

ORIGINAL FOR EXECUTION
10/18/10

AGREEMENT

between

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS,

SHIAWASSEE COUNTY HEALTH OFFICER

and

SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE MICHIGAN

for

TECHNICAL-CLERICAL EMPLOYEES

November 1, 2009

through

October 31, 2012

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AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2010, by and between the **SHIAWASSEE COUNTY BOARD OF COMMISSIONERS**, 201 N. Shiawassee Street, Corunna, Michigan 48817, the **SHIAWASSEE COUNTY HEALTH OFFICER**, hereinafter collectively referred to as the **EMPLOYER**, and the **SERVICE EMPLOYEES INTERNATIONAL UNION HEALTHCARE MICHIGAN (SEIU)**, 2604 Fourth Street, Detroit, Michigan 48201, hereinafter referred to as the **UNION**.

NON-DISCRIMINATION

The Shiawassee County Board of Commissioners and the Union shall not discriminate because of race, religion, creed, color, national origin, handicap, age, sex, height, weight, marital status or political affiliation as required by law.

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UNION RIGHTS AND INTERESTS

ARTICLE 1.
RECOGNITION

Employees Covered. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

All full-time and regularly employed part-time technical and clerical employees in the Shiawassee County Health Department. **EXCLUDING:** Executives, supervisors, administrative assistants, professionals, nurses, confidential employees and all other temporary, casual employees.

ARTICLE 2.
PART-TIME EMPLOYEES

Section 1. Employees regularly scheduled to work less than forty (40) hours per week, but at least twenty (20) hours per week, shall be considered part-time employees.

Section 2. Two thousand eighty (2,080) hours shall be used to determine when an employee shall have completed a year and shall be eligible for benefit accrual, etc. pursuant to this contract unless otherwise provided.

Section 3. Part-time employees shall receive fringe benefits such as but not limited to vacation, personal leave, sick leave, funeral leave, life insurance, health and dental insurance on a pro-rata basis, and shall receive holiday pay in the event they are regularly scheduled to work on a holiday recognized by this contract.

- A. Where employees are hired to work a regular schedule (twenty (20) to thirty-nine (39) hours) per week, hours paid shall be construed as hours worked for the purpose of computing benefits provided by this Agreement.

ARTICLE 3.
UNION MEMBERSHIP; SECURITY; CHECK-OFF

Section 1. Agency Shop. All employees included in the collective bargaining unit set forth herein, within thirty-one (31) days after the start of their employment with the Employer or the effective date of this Agreement, whichever is later, shall either become members of the Union, and pay the Union periodic monthly dues uniformly required of all Union members or pay to the Union a negotiating or service fee on a monthly basis which may be in an amount equivalent to the monthly dues required of all Union members.

- A. An employee who is a member of and adherent to the teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment; such employee may, however, be required by the Union to pay sums equal to periodic dues and initiation fees to a non-religious charitable fund in lieu of such payments to the labor organization.
- (i) The employee may choose from one of the following non-religious, tax-exempt organizations under Section 501(c)(3) of the Internal Revenue Code:
1. American Cancer Society (nearest local unit)
 2. United Way
 3. Michigan Heart Association

Section 2. Union Membership.

- A. Membership in the Union is not compulsory and is a matter separate, distinct and apart from an employee's obligation to share in the costs of administering and negotiating this Agreement.
- B. All employees have the right to join, not join, maintain or drop their membership in the Union as they see fit.
- (i) Withdrawal from Union membership in no way alters the employee's obligation to pay the monthly service fee noted above.

- C. The Union recognizes, however, that it is required to represent all employees included within the bargaining unit without regard to whether or not all employees are members of the Union.
- D. The Union further agrees that it shall accept into membership each employee who becomes eligible to become a member of the collective bargaining unit and who tenders to the Union the periodic monthly dues and initiation fees uniformly required as a condition of acquiring or retaining a membership in the Union.

Section 3. Check-off (Payroll Deduction for Dues or Fees).

- A. During the life of this Agreement, the Employer agrees to deduct periodic monthly Union membership dues or the monthly service fee and COPE PCC, if authorized, from the pay of each employee who executes and files with the Employer a proper check-off authorization form.
 - (i) The check-off authorization forms shall be supplied by the Union.
- B. A properly executed copy of the written check-off form for each employee for whom Union dues or service fees or COPE PCC are to be deducted hereunder shall be delivered to the Employer's office manager before any payroll deductions are made.
 - (i) Deductions shall be made thereafter only under the written check-off authorization forms which have been properly executed and are in effect.
 - (ii) Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- C.
 - (i) All authorizations filed with the Health Department on or before payday shall become effective the next succeeding payday, provided the employee has sufficient net earnings to cover the Union dues, service fee or COPE PCC, whichever is applicable.
 - (ii) Deductions for any calendar month shall be remitted to the designated financial officer of the Union not later than the 10th of the month following the last payday in the preceding month.

- D. In cases in which a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the constitution and by-laws, refunds to the employee will be made by the Union.
- E. The Union shall notify the Health Department's Payroll Department in writing of the proper amount of Union dues or service fees and any subsequent changes in such amounts shall be deducted when the employee's approval is received.
- F. The Employer shall not be responsible for Union dues, service fees or COPE PCC while an employee is on a leave of absence, layoff status, or after an employee's employment relationship with the Employer has been terminated.
- G. The Employer shall not be liable to the Union, its members or the employees it represents, once said sums have been remitted to the Union, and further shall not be liable if such sums are lost when remitted by the United States Postal Service.
- H. The Union agrees to hold the Employer harmless from any and all claims arising out of its Agreement to deduct Union dues, service fees or COPE PCC and to defend, indemnify and save harmless the Employer against any and all claims, demands, suits or other form of liability that may arise out of or by reason of action taken by the Employer pursuant to this Article.

ARTICLE 4.
REPRESENTATION

Section 1. Bargaining Committee.

- A. The Bargaining Committee will include not more than two (2) employees.
 - (i) Employee members of the Bargaining Committee will not be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting.
 - (a) They may use vacation time if they so desire.
 - (1) When vacation time is used; (i) employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule; (ii) employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift.
- B. In addition thereto, it may include non-employee representative(s) from the Union.
- C. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

Section 2. Stewards.

