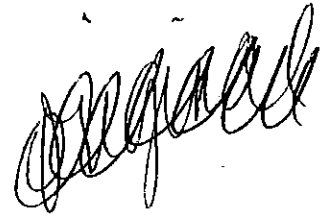


AGREEMENT

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Between

THE COUNTY OF OGEMAW

and

**UNITED STEELWORKERS
AFL-CIO•CLC
on behalf of Local 8569**

Effective: October 1, 2009

Expiration: September 30, 2012

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AGREEMENT

THIS AGREEMENT by and between the County of Ogemaw, Michigan, hereinafter referred to as the Employer, and the United Steelworkers AFL-CIO•CLC, on behalf of Local Union 8569, hereinafter referred to as the Union is entered into this 24th day of April, 2009, and effective October 1, 2009.

Witnesseth: It is the intent and purpose of the parties hereto that this Agreement shall maintain and improve the harmonious relationship of the Employer and its employees.

Therefore, the Employer and the Union together set forth herein the basic agreement covering the rates of pay, hours of work and conditions of employment.

ARTICLE I MANAGEMENT RIGHTS

Except as expressly abridged by any provision of this agreement, the Employer reserves and retains all of its normal and inherent rights with respect to management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to redetermine the number, location and type of work forces, facilities, operations, and the methods processed and equipment to be employed; the scope of services to be performed, the method of service and the schedule of work time, to discontinue conduct of its mission or operations in whole or in part, to establish and change work schedules, assignments and facility locations, to hire, transfer, promote and demote employees; to layoff, terminate, or otherwise relieve employees from duty; to suspend, discharge, or discipline non-probationary employees for cause, to use supervisors or other County employees to perform work of the kind performed by employees of the unit; to alter, discontinue or vary past practices and otherwise to take such measures as management may determine to be necessary for the orderly efficient and economical operation of the County.

ARTICLE II RECOGNITION

Section 2.1: Bargaining Unit - Recognition

Pursuant to and in accordance with all applicable provisions of Act 423 of the Public Acts of 1947, as amended by Act 379 of the Public Acts of 1965, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining in

respect to wages and hours, and other terms and conditions of employment of all full-time and regular part-time employees, including transit employees, deputy clerks, clerical, driver mechanic, deputy treasurer, inspectors, and custodial maintenance, field and custodial employees but excluding supervisors, executives, seasonal casual, elected officials and confidential employees or any new position that is funded 75% or greater by state or federal funds.

Section 2.2: Responsibilities

The Employer agrees that it will not discriminate in any manner against any person in its employ by reason of his or her membership and activity in the Union, and the Employer further agrees that it will not in anyway interfere with the organization of the Union, and that it will not willfully commit any act intended to undermine the Union. The Union agrees to exert every effort on its part to cause the employees, individually and collectively, to perform and render legal and efficient work and services on behalf of the Employer and that neither its representatives nor its members will intimidate, coerce or discriminate against any employee in any manner at any time.

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religion, creed, national origin, age, sex, union membership or political affiliation as required by law. The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

ARTICLE III
CHECKOFF AND UNION SECURITY

Section 3.1: Checkoff

The Employer agrees to deduct from the wages of such employees in accordance with the expressed terms of a signed authorization, the membership dues of the Union which include monthly dues, initiation fees and lawful assessments in amounts designated by the Union, or in the event the employee has signed a service fee authorization in accordance with Section 5(b) below, the Employer agrees to deduct the monthly service fee as designated in said authorization. Deductions shall be made twice monthly.

With respect to all the sums deducted by the Employer pursuant to authorization of the employee, whether for membership dues, initiation fees, assessments or service fee, the Employer agrees promptly to remit to the International Secretary-Treasurer of the Union, at the address which he authorizes for this purpose, such sum deducted. A copy of such list shall be furnished to the Financial Secretary of the Local Union. The Union agrees promptly to furnish any information needed by the Employer to fulfill the provisions of this Article, and not otherwise available to the Employer.

Section 3.2: Notice to Union of New Employees

Newly hired employees will be given a Union authorization card or a service deduction card and the Financial Secretary of the Local Union will be notified in writing, if they so request, a listing of all new hires, showing their rate of pay, name, date of hire, address and phone number, if any. Responsibility for signing the card rests with the newly hired employee and the Local Union.

Section 3.3: Indemnification and Hold Harmless Clause

The Union agrees to indemnify and save the Employer harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon individual authorization furnished to the Employer by the Union, or for the purpose of complying with any provisions of this Article.

Section 3.4: Union Membership Present Members

Any employee who is a member of the Union in good standing on the effective date of this Agreement shall as a condition of employment maintain membership in the Union to the extent of paying the periodic membership dues uniformly required of all Union members or pay a representation fee, which will subject that employee(s) to the Union's International Constitution..

Section 3.5: Union Membership New Employees

a) Any employee who on the effective date of this Agreement is not a member of the Union and any employee thereafter hired shall as a condition of employment, starting thirty (30) days after the effective date of this Agreement or thirty (30) days following the beginning of their employment, whichever is the later, acquire and maintain membership in the Union, to the extent of paying the initiation fee and the equivalent of the periodic membership dues uniformly required of all Union members or pay a representation fee.

b) In the event an employee does not wish to become a member of the Union or sign a dues checkoff card, he may refuse, without being in violation of the previous paragraph and provided that on the thirtieth (30th) day after the signing of this Agreement or the thirtieth (30th) day after the employee has been hired, whichever is later, the employee signs a service fee checkoff authorization form authorizing the deduction of service fees equivalent to the initiation fee and periodic membership dues uniformly required of all Union members provided that the service fee shall accurately represent the amount that the employee owes his/her fair share of costs attributable to negotiating and serving the Agreement.

c) In the event an employee refuses to comply with Section (a) or (b), he shall be subject to discharge only after official notice from the International Union.

The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate that employee. An exception to the above is as follows:

Any employee who is a member of and adheres to established and traditional tenets or teaching of a religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment.

If, because of an established religious belief a person objects to the joining or supporting of the Union, an employee so objecting shall be required to make a donation to the Local United Way organization equal to the dues the employee would have been required to pay the International Union.

Section 3.6: Work by Non-Unit Personnel

a) It is not the intent of the Employer to deprive any member of the bargaining unit work by assigning work normally performed by a member of the bargaining unit to a non-bargaining unit person or to erode the present number of full-time positions by the use of part-time personnel. However, due to the nature of the operation, it may become necessary for non-bargaining unit personnel to perform work that is normally assigned to employees covered by this agreement, provided that the performance of such work by non-bargaining unit employees does not result in the displacement of an employee from the bargaining unit and is temporary in duration.

It is further agreed that the County may use non-paid help provided by agencies such as Region 7B, Department of Social Services, etc. The use of such help requires the mutual approval of the Chairman of the County Board of Commissioners and the President of the bargaining unit.

b) In the event that full or part-time employees are on lay-off status and a temporary position becomes available, said position shall first be offered to the laid-off employee providing that the employee has worked in the temporary position or has experience in said position.

c) While it is not the intent of Management to replace full-time employees with part-time employees, in the event new technology is developed which may result in the displacement of an employee in the bargaining unit or the replacement of a full-time position by a part-time position.

ARTICLE IV
GRIEVANCE HANDLING

Section 4.1: Grievance Committee

The Grievance Committee will be allowed time off with prior approval of the Employer during working hours without loss of pay when necessary to perform duties as provided in the grievance procedure.

Section 4.2: Definition of Grievance

The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) calendar days after the occurrence of the circumstances giving rise to the grievance, or five (5) calendar days from the date when the employee should reasonably have known of the occurrence. Calendar days does not include Saturdays, Sundays and Holidays. Any claims not conforming to the provisions of this definition shall be automatically defined as not constituting a valid grievance.

