discretion, deems same necessary, subject to the provisions of Article XVIII;

(d) To determine the number, location, and type of facilities and installations;

(e) To determine the size of the work force and increases or decreases in its size;

(f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or the work day;

(g) To permit other employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Employer, this is necessary.

(h) To direct the work force, assign work and determine the number of employees assigned to operations;

(i) 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 classifications;

(j) To determine lunch, rest periods and cleanup times, the starting or quitting time and the number of hours to be worked;

(k) To establish work schedules, including shift hours, rotations, days off and shift assignments. The Employer will give two weeks notice prior to changes. Exception: During emergency situations (deemed by Sheriff or Representative) the Employer reserves the right to establish work schedules, including shift hours, rotations, and lay off and shift assignments regardless of the two weeks notice.

(1) Pre-employment physical fitness test: All licensed officers, must successfully pass the M.C.O.L.E.S. Physical Fitness test, as a condition of employment.

(2) All officers, full or part-time, upon acceptance of their oath of office and departmental identifications, are subject to implied consent to

submit to chemical analysis of breath, blood or urine for just cause.

(l) To discipline and discharge employees;

(m) To adopt, revise and enforce working rules and carry out cost and general improvement programs;

(n) To transfer, promote and demote employees from one classification, department or shift to another;

(o) To select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform available work and to periodically evaluate employee job performance.

ARTICLE 3. UNION SECURITY.

Section 1: Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

Section 2: Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

Section 3: Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

ARTICLE 4. DUES CHECK OFF.

Section 1: The employer agrees to deduct from the wages of any, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, provided that the employee has given written authorization for said deduction. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.

Section 2: Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by-laws of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.

Section 3: The employer agrees to provide this service without charge to the Union.

Section 4: The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5. REPRESENTATION FEE CHECK OFF.

Section 1: The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix C), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

Section 2: The amount of such representation fee will be determined as set forth in Article VI of this contract.

Section 3: The Employer agrees to provide this service without charge to the Union.

ARTICLE 6. REMITTANCE OF DUES AND FEES.

Section 1: When Deductions Begin: Check-off deductions under all properly executed authority for check-off shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay period of the month and each month thereafter.

Section 2: Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the Local #2530 Treasurer, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than

the fifth (5th) day of the month following the month in which they were deducted.

Section 3: The Employer shall additionally indicate the amount deducted, and notify the Local #2530 Treasurer of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

ARTICLE 7. GRIEVANCE PROCEDURE.

Section 1: A grievance shall be defined as any dispute regarding the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

FIRST STEP: An employee who has a grievance must submit the grievance orally to the Employer within three (3) regularly scheduled working days after the occurrence of the event upon which the grievance is based or within three (3) regularly scheduled working days of when the employee should have reasonably known of the event. The Employer shall give the employee an oral answer to the grievance within forth-eight (48) hours (Saturdays, Sundays, and holidays excluded) after the grievance has been presented. If the matter has not been settled at this point and is to be processed further, the grievance must be reduced to writing, stating the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee and two (2) copies thereof must be presented to the Employer within three (3) regularly scheduled working days after the day upon which the employee received the oral answer from the Employer. The Employer shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Employer's copy of the grievance form and sign the same.

SECOND STEP: If the grievance has not been settled in the First Step and is to be appealed to the Second Step, such notice of appeal must be given to the Employer within five (5) regularly scheduled working days after the receipt by the employee of the Employer's First Step answer. The Employer shall promptly forward a copy of the grievance and notice of the appeal to the County Clerk. The grievance reaching this Step shall be considered at a meeting between the Union's representatives and a representative or representatives of the County and Employer, which meeting shall be held no later than ten (10) regularly scheduled working days from the time the appeal was taken to this Step. The County shall give the Union's representative a written Second Step answer within five (5) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the County and the Union.

THIRD STEP: If after receipt of the second step answer, the grievance has not

been satisfactorily settled, either party shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service in accordance with its voluntary Labor Arbitration Rules, then provided such submission is made within thirty (30) calendar days after receipt of the Second Step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Union and not subject to further grievance. The arbitrator shall have no authority to add to, subtract from, change or modify any provision set forth in this Agreement, establish any new salary rate or plan that is not consistent with the terms of this Agreement, or rule on any provision of the pension plan or insurance policy, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator in his/her own judgment to sustain, reverse or modify any alleged unjust discipline that may reach this step of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator shall be paid by the party who loses the arbitration. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

Section 2: If a grievance which has not been settled at any Step of the grievance procedure is not appealed by the Union to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. If the grievance is not answered by the employer within the time limit specified for such answer at any Step of the Grievance Procedure, such grievance shall automatically be advanced to the next Step of the Grievance Procedure. It is understood and agreed that by mutual agreement between the Employer and the Union any time limit therein specified may be extended.