- A. The Employer recognizes the right of the Union to designate a steward and an alternate from the seniority list.
- B. The authority of the steward and alternate shall be limited to the investigation and presentation of grievances and representation of employees during investigatory interviews where discipline may result to the interviewee as a result of the interview.

Section 3.

- A. The steward, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer, it being agreed that

investigation shall be performed with a minimum of interference with work assignments and loss of working time.

(i) However, in no event shall the steward leave his/her work for such purpose without first obtaining permission from his/her Supervisor.

(a) The supervisor may require the steward to investigate and/or present such grievance or grievances during other than working hours in the event that the supervisor believes that the work force cannot be adequately covered during the time that the steward desires to investigate and present grievances.

ARTICLE 5.
GRIEVANCE PROCEDURE

Section 1. The term "Grievance" as used in this Agreement is defined as an alleged violation of a term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Section 2. Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements stated in Section 1 above, by submitting the written grievance to the Health Officer or his designee. Within five (5) working days after receiving the written grievance from the employee, the Health Officer or his/her designated representative shall give his/her written response to the grievance to the grievant and the Union steward. The five (5) working days shall not include the day the grievance was received by the Health Officer or his designee.

Step 2. In the event that the grievant is not satisfied with the response of the Health Officer or designee given at Step 1, or in the event the Health Officer or designee deems it appropriate, any of those persons may request a conference which shall be held within fifteen (15) working days after the written response of the Health Officer is given at Step 1. The request for the conference must be made in writing within five (5) working days after receipt of the Health Officer's answer in Step 1. The persons who may be present at Step 2 are the Grievant, the Union steward, the Union Business Agent and/or the Union Attorney,

the Health Officer or designee, and Legal Counsel for the Employer. The parties may mutually agree to hold the conference beyond fifteen (15) days, which agreement must be confirmed in writing.

Step 3.

If the grievance is not resolved at Step 2, the Union shall present a written demand for arbitration within five (5) working days after the meeting at Step 2 to the Health Officer or designee. The following list of arbitrators shall be used in the order presented as each demand for arbitration is submitted:

- Mario Chiesa
- Thomas Gravelle
- Deborah Brodsky
- David Grissom
- Peter Jason

The rules of the FMCS shall apply unless specifically modified herein. The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.

If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this Agreement shall not be retroactive prior to the time the grievance was first submitted in

writing. The arbitrator's fees shall be split between the Union and the Employer.

Section 3. The failure of either party to follow the time limits outlined herein shall result in the following:

- A. If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.
- B. In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

Section 4. When reference to days is made, only week days, Monday through Friday, will be considered. Saturdays, Sundays and holidays shall not be considered in these time periods. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

Section 5. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, 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 6
DISCIPLINE AND DISCHARGE

Section 1. Any discipline imposed shall be for just cause.

Section 2. The Employer agrees, upon the suspension or discharge of an employee, to notify in writing the employee and his/her steward of the suspension or discharge.

A. The written notice shall contain the reasons for the suspension or discharge.

Section 3. Should the suspended or discharged employee consider the suspension or discharge to be improper, it shall be submitted to the grievance procedure, as provided for in Article 5 of this Agreement.

ARTICLE 7
SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous full-time and/or part-time compensated service with the Department where they are employed since the employee's last date of hire, excluding unpaid leaves of absence of more than ten (10) consecutive days.

Section 2. Seniority List. The seniority list shall contain the names of all seniority employees and their length of service.

A. The Employer will provide the Union, upon request, with copies.

Section 3. Loss of Seniority. An employee shall automatically lose his/her status as an employee and his/her seniority for any of the following reasons:

- A. Resignation or quit;
- B. Discharge or termination without reinstatement;
- C. Retirement;
- D. Conviction of a felony;
- E. Layoff for a period of time equal to his/her seniority at the time of layoff or one (1) year, whichever is lesser;
- F. Unexcused absence on a regularly scheduled work day;
- G. Unexcused failure to return from a leave of absence of any kind on the specified date for return (including sick leave);
- H. Falsification of employment application;
- I. Failure to return to work when recalled from layoff as set forth in the recall procedure.

Section 4.

- A. An employee in the bargaining unit who is promoted outside the bargaining unit, and is thereafter transferred or demoted to the bargaining unit, shall not accumulate seniority while working outside the bargaining unit.
- B. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank he/she had at the time of his/her promotion, provided he/she returns within one (1) year. Effective from and after

ratification of this Agreement by both parties, the employee who is so transferred back to the bargaining unit shall re-enter the bargaining unit with the same seniority he/she had at the time of his/her promotion.

ARTICLE 8
LAYOFF AND RECALL

Section 1. Seniority shall prevail in the layoff and recall of employees.

Section 2. Layoffs shall be determined by the Board.

Section 3. In reducing the work force, the employee working in the classification affected by the layoff who possesses the least seniority shall be the first employee laid off.

Section 4. The last employee laid off shall be the first employee recalled.

Section 5. There shall be bumping rights for employees who are laid off, but only where the employee, in the sole determination of the Employer, possesses the minimum qualifications for the job pursuant to the job description.

Section 6. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by mail or in person with a copy to the Union.

Section 7. In the event of recall, five (5) days notice mailed to his/her last known address shall be made.

Section 8. In the event the employee fails to make himself/herself available for work at the end of that five (5) days after notice of recall, he/she shall lose all seniority rights and right to recall under this Agreement.

II

EMPLOYER RIGHTS AND INTERESTS

ARTICLE 9
EMPLOYER RIGHTS

Section 1. Operation.

- A. The Union recognizes the prerogatives of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities and powers of authority pursuant to the laws and the Constitution of both the State of Michigan and the United States of America.
- B. The Employer or its designee reserves the right to direct the work force and assign duties and responsibilities.

Section 2. Overtime. The Employer or its designee has the right to schedule overtime work as required in a manner most advantageous.

Section 3. Work Schedule. The Employer or its designee shall have the right to determine schedules of working hours and days and to establish the methods and processes by which such work is performed.