Section 4.3: Grievance Procedure

- Step 1:** An employee with a grievance shall first discuss it with his immediate supervisor with or without a Union representative. The immediate supervisor shall make a decision within three (3) calendar days, not to include Saturday, Sunday, or Holidays. The Department Head or their representative does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.
- Step 2:** If no satisfactory settlement is obtained in Step 1, the Union representative and the aggrieved employee may next take up the grievance with the Department Head within five (5) calendar days. At this stage, the grievance will be presented in writing and a written decision shall be given by the Department Head within five (5) calendar days, not to include Saturday, Sunday, or Holidays. The Department Head or their representative does not have the authority to provide to any employee economic benefits which exceed those provided under this contract.

- Step 3:** If no satisfactory settlement is obtained in Step 2, the Union may next take up the grievance with the Board of Commissioners or its designee within ten (10) calendar days of receiving the Step 2 answer. The Union shall submit the grievance to the Chair of the Board of Commissioners for processing. The Board of Commissioners or its designee shall give an answer in writing within fifteen (15) calendar days after meeting with the Union representative, unless the parties mutually agree to extend the time in writing. The meeting shall take place within thirty (30) calendar days. Calendar days referred to in the grievance procedure exclude Saturdays, Sundays, and Holidays.
- Step 4:** If no satisfactory settlement is obtained in Step 3, the services of the State Labor Mediation Service may be secured by either party within twenty (20) calendar days not to include Saturday, Sunday, or Holidays, of receipt of the answer in Step 3, unless extended by mutual agreement, in writing.
- Step 5:** In the event the dispute shall not have been satisfactorily settled in Step 4, the matter shall then be appealed to an impartial arbitrator to be appointed by mutual agreement of the parties hereto within fifteen (15) calendar days of receipt of the mediation recommendation in Step 4, unless extended by mutual written agreement. The decision of the arbitrator shall be final unless contrary to law. The expenses and salary incident to the services of arbitrator shall be paid jointly by the Employer and the Union. In the event the Employer and the Union are unable to agree upon an arbitrator, either party may request the American Arbitration Association ("AAA") within fifteen (15) calendar days to submit a panel of arbitrators. The request must be submitted to AAA within twenty (20) calendar days of the Step 4 answer. The AAA rules shall apply for the selection of an arbitrator.

Section 4.4: Time Lines

Should the Union fail to process a grievance within the time limits outlined in each step of the procedure, the grievance shall be considered settled based on the Employer's last answer. Should the Employer or their designee in Step 3 only fail to answer a grievance within the time limits, it shall be granted per the Union's requested settlement. For any other step, the failure of the Employer to submit a timely answer shall give the automatic right to the Union to proceed to the next step.

Section 4.5: Limitations of the Arbitrator

The power and authority of the arbitrator shall be strictly limited to the interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add to, subtract from, or modify any of said terms or to limit or impair any right that is reserved to the Employer or Union or employees or to establish or change any wage or rate of pay that has been agreed in this Agreement.

Section 4.6: Right to Representation

Any employee or group of employees may request the presence of the Chairperson of the Grievance Committee or other committeeperson and such request shall not be denied by the Employer.

Section 4.7: Election of Remedies

When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, which by operation of law the employee is entitled to, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and subsequently elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE V
DISCHARGE AND DISCIPLINE CASES

Section 5.1: Discharge as a Grievance

In the event a member of the unit who has completed his/her initial probationary period shall be discharged from his/her employment from and after the date hereof, such discharge shall constitute a case arising under the method of adjustment of grievances as herein provided. The Union committeeperson will be immediately notified, in writing, of such discharge by the Department Head or his/her designee.

Section 5.2: Discharge Notice

In all cases of discharge, a grievance, if any, must be filed in writing within ten (10) working days of the receipt of the notice of discharge provided in Section 1 above.

ARTICLE VI
LEAVES OF ABSENCE WITH PAY

Section 6.1: Paid Sick Leave

Each full-time employee will earn one (1) workday of paid sick leave for each calendar month of employment. Paid sick leave payments will be calculated at the rate of the job the employee last held prior to receiving such payment. During any full month in which an employee is in a non-pay status, no sick leave shall be accumulated for said month. New hires after October 1st 2009 shall receive ½ workday each calendar month of employment.

Unused paid sick leave shall be accumulative to a maximum of ninety-six (96) working days.

It is understood by the parties that the County may request, at their option, a doctor's report from any employee who is on sick leave for more than three (3) consecutive working days.

If the use of sick leave is excessive or the Employer has reason to believe it is abusive, medical verification will be required. If this entails a cost not otherwise required, it shall be borne by the Employer only if it is determined that the use of sick leave was proper. Payment by the Employer will be made only if the examination is directed by the Employer.

Any abuse of this Section shall be cause for disciplinary action.

An employee returning to work from paid sick leave will assume the classification he previously held.

Sick leave may be used for doctor's appointments, physical checkups and dental work. A minimum of one-half (½) hour may be scheduled and all time off will be charged in one-half (½) hour increments even though the employee may use less time.

Employees must notify their Department Head or his/her designee at the earliest opportunity when they will be off work because of illness.

The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination (1) if it should appear that said employee is having difficulty in performing his/her duties, or (2) on return from any kind of medical leave of absence. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon

a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer shall take appropriate action.

Section 6.2: Unpaid Sick Leave

Any employee whose absence extends beyond the period for which paid sick leave compensation is received shall be granted an unpaid sick leave as is necessary for a complete recovery up to a maximum of one (1) year upon approval of the Board of Commissioners. An employee returning to work from an unpaid sick leave will assume a classification similar to the one he previously held. Such time should be considered time worked for seniority purposes.

Any such time granted by the Board of Commissioners shall count toward FMLA.

All leaves that require Board of Commissioner approval must go to the Board with the Department Head's written approval or denial. The Board's decision will be final.

Section 6.3: Paid Sick Leave Incentive Plan

Employees are entitled to use their earned paid sick leave when necessary. In recognition of replacement costs that may be incurred by the Employer, a schedule of payment for unused accumulated paid sick leave is agreed to as an incentive to employees to minimize their use of paid sick leave. Therefore, within fifteen (15) days from the time an employee dies, the Employer shall pay to his estate the employee's unused accumulated sick leave at Thirty and no/100 Dollars (\$30.00) per day. It shall also be the policy to pay Thirty and no/100 Dollars (\$30.00) per day paid in September of each year, for all accumulated unused sick days earned above the ninety-six (96) day maximum. Such payments shall be made by separate check in last month of county's fiscal year.

Any employee who retires and has ten (10) years of seniority, and a voluntary quit who has given twenty-one (21) days notice shall within fifteen (15) days be paid for all unused accumulated sick leave at Thirty and no/100 Dollars (\$30.00) per day

Section 6.4: Family Illness Leave

A maximum of ten (10) days of paid sick leave per calendar year shall be granted for illness of immediate family members (parents, spouse, children). Such leave shall be chargeable against accumulated sick leave. It shall count toward FMLA if otherwise applicable under the FMLA.

Section 6.5: Funeral Leave

When a death occurs in the employee's immediate family, the employee shall be entitled to three (3) working days off with pay, starting with the date of the death and/or ending no later than two (2) days after the funeral. Additional time may be authorized by the Department Head. Immediate family is parent, wife or husband and children. Three (3) days off with pay shall be allowed for family members as follows: Sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparents and grandchildren. An employee will be allowed one (1) working day to attend the funeral of a close relative provided such funeral day is a normal day of work.

Section 6.6: Jury and Witness Duty

The Employer will pay to an employee performing jury or witness duty which is not of a personal nature, the employee's regular earnings and the amount received by the employee from such jury or witness duty will be signed over to the County, provided that such duty causes the employee to be absent from work. The employee shall return to work once excused from duty.