Section 3: A Union representative shall be permitted to present grievances as provided in the Second Step of the Grievance Procedure without loss of pay.

Section 4: Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding nonworked holiday specified herein.

ARTICLE 8. STRIKES AND LOCKOUTS.

Section 1: The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

Section 2: Individual employees or groups of employees who do instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1 above may be disciplined or discharged in the sole discretion of the Employer.

ARTICLE 9. SENIORITY.

Section 1: Seniority shall be defined as an employee's length of continuous full-time, non-seasonal or temporary employment with the Employer since the employee's last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer since which an employee first reported for work at the direction of the Employer since which such employee has not quit, retire or been discharged. Department seniority shall date from the date an employee last entered the department as a regular full-time employee. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves, or layoffs, except as hereinafter provided.

Section 2: All new employees shall be probationary employees until they have actually worked one thousand forty (1,040) hours for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes necessary to qualify such person for permanent regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or discharged in the sole discretion of the Employer. During the probationary period, an employee may be discharged without recourse to the Grievance Procedure. At the conclusion of an employee's probationary period, the employee's length of continuous service with the Employer shall date from such employee's last hiring date.

ARTICLE 10. LAYOFF AND RECALL.

Section 1: When, in the judgment of the Employer, it becomes necessary to reduce the number of employees in any department within the unit, probationary employees within the department being reduced shall be laid off first. Next, regular part-time employees within the department being reduced will be laid off, provided always that the remaining employees presently have the present skills and ability to perform available work without trial or training. Thereafter, if it is necessary to further reduce the number of employees, employees shall be removed on the basis of their department seniority, provided always that the remaining employees presently have the present skills and ability to perform available work without trial or training. Employees removed from a department shall have no right to enter another department.

Section 2: When recalling employees to work following a layoff, the senior employee in the department on layoff status who can satisfactorily perform the available work without trial or training will be the first recalled to work provided he/she has

maintained their certification. If, under this Section, there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

ARTICLE 11. LOSS OF SENIORITY.

An employee's seniority and employment shall terminate:

(a) If he or she quits, retires, or is discharged;

(b) If, following a layoff, he or she fails or refuses to notify the department head of his or her intention to return to work within ten (10) calendar days after a written notice, sent by certified mail, of such recall is sent to his or her address on record with the Employer or having notified the department head of his or her intention to return fails to do so within twenty (22) calendar days after such notice is sent;

(c) He or she is absent for two (2) consecutive regularly scheduled working days without notifying the Employer prior to or within such two (2) day period of a justifiable reason for such absence;

(d) When he or she has been laid off for a period of twelve (12) or more consecutive months.

(e) When for any reason the employee has not worked for 24 consecutive months or a time equal to their most recent hired length of service whichever is less.

ARTICLE 12. TEMPORARY ASSIGNMENT.

It is understood and agreed that the nature of employment with the Employer dictates that the Employer or supervisory personnel have in the past and can in the future perform any and all bargaining unit tasks and work assignments whether employees are on lay-off status or whether the work performed by the supervisor or Employer would deprive the employee regular work or overtime work. Likewise, the Employer shall have the right to temporarily transfer employees within the department the bargaining unit, irrespective of their seniority status, from one job classification to another as the need arises. Employees working in a higher classification shall be paid the higher class's rate of pay for all hours worked after the first 25 consecutive calendar days of doing the higher rated job until the transfer is concluded. It is understood and agreed that any employee within the department temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he/she is temporarily transferred, but shall retain his/her seniority in the permanent classification from which he/she was transferred.

ARTICLE 13. LEAVES OF ABSENCE.

Section 1: The Employer may grant a leave of absence without pay or benefits for personal reasons not to exceed thirty (30) calendar days which period may, for good cause, be extended without loss of seniority to an employee who has completed his or her probationary period, provided in the judgment of the Employer such employee can be spared from his or her work. Said extension shall not exceed an additional thirty (30) days.