Section 4. Discipline and Discharge. The Employer or its designee reserves the right to discipline and discharge.

Section 5. Retention of Right.

- A. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work forces, except as expressly abridged by the specific provisions of this Agreement, including by way of illustration, but not limitation, the determination of policies, operations, assignments, subcontracting, schedules, layoffs, make or amend rules and regulations, hire, promote, demote, transfer, etc.
- B. All rights, functions, powers and authority which the Employer has not specifically abridged, delegated or modified by specific terms of this Agreement are recognized by the Union as being retained by the Employer.

Section 6. Delegations. No policies and procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE 10
NO STRIKE CLAUSE; PAST PRACTICE; WAIVER PROVISION

Section 1. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer in any way. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer. The Employer will not lock out employees.

Section 2. This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supersedes all prior relationships and/or past practices.

Section 3. 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 11
PROBATIONARY PERIOD

Section 1. All employees shall be considered probationary employees for six (6) calendar months from date of hire.

Section 2. The Health Officer or his/her agent has the right to extend the probationary period of an employee up to an additional thirty (30) work days upon notification to the affected employee and Union representative prior to the extension of the probationary period.

- A. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure.

Section 3. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge.

Section 4. The probationary employee can be terminated for any reason or for no reason.

Section 5. Upon successful completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be automatically extended by a period equal to the duration of such absence.

ARTICLE 12
SUPPLEMENTARY EMPLOYMENT

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

- A. That the additional employment must in no way conflict with the employee's hours of employment, or in quantity or interest conflict in any way with satisfactory and impartial performance of his/her duties, as determined within the sole discretion of the Employer.
 - (i) The employee shall have the right to appeal the Health Officer's decision to a review by a full Board of Commissioners.
- B. The Department Head, or his/her agent, shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere.
 - (i) The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- C. That he/she keep the Department Head informed of contemplated changes in his/her supplemental employment.

III

OPERATIONS

ARTICLE 13
SPECIAL CONFERENCES

Section 1. Special Conference Procedure.

- A. The Employer and the Union may agree to meet and confer on matters of mutual concern upon written request of either party.
- B. The written request shall be made in advance and shall include an agenda stating the nature of the matter to be discussed and the reasons for requesting the meeting.
- C. Meetings, if agreed to be held by the parties, shall be held at a time and place mutually agreeable to the parties.
- D. Each party may be represented by not more than three (3) persons.
- E. Discussion shall be limited to matters set forth in the agenda, but it is understood that these special meetings shall not be for the purpose of conducting continuing bargaining negotiations nor to in any way modify, add to or detract from the provisions of this Agreement.

ARTICLE 14
JOB POSTING

Section 1. Prior to filling a vacancy within the bargaining unit, it shall be posted for three (3) working days.

Section 2. Employees interested shall apply in writing within that three (3) working day period.

Section 3. The Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

Section 4. The person selected, if not currently employed, shall be on probation the same as a new hire pursuant to Article 9 provisions.

Section 5. However, in the event an employee so transferred or promoted does not successfully complete probation, she shall be entitled to return to the position she occupied at the time of transfer.

ARTICLE 15
GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES;
WORK ASSIGNMENTS

Section 1. The Employer reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work.

- A. These positions include but are not limited to, Co-op students, Youth Corp., JTPA persons, social service referrals, and so forth.
- B. Such persons shall not be covered by this contract unless specifically required by the funding source.

Section 2. The Employer reserves the right to hire persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits.

- A. They shall not be covered by the terms of this contract.
- B. The maximum time that each such person may be employed within a twelve (12) month period is one hundred thirty (130) work days.
- C. This section and the one hundred thirty (130) day limitation do not apply to the persons noted in Section 1 above.

Section 3.

- A. The Employer may require an employee to work in any position or classification or to perform any duties within their department.
 - (i) This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, absent due to leave of absence, or for any other reasons.
- B. In the event an employee is assigned to work in a higher classification for more than twenty (20) consecutive work days, the employee shall be paid the higher rate prospectively only, effective the twenty-first (21st) consecutive day and for all continuing consecutive days of work performed in the higher classification.

Section 4. Supervisors may perform bargaining unit work at any time.

- A. It is the intent of this provision that the above defined employee classifications not displace regularly employed full-time or part-time employees.

ARTICLE 16
NEW CLASSIFICATIONS

Section 1. The Employer reserves the right to establish new classifications and rate structures for same.

- A. Under such circumstances, the Employer shall notify the Union prior to it becoming effective.

Section 2. 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.

Section 3. The Employer shall meet and discuss the same, if notified by the Union within that five (5) day period.

Section 4. In the event the parties cannot reach an agreement, the Employer may implement its last best offer.

ARTICLE 17
SUBCONTRACTING

Notwithstanding any contrary provision in this contract, the Employer reserves the right to subcontract bargaining unit work at any time; to purchase any or all work processes or services when, in the sole determination of the Employer, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical to have the work performed by others.

ARTICLE 18
WORKING HOURS

Section 1. The starting and quitting times of employees may be changed by the Employer.

- A. The Employer will provide ten (10) calendar days notice prior to such changes unless there are personnel shortages, employees absent from work, an emergency situation, weather problems, or for any unforeseeable circumstances.

Section 2. The normal work week for permanent full-time employees shall be five (5) consecutive days from 8:00 a.m. to 5:00 p.m., forty (40) hours per week, eight (8) hours per day. An employee is entitled to one (1) hour unpaid lunch.

Section 3. Vision and Hearing Technicians assigned to schools and regularly scheduled according to school calendars shall have their work year defined by the respective school calendars.

- A. They shall work only such time as is necessary to coordinate with the school calendars which shall define the beginning and ending dates of employment for any given year.
- B. Written assurance of the Employer's intent to offer employment for the subsequent school year shall be provided within ten (10) days of the expiration of the employment period.
- C. The summer vacation shall not be considered a layoff period.

Section 4. Overtime shall be paid pursuant to the Fair Labor Standards Act.

ARTICLE 19
MILEAGE REIMBURSEMENT

Section 1. An employee who is required to use their own private vehicle in the performance of assigned duties shall be paid for actual trip mileage incurred each month, as established by regular work location, at the rate as determined by action of the County Board of Commissioners.