Section 6.7: Leaves Considered Time Worked

It is agreed that time spent on Employer paid leaves authorized in this Article VI shall be considered as time worked for purposes of applying for all other provisions of this Agreement.

ARTICLE VII
MATERNITY LEAVE OF ABSENCE

Section 7.1: Maternity Leave

Employees who become pregnant shall be permitted to work during pregnancy, provided their physician certifies that they are physically capable of fulfilling their required work schedules. In case of question, the County may require the employee to be examined by a physician of its choice at County expense. Such employees shall be permitted to take a leave of absence up to a maximum of one (1) year, whenever her physician certifies that they are not physically capable of fulfilling their required work schedule. Employees must indicate when they intend to return to work after termination of pregnancy. Employees must return to employment at the end of their stated leave. The employee must furnish the Employer with a doctor's statement that they are physically able to return to work without restrictions or limitations. Seniority will accumulate during such leaves.

A maternity leave of absence will be terminated if an employee does not return at the end of their maternity leave.

Employees shall be permitted to utilize sick time and/or vacation time for such absence, after which the unpaid leave starts. Such time off shall be counted against the employee's FMLA.

ARTICLE VIII
LEAVES OF ABSENCE WITHOUT PAY

Section 8.1: Personal Leave

Leaves of absence without pay for a bona-fide reason not covered under the FMLA (which shall not include employment for another employer) may be granted to employees for periods not to exceed ninety (90) working days per calendar year. Such leave shall not involve loss of seniority and must be approved in writing by the Board of Commissioners and the Department Head. Such leaves may be extended for ninety (90) day periods upon written approval of the Employer.

All leaves that require Board of Commissioner approval must go to the Board with the Department Head's written approval or denial. The Board's decision will be final.

Section 8.2: Conference and Convention Leaves

Upon advance notice and approval by the Board of Commissioners, leave of absence, without pay, for a period not to exceed fifteen (15) days will be granted to employees to attend Union conferences and conventions. Seniority will accumulate during such leaves.

Section 8.3: Military Leave

Employees who are drafted into the armed forces will be granted a leave of absence for their tour of duty. Seniority will accumulate during such leaves. Employees returning from the military armed services must indicate that they are ready, willing and able to return to County employment within thirty (30) days after release from the service.

Section 8.4: Military Reserve Leave

Any employee who is a member of the National Guard or of a reserve unit of the armed forces who is called to active duty will be given time off without compensation to fulfill his obligation.

ARTICLE IX
SENIORITY

Section 9.1: Definition

Seniority means a permanent employee's length of continuous service with the County within the bargaining unit since his or her last date of hire. An employee who has not completed his/her probationary period shall not be considered to have seniority and shall not be considered a permanent employee.

Section 9.2: Probationary Employee

An employee shall be considered on probation for the first six (6) months of employment, except as noted below, during which period he shall have no seniority. The Employer's right to discipline or discharge a probationary employee shall not be subject to the grievance procedure under this Agreement, and such employee shall be an employee at will. The Union may represent the probationary employee on other than disciplinary matters. After the employee has completed the first six (6) months of employment he shall be deemed an employee and his name shall be placed on the seniority list. All fringe benefits and all other rights shall commence thirty-one (31) days from the date of employment. Any absences of scheduled workdays exceeding five (5) shall extend the probationary period for a like number of days.

Section 9.3: Substitute Employee

A substitute employee shall be one who is employed on a temporary basis for 180 calendar days or less to fill a vacancy and whose employment will terminate upon the return of the regular employee to that position. As with probationary employees, the Employer's right to discipline or discharge a substitute employee shall be at will. Substitute employees shall have no fringe benefits and are not covered by this Agreement.

Section 9.4: Employee

Employee, as distinguished from a probationary employee or substitute employee, shall include those people within the bargaining unit who have completed their probationary period.

Section 9.5: Part-time Employees

A part-time employee shall be any employee who is regularly scheduled to work not more than twenty-eight (28) hours per week. A part-time employee of the Transit Department shall be an employee who is regularly scheduled to work not more than thirty-two (32) hours per week. Part-time employees shall have no fringe benefits. Part-time employees will be paid in accordance with the appropriate wage schedule and will receive increases in accordance with the schedule. A part-time employee who subsequently transfers to full-time status shall have his anniversary adjusted by the total number of hours worked as a part-time employee rounded to the nearest full day. For example: A part-time employee who worked 910 hours over a 3 year period prior to his transfer to full-time status on August 1 would have a anniversary date adjusted by 6

months with a new date of February 1. The County agrees that it will not replace one full-time position with two part-time employees.

Section 9.6: Union Security Seniority

In order to avoid a layoff only, one designated Union representative shall be considered to have the highest seniority in the bargaining unit during his term of office, provided he is capable of doing the work. The seniority right granted under this section may not be used for promotional purposes.

The Union will provide the Employer with the name of the employee covered under this section.

Section 9.7: Tied Seniority

In the event that a determination must be made regarding employees having the same seniority date, the tie will be broken by drawing lots.

Section 9.8: Loss of Seniority

All of an employee's seniority shall terminate upon the occurrence of any of the following:

- a) Voluntary quit or failure to return from leave of absence, or failure to report for three (3) consecutive working days without the approval of the Department Head unless circumstances make it unreasonable or impossible to report.
- b) Discharge for just cause.
- c) Retirement.
- d) Acceptance of a position with the Employer that is not in the bargaining unit if that position is held over ninety (90) calendar days.
- e) Failure to report within five (5) working days of receipt of notice of recall, said notice having been in writing by certified mail, return receipt requested, addressed to the employee's last address of record or hand delivered with a verification of delivery.
- f) Layoff exceeding two (2) years or the employee's length of seniority, whichever is less..
- g) Intentionally falsifies his/her employment application, or any other employer document.

- h) He/she is convicted or pleads guilty or no contest to a felony, or high court misdemeanor.

Section 9.9: Seniority List

a) An up-to-date seniority list of all employees who have completed their probationary period shall be provided the Union.

b) An up-to-date seniority list of all employees shall be distributed by the Union to all employees showing each employee's date of hire, department and County seniority at the completion of these negotiations, and each year thereafter. Employees shall have ten (10) working days in which to challenge errors in their seniority dates.

Section 9.10: Longevity Pay

As of anniversary date:	5 years = \$250
	10 years = \$300
	15 years = \$350
	20 years = \$400

Section 9.11: Filling Vacancies or New Openings

Permanent jobs (vacancies or new openings) within the bargaining unit shall be filled on the basis of necessary qualifications by posting notice of same. Specialized qualifications may be required; the Department Head will have all applicants demonstrate the specialized qualifications with an appropriate and pre-determined testing method. This testing method will be consistent and unchanged during the life of this contract. The expected test results will be on file with the County Clerk prior to any test given. Where there is more than one qualified applicant for the job (vacancy or new opening), the applicant with the most seniority will be awarded the job.

Section 9.12: Job Posting

When a permanent job is to be filled, the Employer will post a notice on the bulletin boards at all permanent locations of bargaining unit employees for ten (10) working days and furnish a copy to the Union President giving all employees with seniority an opportunity of making application for the job by filling the appropriate application form. The job posting notice will show the shift, hours of work, classification, rate and necessary qualifications as per Section 9.10 for the job vacancy. All posted vacancies shall be filled by the qualified bidder having the most seniority. During the bidding period the Employer may make a temporary assignment to fill the posted vacancy. An employee bidding into a classification shall be given thirty (30) working days to perform the job in the new classification. During this thirty (30) day period the

employee shall be paid at the same rate as his old classification. After thirty (30) days the employee shall then be paid at the rate of the new classification. If such employee fails to effectively perform the job within said period, he shall be returned to his previous position without loss of seniority rights. All laid off employees shall be recalled to open positions in their classification. If an employee is permanently assigned to an open position, he/she shall not be eligible to bid for six months thereafter, unless mutually agreed by the Department Head and employee.