Section 2: The County agrees to abide by the provisions of the Selective Service Act and State Statutes and their judicial interpretation with respect to leaves of absence due to military service, including National Guard duty.

Section 3: An employee who, because of illness, accident or pregnancy, other than illness or accident compensable under the Michigan Workmen's Compensation Laws is physically unable to report for work shall be given a leave of absence without pay not to exceed sixty (60) days provided he or she promptly notifies the Employer of the necessity therefore and provided further that the employee supply the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said sixty (60) day period to substantiate the necessity for continued leave but at no time shall said leave exceed sixth (60) days unless said extension is approved by the Employer. Employees may use accumulative paid sick leave during this medical leave.

Section 4: Sick Leave. Effective June 1, 1990, every employee shall be granted one (1) work day sick leave (based upon the work day in effect) allowance for each completed calendar month of service with a maximum accumulation of ninety (90) days (six hundred thirty (630) hours). Such sick leave allowance may only be used by an employee when incapacitated to perform his/her duties due to sickness, pregnancy, injury, when quarantined, or in the event of serious illness or death in the employee's immediate family. The immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brothers, sisters, current parents-in-law, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the department head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for two (2) consecutive days or less unless the employee has been notified in writing about excessive use or abuse of sick leave. Following use of sick leave in excess of five (5) consecutive working days, a supervisor shall require a medical certification of fitness to work at the time an employee returns to work. Employees shall use sick leave when absenting themselves from work for doctor or dentist appointments. Such usage shall be accomplished by recording each absence and when said absences total four (4) hours, a four hour deduction shall be made from sick leave. Employees who accumulated sick leave days prior to June 1, 1990 shall have those days converted to hours by multiplying the number of days times seven (7).

(a) An employee or member of his/her family shall notify his/her supervisor at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he/she is going to be absent. If an employee has a member of his/her family notify the supervisor that he/she is going to be absent for reasons covered under Section 4 above, it is expressly understood that he/she is responsible for that call as if he/she had made the call himself or herself.

(b) An employee who makes a false claim for paid sick leave, shall be subject to disciplinary action or dismissal depending upon the circumstances involved.

(c) An employee shall not be eligible for sick leave if his/her illness or injury is attributable to causes stemming from his or her employment or work in the service of another employer or while acting in the capacity of a private contractor to another party.

(d) If an employee retires, pursuant to the Employer's Retirement Program, or is killed in the line of duty, the employee shall be entitled to be paid fifty percent (50%) of his/her accumulated unused sick leave. Up to a maximum of forty-five (45) days accumulation (three hundred fifteen (360) hours). If an employee is discharged, is laid off, or quits, he/she shall not be entitled to payment of any portion of his/her accumulated unused sick leave.

(e) Regular part-time employees, working twenty (20) hours or more per week, shall accumulate sick leave credits in proportion to the number of hours employed in relation to regular full time employees.

Section 5: Personal Leave. Employees shall be entitled to three personal leave days per year. The employee must have prior approval from the Employer to take said time off.

ARTICLE 14. HOURS OF WORK.

Section 1: Effective upon execution of this Agreement the normal hours of work for employees in this bargaining unit shall average forty (40) hours per week. The normal work day shall be eight (8) hours. It is expressly understood and agreed that the afore-cited hours for the employees within the bargaining unit are merely a guide to normal working hours, and in no way are to be construed as a guarantee of hours per day or per week. It is expressly understood and agreed that the Employer may reduce the hours worked per day and/or the hours worked per week for some or all employees in lieu of a total layoff of some or all employees. It is understood and agreed that the Employer shall have the right to control overtime by adjusting an employee's work shift or work week during a two week pay period to attempt to ensure that said employee will not exceed the normal hours within a two week pay period.

Section 1a:

The employee shall issue a weekly schedule for the Animal Control Assistant showing the starting and ending times for each day. Such schedule will be subject to any emergency call out and subject to all other provisions of Section 1. Animal Control Assistant shall be regularly scheduled for a Minimum 35-hour work week.

Section 2: Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their eight (8) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their eight (8) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Employees shall normally be entitled to a one-half (½) hour paid lunch period. However, circumstances may arise which dictate that the employee cannot take a lunch period on a given day or days.

Section 2a:

Animal Control Assistant shall receive two (2) 15-minute breaks and one-half (½) hour unpaid lunch break. Breaks will be midway in first and second half of shift.

ARTICLE 15. WAGES

Section 1: The job classifications, rate ranges and incremental steps applicable thereto are set forth in **Appendix A** attached hereto and by this reference made a part hereof.