Section 2. In the event the County improves the rate of mileage reimbursement or establishes a new benefit level which would improve the rate of reimbursement related to on-the-job travel and applies said improvement(s) to any County employee, such improvement(s) shall be extended at the same time and in the same manner to all employees in this bargaining unit.

ARTICLE 20
INCLEMENT WEATHER

Section 1. The Board of Commissioners, through its Chair, reserves the right to close the Department and not require employees to report to work in the event of inclement weather.

- A. If the Chair of the Board authorizes the same, he/she shall notify a previously announced and posted Radio Station to carry that news by 7:00 a.m.
- B. The Employer will pay employees for the time they were normally scheduled to work.

Section 2. In the event an employee is unable to safely travel to work and calls the Employer, using either personal or vacation time, and subsequently the County offices are closed by the Board of Commissioners, the employee shall not be required to use personal or vacation time after the official time of closing. The Employer will pay the employee for the time they were normally scheduled to work.

ARTICLE 21
LICENSING AND DUES

Costs of State or County licensing fees or membership dues required to qualify in order to carry out employment requirements shall be borne by the employee.

IV
COMPENSATION
A. GENERAL

ARTICLE 22
WAGES

Section 1. The Chart attached hereto as an APPENDIX sets forth the schedule of compensation for the term of this Agreement.

- A. Management shall continue to reserve the right to hire in a new employee at a level higher than the "Start" rate for reasons such as previous work experience, educational degrees, and/or certifications, skill levels, etc.
- B. Wage re-opener for third year of contract, i.e, for October 31, 2011. The Union shall have the right to propose to bargain over wage increases for the third year of the contract notwithstanding any other language to the contrary in this agreement.

Section 2. Experience step increases shall be effective on the anniversary date of the date of hire or the date of promotion or transfer into the classification for full-time employees.

- A. Employees shall progress on experience steps the basis of hours paid.

ARTICLE 23
COMPENSATORY TIME

Section 1. At the request of any employee eligible for overtime and with his/her Department Head's approval, compensatory time may be taken in lieu of cash payment at the rate of one and one-half (1-1/2) hours for each hour of overtime worked.

- A. Notice of this request must be given at the time the aforementioned time is worked.
- B. If this notice of desire to take compensatory time is not noted on the Employee's voucher at the time the hours are worked they will be paid for the time worked on the following pay period as usual.

Section 2. The compensatory time, if approved, can be taken at a mutually agreed upon time. Compensatory time shall not accrue in excess of sixteen (16) hours and shall be used prior to the end of the last pay period in December of each calendar year. Compensatory time not used before the end of the last pay period in December shall automatically be paid in that pay period.

Section 3. The maximum accumulated compensatory time allowed is sixteen (16) hours at any one time.

ARTICLE 24
LONGEVITY PAY

Section 1. The longevity pay plan provides that certain County employees and appointed County officials be granted longevity payments in addition to their salary for their classification.

- A. However, longevity pay only applies to persons hired before January 1, 1984.
- B. Longevity for those who are eligible will be based as follows:
 - (i) Employees who have completed four (4) years service: Two Hundred Forty Dollars (\$240.00).
 - (ii) Employees who have completed eight (8) years service: Three Hundred Sixty Dollars (\$360.00).
 - (iii) Employees who have completed twelve (12) years service: Four Hundred Eighty Dollars (\$480.00).
 - (iv) Employees who have completed sixteen (16) years service: Six Hundred Dollars (\$600.00).
- C. Longevity payments shall be made upon completion of the eligible employee's anniversary year, in addition to regular salary and in addition to any salary increase.

ARTICLE 25
RETIREMENT/PENSION

Section 1. The Employer shall provide the MERS C-2 retirement program (with the B-1 Base) as amended, for regularly employed full-time and part-time employees in the bargaining unit.

Section 2. This program is provided through the Michigan Municipal Employees' Retirement System (MERS) and provides normal retirement benefits for employees at age:

- A. Sixty (60) years with ten (10) or more years credited service with the Employer; or at
- B. Fifty-five (55) with a minimum of fifteen (15) or more years credited service (reduced benefit); or at
- C. Fifty (50) years with a minimum of twenty-five (25) years of credited service (reduced benefit).

Section 3. The Employer shall pay the cost of the above MERS program.

- A. The Employer's cost/contribution shall be capped at the 9.09% (2003 rate), effective March 1, 2004.
- B. The employee shall pay the cost which exceeds the cap by payroll withholding. Effective the first full payroll following ratification by both parties, the Employer's cost/contribution shall be 100% of the 2008, and 2009 cost/contribution requirements.
- C. Effective November 1, 2009, the Employer's cost/contribution shall be capped at the 2009 percentage of total (employer and employee) payroll contribution rate which amount is 10.61% of payroll.
- D. The employee shall pay the cost which exceeds the cap by payroll withholding. Increases over the 2009 contribution will be paid by employees.

Section 4. Employees may assume the cost of hospital-medical insurance at the time of retirement.

B. INSURANCES**ARTICLE 26**
HEALTH INSURANCE**Section 1. Health Plan.**

- A. The County shall provide hospital-medical insurance for each full-time employee and their legal dependents beginning thirty (30) days following the date of hire subject to the conditions and limitations set forth herein.
- B. Effective March 1, 2004, the insurance provided shall be Blue Cross/Blue Shield PPO Option 6 with:
- (i) Prescription Drug Rider (\$10.00/\$20.00 Co-Pay) with three (3) month mail-in rider if available from carrier;
 - (ii) \$10.00 office visit Co-Pay;
- or another carrier which provides a comparable benefit level.
- C. Employee Premium Co-Pay.
- (i) All employees who were actively employed by the Employer on May 23, 1995, shall assume ten percent (10%) of the premium cost by payroll withholding.
 - (ii) All full-time employees who were hired after May 23, 1995, shall assume twenty percent (20%) of the premium cost by payroll withholding.
- D. Family Continuation. At the employee's option and if available from the carrier, riders for dependents over nineteen (19) years of age may be purchased by the employee through payroll withholding.

Section 2.