Section 9.13: Notice of Force Reduction

In the event of a force reduction, the Employer will give the employees at least twenty-one (21) calendar days written advance notice.

Section 9.14: Reductions (Layoffs)

Should it become necessary for the Employer to reduce any of the work force, such reduction shall begin with part time employees, then with the employee with the lowest seniority within the classification being reduced. Employees so reduced may, on the basis of their seniority, and demonstrating the declared specialized qualifications for the position to be bumped as per Section 9.11, bump into another classification. An employee bumping into a classification shall be required to demonstrate the specialized qualifications with an appropriate and pre-determined testing method and shall be given thirty (30) working days to perform the job. During the time the employee is attempting to learn the new job, he shall be paid at the rate of his former classification. Upon satisfactorily performing the job in the new classification he will then be paid at the new classification rate. If such employee fails to adequately perform the job in said period, he shall be reduced without loss of seniority rights.

The names of employees laid off in the order of their seniority shall then be placed on the recall list in the order of their seniority and shall be recalled in reverse order of their layoff. It is agreed that qualified laid off employees shall be recalled prior to any postings or job awards in the department of the laid off employee.

ARTICLE X
OVERTIME

Section 10.1: Overtime Distribution

It is the intent of the Employer and the Union that necessary overtime work be accomplished and that such overtime shall be distributed as nearly equally as practicable within the same classification, within the same department. The Employer will give notice of overtime requirements as far in advance as possible. Employees are expected to work a reasonable amount of overtime when requested. The Employer will give consideration to any reasonable

request of an employee to be excused from overtime work, but in any event will excuse an employee from overtime work on occasions when it is evident that working overtime would cause the employee hardship or serious inconvenience.

Section 10.2: Overtime Records

Records of overtime shall be kept by the Department Heads and made available to the Union upon request. All refused overtime hours must be recorded as overtime worked. The remedy for violation of equalization of overtime shall be to offer the employee the next available overtime.

Section 10.3: Overtime Penalty Pay

a) An employee shall be paid at time and one-half (1½) his regular hourly rate for all authorized time worked in excess of:

1) thirty-five (35) hours in a workweek (40 hours in a workweek for Transit employees)

The above overtime provisions will prevail unless an employee is scheduled to work a forty (40) hour workweek. In the event of a scheduled forty (40) hour workweek, overtime would be paid for time in excess of forty (40) hours per week.

b) An employee shall be paid at time and one half his hourly rate (1½) for all authorized time worked on a Sunday or day recognized as a paid holiday.

c) An employee called in for emergency overtime shall receive a minimum of two (2) hours at the overtime rate of pay, and the Employer may require the employee to work the entire two (2) hours.

d) There shall not be any duplication or pyramiding of overtime compensation.

e) By mutual consent of the parties, compensatory time at the rate of one and one-half (1½) times may be taken in lieu of receiving overtime pay. Comp time will be taken at a time mutually agreed upon between the employee and his/her immediate supervisor in accordance with the provisions of the Fair Labor Standards Act. ✓

f) No overtime shall be worked unless approved by the Department Head.

ARTICLE XI
WORKING CONDITIONS

Section 11.1: Safety

The Employer shall provide a place of employment and equipment that is reasonably free of physical and health hazards. The Employer and the Union may establish a Joint Safety and Health Committee which may include members from other bargaining units. If established this committee may meet periodically to discuss safety and health conditions.

Section 11.2: Workday

Employees are expected to work one seven (7) hour shift per workday unless the employee is on a scheduled forty (40) hour workweek in which case the employee would be expected to work one eight (8) hour shift per workday. (Transit employees 8 hours per workday). A workday is a 24-hour period from 12:01 a.m. to 12:00 midnight, Monday through Friday.

Section 11.3: Hours of Work

All full-time employees shall be scheduled to work thirty-five (35) hours per week and may be scheduled for forty (40) hours per week at Management's prerogative. Department Heads may, upon two weeks advance notice, schedule their entire department to work forty (40) hours per week for a minimum of one pay period and continuing such schedule for as long as they deem necessary. All full-time employees of the Transit Department shall be scheduled to work forty (40) hours per week Monday through Friday in accordance with the schedule posted by the Department Head. Part-time employees of the Ogemaw Public Transit Department may be required to work Saturdays, Sundays and/or Holidays at regular rate of pay, in accordance with the schedule posted by the Department Head. The workday for office and day personnel shall be anywhere from 7:00 a.m. to 7:00 p.m. at Management's discretion with a 15 minute break midway in the morning and afternoon and a one hour unpaid lunch break.

When necessary and upon approval of the Board of Commissioners, hours of work for employees may be changed to accommodate the public or other governmental units.

The scheduled workday for afternoon custodial personnel shall be at Management's discretion with a 15 minute break in the first half and second half of the shift and a 30 minute unpaid lunch break.

Section 11.4: Workweek

The workweek shall be from 12:01 a.m. Monday morning to midnight Sunday evening.

Section 11.5: Payday

Employees shall be paid on a biweekly pay period. Payday shall be every other Thursday.

Section 11.6: Attendance

Employees are expected to avoid unjustifiable absences and should notify their immediate supervisor of any necessary absence from work before the start of the shift, if possible.

Section 11.7: Worker's Compensation

The Employer will provide Worker's Compensation coverage for all employees. Time lost due to a compensable injury will be considered as time worked for seniority purposes only. An employee who is off work on a compensable injury will have his medical, optical, and dental insurance coverage continued at no cost, except that which other employees are required to pay, for up to a maximum period of two (2) years.

Section 11.8: Mileage and Travel Allowance

Employees required to travel in the performance of their duties shall be reimbursed for mileage in the use of their private automobile, lodging and meals in accordance with the then current reimbursement schedule of the county policy used for its employees. Employees shall submit Employer required verification.

**ARTICLE XII
HOLIDAYS**

Section 12.1: Recognized Holidays

The following shall be recognized as paid holidays, except that Martin Luther King Day, President's and Veterans' Day shall not be paid holidays for Transit Department employees:

January 1, New Year's Day
Martin Luther King Day
President's Day
Good Friday
Memorial Day
4th of July
Labor Day

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

In addition, the full-time Transit Department employees shall receive four (4) additional days with pay, to be taken between Christmas and New Years or such other time as the Department may be closed or with the approval of the Department Head.

Employees shall not be paid for holidays which fall during an unpaid leave. The Employer may require an employee to provide a doctor's verification of an alleged illness called in the day before or after a Holiday.

Holidays which fall on Sunday will be observed on the following Monday. Holidays which fall on Saturday will be observed the preceding Friday.

Section 12.2: Personal Holidays

After the employee has completed the initial probationary period, they shall be granted three (3) personal holidays employees hired after September 30 2009 shall receive two (2) days. After one (1) year of employment, full-time employees will be granted five (5) personal holidays per anniversary year. Employees shall give the Employer two (2) days notice when possible prior to the use of any personal day. Personal days may be used in one-half (1/2) hour increments but may not accumulate. Days not taken in the anniversary year shall be lost, except that an employee may carry over one personal day when permission for release from duty on a requested personal day is denied by Management, and an alternate day cannot be scheduled.