Section 1a: Animal Control Assistant. All hours actually worked by an Employee in excess of seventy (70) hours in a given two (2) week pay period shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time hourly rate. The employee may request compensatory time off in lieu of.

Section 2: All hours actually worked by an employee in excess of eighty (80) hours in a given two (2) week pay period shall be paid at the rate of time and one-half (1-1/2) the employee's regular straight time hourly rate. The employee may request compensatory time off in lieu of receiving overtime pay and may receive said requested

compensatory time off with the approval of the Employer.

Section 3: When an employee is called in to work he or she shall receive a minimum of three (3) hours of pay or the employee may request compensatory time in lieu of receiving pay and may receive said requested compensatory time off with the approval of the Employer.

Section 4: Accumulation of compensatory time shall not exceed 200 hours. Compensatory time will be provided on pay stubs every pay period.

ARTICLE 16. HOLIDAYS.

Section 1: New Year's Day, Washington's Birthday (third Monday in February), Martin Luther King Jr. Day, Good Friday full day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, the Day after Thanksgiving, General Election Day (November - even numbered years), Day Before Christmas Day, Christmas Day, the Day Before New Year's Day, and the employee's birthday shall be recognized as holidays.

(a) When any holiday falls on Saturday, it will be granted on Friday. When any holiday falls on Sunday, it will be granted on Monday.

Section 2: To be eligible for holiday pay under this Article, an employee must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is due (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) unless excused by the Employer. Employees on layoff status or on workers compensation leave shall not be eligible for holiday pay.

Section 3: Holiday pay will be paid as follows: Permanent employees working eighty (80) hours per pay period will receive pay for an observed holiday, i.e. eight (8) hours pay if they are working an eight (8) hour work schedule.

Section 3a: Animal Control Assistant. Permanent employees working seventy (70) hours per pay period will receive pay for an observed holiday, i.e. seven (7) hours pay if they are working a seven (7) hour work schedule.

Section 4: Employees working the holiday will receive time and one-half for all hours worked.

ARTICLE 17. VACATIONS.

Section 1: Regular full time employees who have completed one (1) or more

years of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

(a) When an employee completes one (1) year of continuous service with the Employer since his or her last hiring date, he or she shall thereafter be entitled to five (5) days of paid vacation (in accordance with the work day in effect) provided he or she continues working for the Employer thereafter.

(b) Employees who, as of the anniversary date of their hiring date, have completed two (2) but less than six (6) years of continuous service with the Employer shall be entitled to ten (10) days of paid vacation, in accordance with the work day in effect.

(c) Employees who, as of the anniversary date of their last hiring date, have completed six (6) but less than sixteen (16) years of continuous service with the Employer shall be entitled to fifteen (15) days of paid vacation, in accordance with the work day in effect.

(d) Employees who, as of the anniversary date of their last hiring date, have completed sixteen (16) or more years of continuous service with the Employer shall be entitled to twenty (20) days of vacation with pay, in accordance with the work day in effect.

Section 2: In order to be eligible for vacation with pay, an employee must be physically present and work a minimum of one thousand two hundred (1200) hours during the year for eighty (80) hours scheduled and one thousand one hundred and thirty-five (1135) hours for a seventy (70) hour schedule.

Section 3: If an employee is discharged, quits, or retires, he or she shall be paid for any unused vacation time and pro-rated portion earned prior to the anniversary date.

Section 4: The Department Head shall determine the number of employees who can be excused from the department for vacation purposes at any one time.

Section 5: No vacation pay shall be paid in lieu of vacation.

Section 6: Vacation time off shall not be for a period of less than one (1) calendar week, except with prior approval of the Department Head.

Section 7: If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year, preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by

the employer of the written requests for vacation time off. In the event an employee cancels his/his/her approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

Section 8: Employee may carry over up to forty (40) days of vacation from year to year.

ARTICLE 18. INSURANCE.

The Employer shall provide insurance as outlined in **Appendix B** or as modified under section 2 below. Each employee who is eligible for and has his/her health insurance coverage shall pay ten (10) per cent (%) of the monthly premium costs for employee, spouse, and/or family coverage Said payment shall be made by payroll deductions (see Appendix B).