- A. In the Employer's discretion and consistently with state and Federal laws and rules and regulations, the Employer will offer optional alternative health insurance programs for eligible employees and their legal dependents for so long as the programs remain available.
- B. The Employer's cost of the above Blue-Cross/Blue Shield PPO Option 6 Plan (subject to any caps, maximums or co-pays provided in the collective

bargaining agreement) shall establish the benchmark for all Employer obligations including, but not limited to, the cash payment option paid directly to the employee as taxable income as provided in Section 3.

- C. In the event the premium cost for an optional Health Insurance Program elected by the employee exceeds that of the Employer's obligation under the BCBSM-Option 6 Plan, such differential in premium cost shall be paid by the employee through payroll deduction and the employee shall so authorize in writing.

Section 3. Cash in Lieu of Insurance.

- A. An employee who is eligible for medical/hospitalization insurance via another source and who executes an affidavit to that effect may elect not to enroll in any medical insurance provided by the Employer.
- B. The decision to waive coverage shall be made once per calendar year.
- C. A waiver agreement drafted by the Employer shall be executed by the employee.
- D. In the event the employee elects to forego medical insurance, the Employer shall pay an amount equal to twenty-five percent (25%) of the premium cost of the coverage to which the employee is otherwise eligible at the time of election (full family, two persons, or single subscriber) or Eighteen Hundred Dollars (\$1,800.00), whichever is less, directly to the employee as taxable compensation at the termination of the waived annual coverage period (end of calendar year) which amount shall be subject to pro-ration.
- E. Employees losing medical coverage from another source shall provide sufficient advance notice so that the employee and dependents, where appropriate, can be re-enrolled in the health care plan beginning the first day of the month following the effective loss of coverage.

Section 4. The employee shall have the option, upon termination of employment, of individually assuming the cost of the hospital-medical insurance policy consistent with COBRA.

Section 5. Dental Insurance.

- A. All full-time and regularly scheduled part-time employees covered by this Agreement shall receive Blue Cross/Blue Shield of Michigan dental coverage, or equivalent plan.
- B. The Employer shall be responsible for the full cost of the dental plan.

Section 6. Vision Insurance.

- A. All full-time and regularly scheduled part-time employees covered by this agreement shall participate in the shiawassee county vision plan on the same terms as all other county employees.

Section 7. All employees who are eligible for health insurance coverage under their spouse's Shiawassee County plan shall not be eligible for benefits hereunder, but shall receive in lieu thereof a taxable cash payment equal to twenty-five percent (25%) of the premium cost to which the employee was otherwise entitled or Eighteen Hundred Dollars (\$1,800.00) annually, whichever is less. Said amount will be payable at the end of the waived annual coverage period (calendar year) and shall be pro-rated.

Section 8. Coverage for Laid Off Employees. Health insurance may be continued by an employee laid off by paying the monthly premiums, in advance, to the Shiawassee County Clerk's Office for the period of time required by applicable State or Federal law.

ARTICLE 27
DISABILITY PLAN

Section 1. (Effective February 1, 2004), following an elimination period of forty-five (45) calendar days following the onset of disability, the Employer shall pay:

- A. Seventy percent (70%) of the employee's wage effective rate at the time of onset of disability for a maximum period of time of ninety (90) calendar days (three (3) months) following date of onset of disability; (ninety (90) calendar days less forty-five (45) calendar days elimination period=maximum period of disability payment at seventy percent (70%) of wage on date of disability.
- B. In the event the disability continues following ninety (90) calendar days, thereafter, a disability payment equal to sixty percent (60%) of the employee's wage rate at the time of disability will be paid for the balance of a total disability period from the date of onset of disability to a maximum of three (3) years or for so long as the employee is totally disabled, whichever is less.

Section 2. The County and/or an insurance carrier may require proof of disability to the Employer's or carrier's satisfaction and definition and/or may require the employee to participate in an independent medical evaluation to be paid by the Employer.

Section 3. The Employer shall continue to pay the Employer contribution of the employee's health, dental and life insurance premiums during the above defined period of disability benefit payment (maximum three (3) year disability period).

Section 4. The Employer's intent is to provide a disability plan identical in content, coverage, and benefit level to the disability plan in place by the County. Commercial carriers are subject to change by unilateral action of the Employer. The provisions of the above sections are intended to reflect the County's plan, and to the extent it differs, the County's terms of coverage of the plan shall control.

ARTICLE 28
LIFE INSURANCE

Section 1. The Employer shall maintain during the term of this agreement, term life insurance for regular full-time and part-time non-probationary employees in the amount of Twenty-Five Thousand Dollars (\$25,000.00), and Twenty-Five Thousand Dollars (\$25,000.00) accidental death and dismemberment insurance.

A. The insurance coverages are subject to and contingent upon the terms negotiated with the carrier.

Section 2. The County reserves the right to substitute carriers providing comparable coverages.

ARTICLE 29
WORKERS' COMPENSATION

Section 1. Employees are covered by the State of Michigan Workers' Compensation Statute.

- A. Each employee shall report any on-the-job injury to the Department Head immediately, if possible, and under no circumstances later than the end of the same day in which the injury occurred.
- B. Written notification of such an injury will be given to the Board of Commissioners the same day by the Department Head.

Section 2. In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Workers' Compensation law, accrued sick leave may be utilized to maintain the difference between the workers' compensation payment and the employee's net regular salary or wage.

- A. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Workers' Compensation law, if any.
- B. Sick leave does not accrue while an employee is receiving Workers' Compensation.

C. PAID LEAVE TIME**ARTICLE 30**
VACATION LEAVE**Section 1. Accrual Schedule.**

After completion of one (1) year (minimum two thousand eighty (2,080) hours), full-time non-probationary employees shall be entitled to ten (10) days paid vacation.

After completion of three (3) years, full-time employees shall be entitled to eleven (11) days paid vacation upon their Anniversary Date.

After completion of four (4) years, full-time employees shall be entitled to twelve (12) days paid vacation upon their Anniversary Date.

After completion of five (5) years, full-time employees shall be entitled to thirteen (13) days paid vacation upon their Anniversary Date.

After completion of six (6) years, full-time employees shall be entitled to fourteen (14) days paid vacation upon their Anniversary Date.