ARTICLE XIII
VACATIONS

Section 13.1: Vacation Schedule

The amount of paid vacation employees are eligible for shall be determined on their anniversary date in each calendar year except that employees are eligible for their first paid vacation leave if they have completed six months of employment. Thereafter the following schedule shall apply:

Full-time employees hired prior to 1-1-95:

6 months to 1 year employment	3 working days
1 year through 4 years employment	10 working days
5 years or more employment	15 working days plus 1 day for each year in excess of 5 years seniority up to a maximum of 22 days

Full-time employees hired on 1-1-95 and thereafter:

6 months to 1 year employment	3 working days
1 year through 4 years employment	10 working days
5 years or more employment	15 working days

Section 13.2: Scheduling Vacation

Scheduling vacation is a mutual responsibility of the employee and supervisor. Vacation may be taken all at once or scheduled through the calendar year, but vacation may not be taken in less than one-half (1/2) day increments. Vacation schedules must be approved by the supervisor who will give consideration to the employee's request and the need to maintain service. Beginning 1-1-95 and thereafter, employees must take their vacation within their anniversary year. Employees unable to use vacation because of management's unreasonable refusal to grant, because of a scheduling conflict or emergency, shall be paid for all unused vacation at regular hourly rate. If employee does not use all their vacation days through no fault of management, he/she shall be paid for lost vacation up to a maximum of 5 days per year. Seniority shall prevail in the event of schedule conflicts between employees.

Section 13.3: Miscellaneous Vacation Rules

Vacation days may not accumulate from year to year. If employment is terminated due to death or retirement or the employee terminates as a voluntary quit with twenty-one (21) days advance written notice, such employee will be paid for all unused paid vacation leave. If a paid holiday falls within the vacation period, the employee shall be eligible for an additional day of paid vacation leave. Should an employee become ill while on vacation, said employee shall be placed on sick leave and allowed to take his vacation at a later date. Medical verification may be required by the Employer.

ARTICLE XIV
INSURANCE

Section 14.1: Hospitalization

The County will provide health insurance, Drug Rider (Appendix B), Dental (Appendix D), and Optical (Appendix C), except as provided hereunder Community Blue PPO, Plan 2 (Appendix A).

Employees will be provided with a 3 tier open formulary prescription plan with a \$15/\$50/\$100 co-pay. The employee shall be reimbursed for any cost above \$10 for tier 1 & \$15 For, tiers 2 & 3 for a 30 day supply & \$20-\$30 for 90 day supply.

The method for reimbursement shall be run through each individual department with a designated line item. The employee will provide a verification sheet from the pharmacy for reimbursement indicating a generic brand medication was NOT available for purchase.

There will be a percentage payroll deduction per payroll for the cost of the health, Drug Rider (Appendix B), Dental (Appendix D), and Optical (Appendix C) insurance. County Employees will continue to pay 10% of their total insurance premium. However, if health insurance premiums were to increase over 15% in one year, the employee and the County will split the increase – starting January 1, 2007.

These payroll deduction payments shall apply to medical, dental and optical insurances.

Should either party find a health insurance plan at a lower cost, upon mutual agreement the contract can be opened for the purpose of health insurance and co-pay only.

Beginning with the first full pay following the 1994 Blue Cross/Blue Shield open enrollment period and each annual open enrollment period thereafter, employees not enrolled in the program will be paid the sum of \$208.33 per month for each full coverage month (the 15th of one month to the 15th of the next month) the employee did not participate in the program during the immediate past enrollment year for a total annual payment of \$2,500.00. To be eligible for the above, employee must have coverage from another source and provide verification of same.

Section 14.2: Retiree Hospitalization

The County's liability for payment is further limited to \$100 for all Medicare and non-Medicare retiree's with no CPI. Said payment shall apply only to members that retire prior to October 1st 2009

Section 14.3: Life Insurance Policy

Each full-time non-probationary employee shall receive a \$20,000.00 Life Insurance Policy paid by the County and, in addition, retirees shall be eligible to continue their \$15,000.00 life insurance rate by paying the applicable rate charged by the insurance company for continuation of such coverage.

Section 14.4: Continuation of Coverage During Unpaid Sick Leave

When an employee is on an approved unpaid sick leave of absence, his medical, optical, dental and life insurance coverages will be continued at no cost to the employee for the duration of such leave.

Section 14.5: Option to Buy-Up to PPO Plan 1

See Appendix E for procedures allowing individuals to buy-up at their own expense, Blue Cross Blue Shield PPO 1 for the employee, 2 person or family rate, paying the difference in the monthly premium. See Appendix F for PPO 1, Plan coverage document.

ARTICLE XV
PENSIONS

Section 15.1: Retirement

All regular and part-time employees shall be covered by the Michigan Municipal Employees Retirement System under the B-4 Plan, with a FAC-3 Rider, Benefit Program E-2, F-55 Rider (full retirement at age 55 with 15 years of service) and the F-50 Rider (full retirement at age 50 with 25 years of service) effective January 1, 1995. Employee contributions to the Plan shall be made at the rate of 4 ½% of payroll effective July 1, 1994, and at the rate of 5 ½% of payroll effective January 1, 1995.

For new Employee's Pensions Hired after October 1 2006 – The County will match up to a 7% (employee's salary) contribution to any 401 retirement or an equivalent defined contribution plan (401,403, or 457 plans) or an equivalent plan to that of a MERS retirement defined contribution plan . Any changes to the employee contribution may occur on the employee's anniversary date. The County's liability is limited to the matching contribution.

ARTICLE XVI
SAVINGS CLAUSE

If any provision of this Agreement is found invalid by operation of law or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any provision should be permanently restrained by any such court, the remainder of this Agreement, and any supplements thereto, shall remain in full force and effect, and the Employer and the Union at the request of either party shall enter into negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE XVII
FAMILY AND MEDICAL LEAVE

The parties recognize that the Employer, the Union and employees have certain rights and obligations under the Family and Medical Leave Act (FMLA). The parties agree that no provision of the Labor Agreement shall operate to waive any rights that each may have under the FMLA.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

Section 18.1: Lunch Room

The County shall furnish the employees with a room to be used for breaks and meals.

Section 18.2: Time Clocks

All employees covered by the contract shall record their time into the County Building and out of the County Building by use of the time clock and their individual time card located across from the County Clerk's office.

Section 18.3: Bargaining Committee

The members of the unit who are members of the Bargaining Committee shall be paid for time spent during working hours negotiating with the County or its representative.

Section 18.4: Physical Examinations for Newly Hired Employees

All newly hired employees may be required to take and pass a physical examination before starting employment.

Section 18.5: Wage and/or Salary Adjustment and Random Drug Testing

The Management team and the Board of Commissioners agree that the USW will receive a Wage and/or Salary adjustment equal to any wage and/or salary package given to the POAM after 312 arbitration. This shall include salary, health insurance, and/or the Employee MERS contributions.

In return, the USW Local 8569 will agree to random drug testing with a policy equal to the Michigan State Police drug testing policy.

ARTICLE XIX
WAGES

The wage scales are attached hereto (Appendix G).

ARTICLE XX
DURATION

Section 20.1: Duration of Agreement

This Agreement shall become effective on October 1, 2006, and it shall continue in full force and effect until 12:00 p.m. on the 30th day of September, 2009.

Section 20.2:

Upon written request of either party to this Agreement, the parties shall commence negotiations for a new Agreement within ninety (90) days prior to the expiration thereof.

ARTICLE XXI
WAIVER PROVISION

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter.

ARTICLE XXII
NEW CLASSIFICATIONS

The Employer reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union prior to it becoming effective. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within five (5) days after receipt of notice from the Employer. The Employer or its designated representatives shall meet and negotiate the same. If notified by

the Union within that five day period. In the event the parties cannot reach an agreement, the Employer may implement its last best offer after MERC mediation.

If an employee is given the position of Deputy, Assistant, Office Manager or Office Supervisor, at the direction of an elected or appointed Department Head, he or she shall receive a pay increase of *not more than \$2.00 an hour* above their current Union pay scale. Said position need not be posted or open for bidding under Article IX, Section 9.12. It is under the discretion of the elected or appointed Department Head to have or fill such a position. The Board of Commissioners must approve said position.

ARTICLE XXIII **PAST PRACTICE**

This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

ARTICLE XXIV **SUPPLEMENTARY EMPLOYMENT**

Supplemental employment is permitted under the following conditions:


- A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties.
- B. The employee shall inform his/her Department Head of their supplemental employment.