The Employer and the various Unions representing all health insurance covered employees shall form a health care committee. This committee shall meet during the term of this agreement at least annually to study health costs, to accept bids from other carriers, and for consideration of changes in insurance coverages. The committee shall consider new carriers, changes to deductibles and co-pays as necessary to keep future premium cost increases below the rate of inflation as published and used by the state treasurer for real property tax collections in the State of Michigan. The committee shall recommend to the Union and the Employer such changes as are necessary to accomplish this cost containment goal.

(a) Effective 7/1/99 the Employer shall provide at no cost to the employee Vision A-80 with coverage every year for employee and family.

(b) Effective 7/1/99 the Employer shall provide at no cost to the employee a Delta Dental Class III dental plan for employee and family. Coverage shall be one hundred (100%), seventy-five (75%) and fifty (50%) percent of provider charges up to a maximum of \$1,000 per year per participant.

(c) Employees who elect not to take the employer's medical insurance will receive in lieu of the medical insurance one thousand dollars (\$1000.00) paid in arrears per year to be paid the last pay period in December. If the employee has not been out of the health plan the full prior year a prorated amount will be paid for the months they were out of the plan's coverage.

(d) If an employee from the time they last worked is drawing workers compensation weekly wage loss benefits payable from the last day of work, then the Employer agrees, in the same manner the Employer paid prior to the granting of the workers compensation weekly wage loss benefits, to pay the Employer portion of the

premium for applicable medical insurance for a period of time not to exceed six months from the last day of work or the duration of the disability whichever is less. A retroactive award of weekly wage loss benefits shall only require the employer to reimburse the employee such portion of the health care premiums the employee actually paid to the employer for the employer's share of premiums for coverage with the employer during the six month period after the last day of work.

(e) Employees who retire from employment with the Employer, in accordance with the provisions of the Employer's retirement system, may at retirement age, have the privilege of continuing the Employer sponsored health insurance or Medicare supplement coverage; provided that said employee is eligible TO BE COVERED under the Medical policy. The employee must pay the group premium rate in effect, in advance, for said coverage. THE PRIVILEGE ENDS at such time as the employee and or their spouse or dependants attain the age of 65 years, or are eligible for Medicare benefits or other government medical benefits. Retired employees covered by Medicare may carry, at their own expense under the Employers group policy to be paid, in advance, by the employee at the rate established in accordance with the policy terms. The above privilege will be extended for those employees who, at retirement age, have completed 10 or more consecutive years of service with the Employer, immediately prior to retirement.

(f) Twenty thousand dollars (\$20,000.00) Life Insurance plus twenty thousand dollars (\$20,000.00) Accidental Death/Dismemberment Insurance while employed with Luce County, with the option to purchase spouse/child(ren) coverage.

ARTICLE 19. PENSION.

The Employer shall continue its pension plan (B-4, 6 year vesting, FAR 3, E-2, and F-55/20) and contribute towards said plan in the same manner and under the same conditions as it did immediately prior to the execution of this Agreement. The Employee shall contribute 4.3% of gross payroll to the plan by deduction.

Retirement or retired wherever used in this agreement means drawing a benefit monthly based on their years of service and their age from the pension plan.

ARTICLE 20. LONGEVITY.

Employees who are actually employed on their anniversary date of employment and who have actually worked 1400 hours during the year shall be entitled to a single longevity payment in accordance with the following schedule. The longevity payment shall be made in the pay period immediately following the employee's anniversary date.

\$100.00 for each year of service of full time employees
\$60.00 for each year of service for part-time employees

For any employees hired after 7/1/2007 no longevity payments shall be made until they have completed two full years of employment.

Longevity is capped at one thousand, eight hundred dollars (\$1,800.00) except for any employee whose 2008 longevity payment exceeded the one thousand, eight hundred (\$1,800.00); cap will be frozen at the 2008 level.

ARTICLE 21. GENERAL.

Section 1: It is understood and agreed that each employee shall be required to abide by such rules of conduct as may be adopted by the Employer or the individual Department Heads. Employees shall be notified prior to the implementation of any new rule.

Section 2: If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid upon written request by either party hereto, the Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

Section 3: The employer shall reimburse employees who use their automobiles, at the instruction of the Employer, for County business at the rate set by the State of Michigan from time to time. Employees who are required to drive personal cars in performance of their duties shall purchase adequate car insurance from a reliable firm. Coverage shall include fire, theft, property damage of at least \$45,000.00, public liability of at least \$50,000.00 to \$100,000.00 and collision. Policies should indicate that cars are used for business.