After completion of seven (7) years, full-time employees shall be entitled to fifteen (15) days paid vacation upon their Anniversary Date.

After completion of eight (8) years, full-time employees shall be entitled to sixteen (16) days paid vacation upon their Anniversary Date, and so on until twenty (20) days vacation is earned following completion of twelve (12) years, beyond which level no additional days may be earned.

Section 2. Full-time non-probationary employees shall be eligible to use accrued paid vacation days after one (1) year of service is completed. (No paid vacation may be used in the first year of employment). At the discretion of the Director, time off may be permitted to be taken by the employee during the first year of employment, however, no wages or benefits shall be earned or accrued during the leave.

Section 3. Employees shall not accrue vacation leave while on leave of absence without pay.

Section 4. Vacation may not be used before it is earned.

Section 5. Regular part-time employees who work at least twenty (20) hours per week shall accrue vacation days proportional to the amount of time actually worked.

Section 6. Holidays falling within a vacation period shall not be counted as a vacation day, but shall be a paid holiday.

Section 7. In the event an employee has reason to use Funeral Leave during a period of approved Vacation Leave and such leave is documented to the Department Head's satisfaction, such time may be considered as Funeral Leave use instead of Vacation Leave and will not be deducted from the employee's Vacation Leave.

Section 8. In the event an employee has reason to use Sick Leave during a period of approved Vacation Leave, and if such Sick Leave is for the illness of the employee and is documented by a physician's written statement to the Department Head's satisfaction, such time may be deducted from the employee's Sick Leave accumulation instead of from the employee's Vacation Leave.

Section 9. Vacation Scheduling. An employee may use vacation only with the prior approval of the Department Head. All vacation requests shall be submitted to and must be approved by the Department Head as to the dates requested and the length of vacation considering the efficient operation of the Department and wishes of the employee.

Requests for vacation of five (5) days or longer shall be made to the Department Head at least twenty (20) working days prior to the beginning of the requested vacation. The Department Head shall approve or deny the request within five (5) working days.

The Department Head may grant vacations at his discretion, considering the employee's wishes and efficient operation of the Department.

A vacation may not be waived by an employee and extra pay received for work during that period, except in extraordinary cases and as approved by the Board of Commissioners.

Section 10. Vacation Carry Over. An employee may carry over on the subsequent next anniversary date from the anniversary date on which the vacation time is credited a maximum of fifteen (15) days vacation. Vacation carried over shall be used no later than two (2) years from the anniversary date on which the vacation time is credited. The Department Head may assign a vacation period to employees whenever

necessary to insure there shall be no excess vacation time at the conclusion of the employee's next anniversary date.

Section 11. Upon termination of employment, accrued vacation will be prorated for time worked and paid accordingly.

ARTICLE 31
HOLIDAYS

Section 1. Holiday Schedule. Full-time non-probationary employees shall receive eight (8) hours pay and regularly scheduled part-time employees shall receive seven (7) hours of pay or the number of hours the employee was scheduled to work in the event the employee was regularly scheduled to work on one of the following holidays at their straight time regular rate of pay, exclusive of all premiums, for each of the following recognized holidays:

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

Section 2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A. An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- B. The employee must not be on a leave of absence, including Workers' Compensation, layoff, or disciplinary suspension in order to receive holiday pay.
- C. No employee will be eligible for holiday pay prior to his/her completion of the probationary period.
- D. An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

Section 3. The Department Head may require employees to work on paid holidays, and in that event the holiday pay rate shall be time-and-one-half the regular rate of pay for hours worked.

ARTICLE 32
PERSONAL LEAVE DAYS

Section 1. Personal Days for Personal Business or Emergencies.

- A. Each full-time and part-time non-probationary employee, after completion of at least one (1) year of employment by December 31 of any year and subject to the below, shall be allowed to use four (4) days in the subsequent calendar year (with pay) for emergencies or for personal business.
- B. Employees with lesser tenure shall be credited pro-rata.
- C. These days must be taken in minimum one (1) hour increments and require at least twenty-four (24) hours notice, if possible, to the employee's Department Head.
- D. Personal days will not accumulate if not taken within one (1) calendar year of being earned and are not reimbursable on termination.

ARTICLE 33
SICK LEAVE/PAID LEAVE

Section 1. Each regular employee shall earn one (1) sick day per month of compensated time, or twelve (12) sick days per year of compensated time based on two thousand eighty (2080) hours, to be used for paid health leave.

Section 2. Sick leave may accumulate if not used or donated, but the total accumulation shall not exceed thirty (30) working days at any one time.

Section 3. In the event an employee with thirty (30) days of accumulated sick leave accrues additional leave, the leave earned above and beyond thirty (30) day accumulation shall be cashed out at the rate of fifty percent (50%).

Section 4. Sick leave shall be earned by part-time employees proportionately to the amount of time (hours) employed or worked on the job.

Section 5. Probationary employees shall earn and accrue sick time but shall not be able to use such time until successful completion of probation.

Section 6. No sick leave shall accrue during unpaid leaves of absence including during unpaid family and/or medical leaves of absence.

Section 7. Accrued sick time may be donated to other bargaining unit members with the approval of the Health Officer.

Section 8. The County shall pay off fifty percent (50%) of the accumulated sick leave of employees up to a maximum of thirty (30) days in the event of voluntary termination or retirement. For example, if any employee had the maximum accumulation of 30 days, the County will pay off fifteen (15) days. Such sick leave payoff shall be at the salary rate in place at the time of termination.

Section 9. Employees must notify their Department Head or his/her agent at the earliest opportunity when they will be off work because of illness. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known. The Employer may require a doctor's certificate as to the time that it is likely the employee will have to be absent because of the physical condition.

Section 10. In case of a work-incapacitating injury or illness for which an employee is receiving payments under the Michigan Workers' Compensation Law, accrued sick leave may be utilized to maintain the difference between the workers' compensation payment and the employee's net regular salary or wage. Upon exhaustion of his/her sick leave, the employee shall draw only those benefits allowable under the Workers' Compensation Law, if any. Sick leave shall not accrue while an employee is receiving Workers' Compensation.