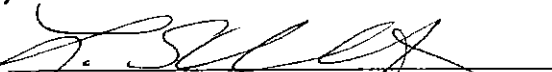
AMENDMENT TO CURRENT AGREEMENT effective October 1, 2009


Signed this 24th day of April, 2009

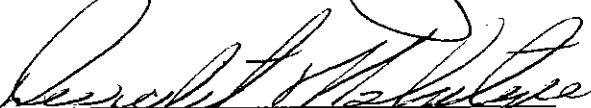
THE COUNTY OF OGEMAW


West Branch, MI


John West, Chairperson of the Board


LaDonna A. Schultz, Prosecuting Attorney


Gary Klaeking, Clerk



Dwight McIntyre, Treasurer

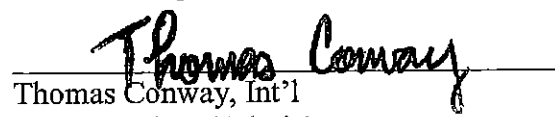

Denise Simmons, Register of Deeds

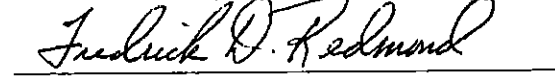
UNITED STEELWORKERS

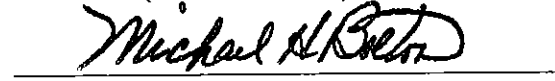
AFL-CIO-CLC


Leo W. Gerard, Int'l President


James D. English, Int'l Secretary-Treasurer

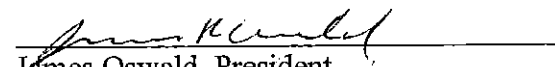

Thomas Conway, Int'l
Vice President (Admin)


Fred Redmond, Int'l Vice
President (Human Affairs)

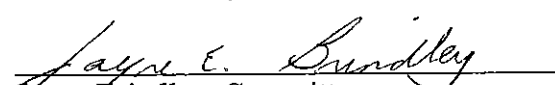

Michael H. Bolton, District 2 Director

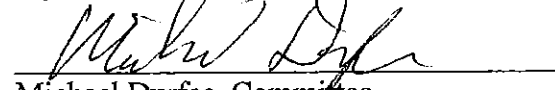

Roger Collison, Staff Representative

Local Union 8569


James Oswald, President


Connie Atherton, Committee


Jayne Brindley, Committee


Michael Durfee, Committee

**APPENDIX "A"
COMMUNITY BLUE PPO PLAN 2**

(Appendix "A" Continued):

APPENDIX "B"
DRUG RIDER

APPENDIX "C"
OPTICAL

APPENDIX "D"
DENTAL

APPENDIX "E"
BUY-UP PROCEDURES

Each year, each employee will be given the opportunity at the County's open enrollment period to buy up to Plan Community Blue PPO Plan 1. The open enrollment period is the only time that any employee may make this change and they would have to continue that until the next open enrollment period and pay all premium differences for that election.

Each employee will be allowed to purchase Community Blue PPO Plan 1, at the cost difference (between Community Blue PPO 2 and Community Blue 1). That additional cost will be payable on a biweekly payroll deduction.

This Plan will only be allowed if the participation within the Plan meets with Blue Cross and Blue Shield underwriting approval. Also a current suffix must be available to change the Plan to. All employees electing this suffix will be in the same suffix and not broken out by their own Union suffix.

APPENDIX "F"
LUMP SUM SALARY PAYMENTS

usw lump sum salary payments

	October-09 1st year	October-10 2nd year	October-11 3rd year
Full Time Employees	\$285.20	\$356.50	\$427.80
Par Time Employees			
1500-1820 Hours worked	\$235.20	\$306.50	\$377.80
1200-1500 Hours Worked	\$185.20	\$256.50	\$327.80
900-1200 Hours Worked	\$135.20	\$206.50	\$277.80
600-900 Hours Worked	\$85.20	\$156.50	\$227.80
Less than 600 Hours Worked	N/A	N/A	N/A

APPENDIX "G"
WAGES

Wages scale will be from October 1st thru September 30th.

	2006 – 4%	2007 – 4%	2008 – 4%
Clerical			
Hire through Probation	\$ 11.58	\$ 12.05	\$ 12.53
Balance of 1 st Year	12.09	12.58	13.09
2 nd Year	12.94	13.46	14.00
3 rd Year	13.73	14.28	14.85
4 th Year	14.48	15.06	15.67
Fieldman			
New through Probation	14.00	14.56	15.15
Balance of 1 st Year	14.64	15.23	15.84
2 nd Year	15.77	16.40	17.06
3 rd Year	15.92	16.56	17.23
4 th Year	16.11	16.76	17.43
Inspector			
New through Probation	14.99	15.59	16.22
Balance of 1 st Year	15.71	16.34	17.00
2 nd Year	16.87	17.55	18.25
3 rd Year	17.07	17.76	18.47
4 th Year	17.23	17.92	18.64
Custodian			
New through Probation	11.93	12.41	12.91
Balance of 1 st Year	12.65	13.16	13.69
2 nd Year	13.61	14.16	14.73
3 rd Year	13.81	14.37	14.95
4 th Year	13.96	14.52	15.10

APPENDIX "G"

Custodian – Maintenance	2006	2007	2008
New through Probation	13.16	13.69	14.24
Balance of 1 st Year	13.85	14.41	14.99
2 nd Year	14.19	14.76	15.35
3 rd Year	14.55	15.14	15.75
4 th Year	14.88	15.48	16.10

WAGES – TRANSIT EMPLOYEES

TRANSIT EMPLOYEES	2006 – 4%	2007 – 4%	2008 – 4%
Clerk – Driver			
Date of Hire	\$ 10.92	\$ 11.36	\$ 11.82
Balance of 1 st Year	11.36	11.82	12.30
2 nd Year	11.92	12.40	12.90
3 rd Year	12.48	12.98	13.50
4 th Year	13.07	13.60	14.15
Driver			
Date of Hire	11.08	11.53	11.99
Balance of 1 st Year	11.50	11.96	12.44
2 nd Year	11.92	12.40	12.90
3 rd Year	12.36	12.86	13.38
4 th Year	12.77	13.28	13.81
Certified Mechanic / Driver			
New through Probation	14.99	15.59	16.22
Balance of 1 st Year	15.71	16.34	17.00
2 nd Year	16.87	17.55	18.25
3 rd Year	17.07	17.76	18.47
4 th Year	17.23	17.92	18.64

**NEGOTIATIONS BETWEEN OGEMAW COUNTY
AND
UNITED STEELWORKERS- AFL-CIO-CIO
ON BEHALF OF LOCAL 8569**

MANAGEMENT POSITION ON PAST PRACTICES

The Ogemaw Board of Commissioners at their meeting held May 14, 2003, passed the following: The Ogemaw County Board of Commissioners abolishes all past practices, as exercised or utilized by the administrating of the contract(s) or benefits provided by the existing agreements effective January 1, 2004.

Any employee or organization authorized to bargain or represent the employees employed by the County of Ogemaw, must negotiate any or all practices as part of any new agreement reached and ratified by both parties.

COUNTY NOTIFICATION TO UNION
DATED: Tuesday, June 03, 2003

ADDENDUM A

DRUG TESTING POLICY

Between

Ogemaw County and USW, on behalf of LU 8569

I. PURPOSE

The purpose of this order is to provide all employees with notices of the provisions of the County's drug testing program. Except when transit employees are under the jurisdiction of state or federal drug testing policy.

II. POLICY

It is the policy of this County that the critical mission of public service justifies maintenance of a drug-free work environment through the use of a reasonable employee drug testing program. The public has a right to expect that those who are hired to serve them are at all times both physically and mentally prepared to assume these duties. There is sufficient evidence to conclude that the use of controlled substances and other forms of drug abuse will seriously impair an employee's physical and mental health and, thus, job performance.