Section 4: All employees must live within the boundary lines of the County of Luce, unless specifically excused from this requirement by the Board of Commissioners. This residency requirement shall require that employees establish and occupy a dwelling within the County. To maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

Section 5: 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, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Section 6: No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is understood and agreed that this Agreement constitutes the sole and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, policy, arrangement and past practice heretofore existing.

ARTICLE 22. SUBCONTRACTING.

The Employer shall have the right to subcontract or secure auxiliary services to perform work normally performed by bargaining unit employees if and when, in its judgment, it does not have the available or sufficient manpower, proper equipment, capacity and ability to perform such work within the required amount of time, during emergencies or when such work cannot be performed by bargaining unit employees. Furthermore, it is specifically agreed that the Employer shall have the unrestricted right to subcontract out the transport and process serving functions. During period of work the Employer will not utilize volunteers or non-bargaining unit employees to replace or displace bargaining unit positions.

ARTICLE 23. DURATION OF AGREEMENT.

THIS AGREEMENT shall become effective as of the date of its execution and shall remain in full force and effect until 12:00 midnight, December 31, 2012, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT was executed by the parties this 30th Day of

June, 2010

FOR THE UNION:

Susan Lamm 6-30-10

FOR THE EMPLOYER:

[Signature]

APPENDIX A

Economic Re-opener January 1, 2011 AND January 1, 2012

| Effective January 1, 2010 | 2010 | | 2011 | | 2012 | |
|---------------------------|-------|--------|-------|--------|-------|--------|
| | Start | 1 year | Start | 1 year | Start | 1 year |
| Undersheriff | - | 16.46 | - | 16.51 | - | 16.56 |
| Deputy | 12.66 | 14.49 | 13.01 | 14.54 | 13.06 | 14.55 |
| Animal Control Officer | 10.93 | 11.44 | - | - | - | - |
| Animal Control Assistant | 9.43 | 9.94 | - | - | - | - |
| Shelter Officer | 8.61 | 9.12 | - | - | - | - |
| Shelter Officer Assistant | | | | | | |
| Office Assistant | 11.46 | 11.70 | 11.51 | 11.75 | 11.56 | 11.80 |

APPENDIX B HEALTH INSURANCE COVERAGE

The current health insurance is as follows:

(a) Blue Cross Blue Shield of Michigan PPO Community Blue 12, Vision A-80 with coverage every year, and Dental 100/75/50 \$1000.00 rider. The UP Blue Rider requires the employee to obtain services through Michigan based providers however the employees' responsibility for out-of-state care will be covered under the employers' health reimbursement plan provided; the employee has applied to BC/BS for permission to seek medical attention out-of-state prior to receiving those services and has been denied by BC/BS.

(b) The employer will pay for services and goods not covered by BC/BSM that was previously covered under the BCBS PPO Community Blue 1, utilizing the company Basic to achieve this.

(c) The employees' prescription card is changed to 10/40 co-pay (\$10.00 for generic drugs and \$40.00 for name-brand drugs). If a generic drug is not available, the employee will submit the \$40.00 cost for Basic for a reimbursement of \$30.00 with documentation that the drug is not available.

(d) It is the employee's responsibility to provide Basic with the information required for reimbursement.

(e) Preventative services coverage will be up to \$1000.00 per individual per year.

APPENDIX C CLOTHING ALLOWANCE

The Undersheriff, Deputies, Animal Control Officers and Animal Control Assistant shall receive five hundred dollars (\$500.00) per year for clothing allowance.

Letter of Agreement
Regarding Health Care
Between
Luce County Board of Commissioners
And
Luce County Sheriff Department
Local 2530

Effective January 1, 2011

1). Article 18. Hospitalization Medical Coverage and Appendix B

A). Change: Dental from \$1000.00 to \$1500.00.

B). Add: The employee will pay a \$200.00/\$500.00 deductible, twenty percent (20%) co-pay up to \$500.00/\$1000.00 and emergency room visit to \$250.00. The employer will pay \$3800/\$7600 deductible and co-pay \$2000/\$4000 through Basic.

C). Change: \$10.00 generic, \$40.00 formulary and \$80.00 non-formulary.

D). The Employer will purchase a one (1) year subscription to the Wellness Center for all full-time employees.

To be incorporated into the 2013 contract.

For the Union:

Summa Cash 12/12/10
[Signature] 12/13/10

For the Employer:

[Signature]
[Signature]