Section 11. After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and longevity. Sick leave shall not accrue when an employee is off work on sick leave.

Section 12. Abuse of sick leave is cause for dismissal and shall be defined by the Employer.

Section 13. Sick leave time shall be used only in the event of the illness or injury of the employee, the employee's spouse, the employee's child, the employee's parent, step-parent or parent-in-law; or doctor and dental appointments as provided in Section 16 below.

Section 14. If terminated by the Employer, no accrued sick leave benefit will be paid to the employee.

Section 15. Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.

Section 16. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of sick leave credit, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

Section 17. All sick leave used shall be verified by the employee with evidence as his/her Department Head may require which could include a doctor's verification where abuse of sick time is suspected based on facts. Falsification of such evidence shall be cause for disciplinary action, including discharge. Until the required documentation is provided, all absences will be considered lost time and the employee's pay will be reduced accordingly.

Section 18. A Department Head may require that an employee present medical certification of his/her physical or mental fitness to continue working.

Section 19. Physical and Mental Examination. 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 the employee demonstrates evidence that he/she is having difficulty in performing his/her duties, or (2) on return from sick leave. 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 at his/her expense. If the dispute continues, 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 may terminate the employment of the employee.

Section 20. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.

ARTICLE 34
FUNERAL LEAVE

Section 1. Non-probationary employees shall be allowed:

- A. Up to five (5) working days absence from work with pay, at the discretion of the Department Head, as Funeral Leave, to be used for a death in the immediate family. This leave shall not be deducted from Sick Leave. Immediate family is defined as: spouse, child, child-in-law, mother, father, step-child, parent-in-law, step-parent.
- B.
 - (i) Up to three (3) working days shall be allowed for the funeral of a sister, brother, grandparent or grandchild.
 - (ii) Up to three (3) working days shall be allowed for the funeral of a sister-in-law or brother-in-law.
 - (iii) Up to one (1) working day shall be allowed for grandparents-in-law, aunts, uncles, and first cousins.
 - (iv) Up to one (1) working day may be allowed for other family members at the discretion of the Department Head.

Section 2. An employee selected as a pallbearer for the funeral of a County employee may be allowed up to one-half ($\frac{1}{2}$) day Funeral Leave, with the approval of the Department Head. This leave will not be deducted from Sick Leave.

Section 3. With verification, up to three (3) days of Funeral Leave may be granted by the Department Head in addition to the other provisions of this section, in cases which require extended travel.

ARTICLE 35
JURY DUTY; COURT APPEARANCE

Section 1. Jury Duty. Full-time and part-time employees who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. An employee shall return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one-half ($\frac{1}{2}$) hour remaining of scheduled work where Shiawassee is the county of residence, and one (1) hour otherwise. Employees shall submit evidence of attendance at jury duty upon request.

Section 2. Subpoena for Other than Work.

- A. Leave time shall be approved for employees whose absence results from a subpoena for the employee to appear before a court or state or federal agency.
- B. The employee subject of the subpoena shall provide the Employer with a copy of the subpoena immediately following service.
- C. The employee subject of the subpoena shall have the option of using accrued paid time or taking unpaid leave for the absence.
- D. The subject of the subpoena shall not be subject to the Employer's Absenteeism Policy for such absence except where the employee commits fraud.

ARTICLE 36
MILITARY RESERVE TRAINING

A full-time non-probationary employee with reserve status in the Armed Forces of the United States or membership in the Michigan National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall furnish to the Employer, in writing, a statement of the total amount of Government-base paid wage received for this service during this period. If such Government wage does not equal the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed ten (10) working days in any one (1) calendar year. The employee shall notify the Employer as soon as possible when called upon to report for training.

D. UNPAID LEAVE TIME**ARTICLE 37**
UNPAID LEAVE OF ABSENCE**Section 1. Discretionary Leave.**

- A. An employee in the bargaining unit may be allowed a leave of absence up to ninety (90) calendar days without pay and without loss of his/her employment status within the sole discretion and upon approval of his/her Department Head. Such leaves may be extended by action of the Board of Commissioners in increments of ninety (90) calendar days by written request of the employee, up to a maximum total leave of one (1) year.
- B. An employee granted leave of absence without pay shall be restored to his/her position on the expiration of the approved leave, or sooner if approved by his/her Department Head.
- C. An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, sick leave, health insurance, holidays and retirement. Employees wishing to continue health insurance during an unpaid leave may do so by paying the premiums to the Shiawassee County Clerk's Office.

Section 2. Unpaid Leave for Family and/or Medical Purposes.**General**

- A. A regular employee who has completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the twelve (12) month period preceding the leave date shall be granted an unpaid personal leave of absence for a period not to exceed a total of twelve (12) weeks within any twelve (12) month period. All requests to use FMLA Leave must be in writing, must set forth the reason for the request and must set forth the expected duration of the leave. All requests must be responded to in writing by the Health Officer. The FMLA application will be approved where the employee is otherwise eligible and the leave is for one of the following:

1. A serious health condition that makes the employee unable to perform the functions of his/her position;
2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition;
3. Because of the placement of a child with the employee for adoption or foster care and in order to care for such child; or
4. Because of the birth of a child of the employee and in order to care for such child.
5. Military Caregiver Leave: A covered employer must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. A serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade, rank, or rating. The "single 12-month period" for leave to care for a covered service member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12 month period established by the employer for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

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6. Qualifying Exigency Leave: A covered employer must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by the employer for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the National Guard or Reserves; it does not extend to family members of military members in the Regular Armed Forces

Leaves under the Family and Medical Leave Act run concurrently with other related leaves as provided by law. Employees will be placed on FMLA if the leave fits one of the six eligible situations listed above and the other requirements are satisfied.

- B. The Employer may require employees to exhaust all accrued paid leave prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent or for qualifying exigency leave. The aggregate number of work weeks of leave to which both may be entitled may be limited to twenty six (26) workweeks in a "single 12-month period" if the leave is to care for a covered service member with a serious injury or illness.
- D. Leave due to the birth of a child or placement of a child with the employee may not be taken intermittently or on a reduced leave schedule unless the Employer agrees to such an arrangement.