Therefore, in order to ensure the integrity of the County and to preserve public trust and confidence in a fit and drug-free environment, this County will implement a drug testing program to detect prohibited drugs used by County employees on January 27, 2005.

III. DEFINITIONS

- A. Employee – Those with United Steelworkers Local 8569.employees who are formally covered under the Union contract
- B. Supervisor – Those department heads, elected or appointed, assigned to a position having a day-to-day responsibility for supervising subordinates, or who are responsible for commanding a work element.
- C. Drug Test – The compulsory or voluntary production and submission of urine, in accordance with departmental procedures, by an employee for chemical analysis to detect prohibited drug usage.
- D. Reasonable Suspicion – That quantity of proof or evidence that is more than a hunch, but less than probable cause. Reasonable suspicion must be based on specific, objective facts and any rationally derived inferences from those facts about the conduct of an employee. These facts of inferences would lead the reasonable person to suspect that the employee is or has been using drugs while off duty.
- E. Probable Cause – That amount of facts and circumstances within the knowledge of a supervisor or the administration which are sufficient to warrant a prudent person to believe it is more probable than not that an employee is or has been using drugs while on or off duty.

- F. Probationary Employee – For the purpose of this policy only, a probationary employee shall be considered to be any person who is conditionally employed with the County as a recently hired employee.
- G. MRO - Medical Review Officer – The medical review officer is a physician knowledgeable in the medical use of prescription drugs and the pharmacology and toxicology of illicit drugs. The MRO will be a licensed physician with knowledge of substance abuse disorders. The MRO shall have appropriate medical training to interpret and evaluate an employee's test results in conjunction with his or her medical history and any other relevant biomedical information.
- H. Last Chance Agreement – A standard letter of conditions for continued employment that is offered by the County or supervisor or the right to the same is invoked by an employee under certain conditions outlined in this order, after it has been determined that the employee has violated this order.

IV. PROCEDURES / RULES

A. General Rules

The following rules shall apply to all employees, while on or off duty:

1. No employee shall illegally possess any controlled substance.
2. No employee shall ingest any controlled or prescribed substance, except under the direction of a licensed medical practitioner.
 - a. An employee shall notify their immediate supervisor when required to use prescription medicine that may influence their job performance. The employee shall submit one of the following:
 - 1) Note from the prescribing doctor
 - 2) Copy of the prescription
 - 3) Show of the bottle label to his immediate supervisor.
 - b. Supervisors shall document this information and retain the memorandum for at least thirty (30) days.
3. No employee shall ingest any prescribed or over-the-counter medication in amounts beyond the recommended dosage.
4. An employee who unintentionally ingests, or is made to ingest, a controlled substance shall immediately report the incident to his supervisor so that appropriate medical steps may be taken to ensure the employee's health and safety.
5. Any employee having a reasonable basis to believe that another employee is illegally using, or is in possession of, any controlled substances shall immediately report the facts and circumstances to his or her supervisor.
6. Discipline of employees for any violation of the drug testing policy shall be in accordance with the due process rights provided in the department's rules and regulations, policies and procedures, and the collective bargaining agreement. *The employee may be immediately relieved of duty pending a departmental investigation at the discretion of the supervisor or his designee, when one of the following occurs:
 - a. a refusal to participate
 - b. probable cause
 - c. The Medical Review Officer determines that an employee's drug test was positive.

B. Applicant Drug Testing

1. Applicants for the position of employment shall be required to take a drug test as a condition of employment during a pre-employment medical examination.
2. Applicants shall be disqualified from further consideration for employment under the following circumstances:
 - a. Refusal to submit to a required drug test, or
 - b. A confirmed positive drug test. Indicating drug use prohibited by this order.

C. Probationary Employees Drug Testing

1. All probationary employees shall be required as a condition of employment, to participate in any unannounced drug tests scheduled for the probationary period. The frequency and timing of such tests shall be determined by the supervisor or his designee. Probationary employees may be tested prior to completion of the probationary period. A probationary employee shall not be eligible for coverage under the last chance rehabilitation provision set forth in this order, except at the discretion of the supervisor.

D. Employees Drug Testing

Employees will be required to take drug tests as a condition of continued employment in order to ascertain prohibited drug use, as provided below:

1. The supervisor may order an employee to take a drug test upon documented probable cause that the employee is or has been using drugs. A summary of the facts supporting the order shall be made available to the employee prior to the actual test.
2. Upon reasonable suspicion the supervisor may request, through an authorized representative of the Union, that an employee submit to a voluntary drug test. Submission to a voluntary drug test hereunder shall be subject to the frequency limitation found in Article IV, section D, subsection 4 herein. Any employee voluntarily submitting to a drug test who tests positive as a consequence of said test, shall be eligible to invoke the last chance rehabilitation provision set forth in this order. Any employee who refuses to submit to a request for a voluntary drug test shall not be disciplined as a consequence of such refusal, but shall not be eligible for coverage under the last chance rehabilitation provisions set forth in this policy for a period of three (3) years.
3. A drug test will be administrated as part of any promotional physical examination required by any department.
4. All employees shall be uniformly tested during any unannounced, random testing required by their department. Random testing for all employees will not exceed twice in a 365-day period.
 - a. The County or their designee shall determine the frequency and timing of such test.
 - b. The president of the Union or his designee, will receive a list of the employees that have been required to take a drug test after all employees in that particular group have submitted, or have refused to submit, a urine sample to the laboratory testing personnel.

E. Penalty

Violation of any provision of this drug testing order shall be grounds for disciplinary action. Discipline shall be administered as set for in the Last Chance Agreement rules and regulations and may include discharge from employment. Any discipline remains subject to review in accordance with the Collective Bargaining Agreement.

F. Drug Testing Procedures

1. The testing procedures and safeguards provided in this order shall be adhered to by any laboratory personnel administering department drug tests.
2. Laboratory personnel authorized to administer County drug tests shall require positive identification from each employee to be tested before the employee enters the test area.
3. In order to prevent a false positive test result, a pre-test interview shall be conducted by testing personnel to ascertain and document the employee's recent use of any prescription or non-prescription drugs, or any indirect exposure to drugs. Divulgence by the employee of medical information during the pre-test interview is voluntary; however, if the test results are positive, it will be mandatory that the employee divulge the necessary medical information to the Medical Review Officer so that the MRO may determine whether the test result is a false positive.
4. The testing area shall be private and secure. Authorized testing personnel shall search the testing area before an employee enters same in order to document that the area is free of any foreign substance.
5. Where the employee appears unable or unwilling to give a specimen at the time of the test, testing personnel shall document the circumstances on the drug-test report form. The employee shall be permitted no more than eight hours to give a sample. During that time, the employee shall remain in the testing area, under observation. Reasonable amounts of water may be given to the employee to encourage urination. Failure to submit a sample shall be considered a refusal to submit to a drug test except for good cause as determined by the MRO.
6. The urine sample will be split and stored in case of legal disputes. The samples must be provided at the same time, and marked and placed in identical specimen containers by authorized testing personnel. One sample shall be submitted for immediate drug testing. The other sample shall remain at the facility in frozen storage. This sample shall be made available to the employee or his labor association representative prior to disciplinary action, should the original sample result in a legal dispute. The employee must request same within 72 hours of being notified of a positive and confirmatory test by the Medical Review Officer. All groups of negative samples may be destroyed after seven (7) days.
7. All specimen samples shall be sealed, labeled, initialed by the employee and laboratory technician, and checked against the identity of the employee. Samples shall be stored in a secured and refrigerated atmosphere until testing or delivery to the testing lab representative.
8. Whenever there is a reason to believe that the employee may have altered or substituted the specimen to be provided, a second specimen shall be obtained within a reasonable period of time. The laboratory personnel will take the appropriate necessary steps to assure the integrity of the second specimen.

G. Drug Testing Methodology

1. The testing or processing shall consist of:
 - a. Initial screening test
 - b. Confirmation test---if the initial screening test is positive.
2. The urine sample is first tested using the initial drug screening procedure. An initial positive test result will not be considered conclusive; rather, it will be classified as "confirmation pending." Notification of test results to the supervisor or other departmental designee shall be held until the confirmation test results are obtained and verified by the MRO.
3. A specimen testing positive will undergo an additional confirmatory test. The confirmation procedure shall be technologically different and more sensitive than the initial screening test.
4. The drug screening tests selected shall be capable of identifying marijuana, cocaine, and every major drug of abuse including heroin, amphetamines, and barbiturates. Personnel utilized or testing will be qualified to collect urine samples, or adequately trained in collection procedures.
5. Concentrations of a drug at or about the following levels shall be considered a positive test result when using the initial immunoassay drug screening test:

Initial Test Level

	(ng/ml)
Marijuana Metabolite-----	100
Cocaine Metabolite -----	300
Opiate Metabolite -----	300*
Phencyclidine-----	25
Amphetamines-----	1000
Barbiturates -----	300

* 25ng/ml if immunoassay-specific for free morphine.

Concentrations of a drug at or above the following levels shall be considered a positive test result when performing a confirmatory cg/ms test on a urine specimen that tested positive using a technologically different test than the initial screening method:

Confirmatory Test Level

Marijuana Metabolite-----	-15*
Cocaine Metabolite -----	-150**
Opiates:	
Morphine -----	-300+
Codeine -----	-300+
Phencyclidine-----	-25
Amphetamines:	
Amphetamines-----	-500
Methamphetamines -----	-500
Barbiturates -----	-300

- * Delta-9-tetrahydrocannabinol-9-carboxylic acid
- ** Benzoylcegonine
- + 25ng.ml if immunoassay-specific for free morphine

6. The initial and confirmatory test cutoff levels of this order are the same as that of the United States Government, which were published in the Federal Register, volume 54, number 230, dated December 1, 1989.
 7. The laboratory selected to conduct the analysis shall be experienced and capable of assuring quality control, documentation, chain-of-custody, technical expertise, and demonstrated proficiency in urinalysis.
 8. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. A copy of the memo will be placed in the employee's personnel file upon the employee's request.
 9. Any employee who interferes with the testing process or breaches the confidentiality of test results shall be subject to discipline.
- H. Chain of Evidence – Storage
1. Each step in the collecting and processing of the urine specimen shall be documented to establish procedural integrity and the chain of custody.
 2. Where a positive result is confirmed, urine specimens shall be maintained in a secured, refrigerated storage area. If a dispute arises, the specimens will be stored until all legal disputes are settled.
- I. Drug Test Results
1. All records pertaining to departmental-required drug tests shall remain confidential, and shall not be provided to other employers or agencies without the written permission of the person whose records are sought. However, medical, administrative, and immediate supervisory personnel may have access to relevant portions of the records as necessary to insure the acceptable performance of the employee's job duties.
- J. Substance Abuse Rehabilitation Program
- Employees may participate in a substance abuse rehabilitation program; however, participation after rehabilitation program shall not prohibit drug testing under this policy.
- K. Procedures for Implementation of the Last Chance Agreement
1. An employee whose drug test has been confirmed positive by the Medical Review Officer during random or reasonable suspicion testing shall, (if found guilty during department disciplinary proceedings), be offered a last chance agreement.
 2. At the discretion of the supervisor, the last chance agreement may also be offered to any employee whose drug test has been confirmed positive by the Medical Review Officer.
 3. Standard letter of conditions for continued employment (last chance agreement) must be signed by an authorized representative of the department and the employee.
 4. An employee must attend and successfully complete an authorized rehabilitation program.
 5. An employee must sign a form releasing any and all information to management as may be requested.

6. An employee must pass a medical examination administered by a medical facility designated by the employer prior to being allowed to return to work. The examination shall only screen for drug use and the physical impact of the prior drug usage.
7. An employee may be allowed to use sick time and apply for a medical leave of absence if required, while undergoing rehabilitation.
8. Once authorized to return to work, the employee must submit to periodic urinalysis on a timetable as may be determined by the employer.
9. The employee shall be subject to the terms of this program for three (3) years after their return to work.
10. The employee must agree in writing that the employee will be automatically terminated forthwith if a violation of any portion of the last chance agreement occurs at any time during its enforcement term.
11. The employee must be advised that the employee is not obligated to sign the agreement and be advised he/she has the right to seek the counsel of his/her legal and/or labor representative.

ADDENDUM B

LAST CHANCE AGREEMENT

RE: _____

Whereas, the above referenced individual was found guilty of violating the County's drug order on _____ and;

Whereas, the _____ will conditionally reinstate _____ to the same position held at termination, provided the employee is found by medical examination to be capable of performing all the duties of the classification as have been previously established by _____ and subject to the following terms and conditions being met and maintained;

Now, therefore, it is agreed that;

1. Employee must sign a form releasing any and all information to management as may be requested.
2. Employee must successfully complete a rehabilitation program as prescribed by an authorized rehabilitation source.
3. Employee must pass a medical examination administrated by a medical facility designated by the County prior to being allowed to return to work. The examination shall only screen for drug use and the physical impact of the prior drug usage.
4. Employee may be allowed to use sick time and may apply for a medical leave of absence if required, while undergoing rehabilitation.
5. Upon clearance by the medical facility designated by the County, the employee shall be returned to work at the same classification.
6. Once returned to work, the employee will present himself to the department approved substance abuse rehabilitation center for evaluation, and agree to, as well as follow any and all directives given him by the rehabilitation center for a period of not more than three (3) years. _____ agrees to sign appropriate forms releasing any and all information to the County as may be requested. Failure to follow the program directives is grounds for discharge, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for failure to follow program directives.
7. Once authorized to return to work, _____ shall submit to controlled substance testing at the discretion of the supervisor. If any such test shows a positive result for the presence of a controlled substance, _____ will be discharged from employment with the County, subject to review pursuant to the Collective Bargaining Agreement of only the discharge for a positive test result hereunder.

8. _____ will be credited with seniority, for promotional purposes, for time separated from work between _____ and the date of return to work. No other wage is due or owing, and _____ waivers any claim thereto.
9. The Union shall withdraw with prejudice the grievance # _____ and shall release and discharge the employer from any and all claims related thereto. The employer shall release and discharge the Union and employee from any and all claims relating to grievance # _____ including, but not limited to, the processing and arbitration of this grievance. Further, _____ releases the County and the Union from all liability and claims he/she may have had or now has with respect to his/her employment with the County whether such claims or liability arise under federal or state statute, constitutional provision, principles of common law, or under the Collective Bargaining Agreement between the County of Ogemaw and the United Steelworkers Local 8569.
10. All parties have had the opportunity to consult legal counsel and have carefully and completely read and understood all the terms of this settlement agreement. This settlement agreement is freely and voluntarily entered into by all parties without any duress or coercion.
11. The parties agree that this agreement is entered into as a full and final settlement of the above referenced matter, and shall not set a precedent. Furthermore, the actions taken by the parties in settling this matter are not meant to establish a practice or right to be utilized in any other grievance, claim, or litigation.
12. In the event the employee grieves and attempts to process to arbitration any discipline imposed as a condition of this last chance agreement, said grievance shall be barred by release and waiver, and an arbitrator shall have no authority to modify the penalty imposed by the employer.

DATED THIS _____ **DAY OF** _____, 20____.

EMPLOYEE _____ **SUPERVISOR**

UNION REPRESENTATIVE _____ **CHAIRPERSON**