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- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent, covered service member or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary. FMLA leave may also be taken intermittently for qualifying exigency arising out of the active duty status or call to active duty of a covered military member.
- F. It is the intent of the Employer and Union that this agreement fully comply with the requirements of the Family and Medical Leave Act of 1993 as amended. Complaints may be filed with the Secretary of Labor by contacting the nearest office of the Wage and Hour Division of the Employment Standards Administration, U.S. Department of Labor. The address/telephone number for local offices may usually be found in the telephone directory listings for government offices under U.S. Government Labor. The complaint may be filed in person, by letter or by telephone however, the complaint must be reduced to writing.
1. Continuation of Benefits. An employee on an unpaid FMLA shall not accrue benefits which includes when an employee is drawing sick and accident insurance payments. The only exception to this policy is that the Employer shall continue to pay health insurance premiums for eligible employees employed for at least one (1) year and who have at least 1250 hours of service in the past year (12) months, for up to twelve (12) weeks while the employee is on approved leave of absence under conditions (1), (2), (3), (4) or (6) and up to twenty six (26) weeks under condition (5) listed in Section 19.3.a. above. This twelve (12) week period shall include any time in which the employee was continuously absent from work on a paid leave of absence, sick time (except under conditions (3) or (4) listed in Section 19.3.a. above), vacation time, or approved personal leaves of absence under this Section, and the Employer shall have no obligation to pay health care premiums for the employee on unpaid personal leave for any

time period after twelve (12) weeks from and after the employee's initial absence from work. Employees may continue insurance coverages at their own expense during approved, unpaid leaves of absence. An employee will not accumulate sick leave or vacation time, nor be paid for holidays which may fall during the leave period.

2. Reinstatement After Leave. When a leave of absence under conditions (1), (2), (3), (4) and (6) of Section 19.3.a. is granted for more than twelve (12) weeks or a leave of absence under condition (5) of Section 19.3.a. is granted for more than twenty six (26) weeks, or for more than thirty (30) calendar days for any other reason, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.
3. Notice. For leave taken due to the birth of a child or the placement of the child with the employee, and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) calendar days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) calendar days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition, Military Caregiver Leave or Qualifying Exigency Leave and the leave is foreseeable, the employee:

- a. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider and;

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- b. Shall provide the Employer with not less than thirty (30) calendar days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) calendar days the employee shall provide such notice as is practicable.
4. Certification for medical leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:
- a. The date on which the serious health condition commenced;
 - b. The probable duration of the condition;
 - c. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
 - d. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
 - e. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
 - f. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment the dates on which the treatment is expected to be given and the duration of the treatment;
 - g. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a

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- reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
- h. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse, or parent, a statement that the employee's intermittent leave or leave on a reduced leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule.
5. Certification for military family leave. For leave taken under the military family leave the employer may require that:
- a. Leave for a qualifying exigency be supported by a copy of the covered military member's active duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party.
- b. Leave to care for a covered service member with a serious injury or illness be supported by a certification completed by an authorized health care provider or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member's family.
6. Second opinion. In any case where the Employer has reason to doubt the validity of the certification for leaves outlined in #4 above, the Employer may require, at the Employer's expense, if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

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7. Resolution of conflicting opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer, if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both Employer and employee.
 8. Subsequent recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis.

Section 3. Unpaid leaves of absence are to be used for the purpose intended, and employees shall make their intent known when applying for an unpaid leave of absence. Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment or working for another employer without prior approval while on leave of absence may result in immediate termination of employment.

IV**GENERAL****ARTICLE 38**
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 39
HEADINGS

The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

ARTICLE 40
GENDER CLAUSE

Whenever the masculine is used in this Agreement, it shall also mean the feminine, and vice versa.

ARTICLE 41
SAFETY COMMITTEE

Section 1. The Employer and the Union agree to establish and maintain a safety committee which shall consist of two (2) representatives of management and one (1) representative from each of the SEIU technical-clerical and nurses bargaining units along with a business agent of the SEIU.

Section 2. The committee shall meet on average once every three months or on an emergency basis but no more than a total of four times per year.

Section 3. The committee shall make tours of the Health Department's facilities and make recommendation to the Health Officer and to the Board of Health concerning the safety and health of the SEIU employees of the Health Department.

ARTICLE 42
TERM OF THIS AGREEMENT

Section 1. This Agreement shall become effective immediately upon execution, and it shall continue in full force and effect until 12:00 a.m. on the 31st day of October, 2012.

Section 2. Upon the 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.

IN WITNESS WHEREOF, the parties have set their hands this 21st day of March, 2010.

**SERVICE EMPLOYEES
INTERNATIONAL UNION,
HEALTHCARE, MICHIGAN**

**SHIAWASSEE COUNTY BOARD
OF COMMISSIONERS**

By: Marge Faville
Marge Faville, RN
Its: President

By: Henrietta Sparkes
Henrietta Sparkes
Its: Chairperson
Jon Michael FUSA

By: Debra Cole
Debra Cole
Its: Bargaining Committee
Representative

By: George J. Pichette
George J. Pichette
Shiawassee County Health Officer

By: Melissa Payne
Melissa Payne
Its: Bargaining Committee
Representative

APPENDIX**WAGES**

Level	
03	Secretary I
04	Non-Certified Technicians
05	Secretary II and Certified Technicians
06	Accounts Processor

Effective the First Full Pay Period
Following November 1, 2009

Level	Start	6 months	1 Year	2 Year	3 Year	4 Year
03	20,966.02	22,069.28	23,231.71	24,454.56	25,741.72	
04	22,100.15	23,263.85	24,486.72	25,776.42	27,133.00	
05	22,950.11	24,157.53	25,429.25	26,767.84	28,177.14	
06	25,257.48	26,097.11	27,162.94	28,142.69	29,606.32	31,145.14

Effective the First Full Pay Period
Following November 1, 2010 Through October 31, 2011*

Level	Start	6 months	1 Year	2 Year	3 Year	4 Year
03	20,966.02	22,069.28	23,231.71	24,454.56	25,741.72	
04	22,100.15	23,263.85	24,486.72	25,776.42	27,133.00	
05	22,950.11	24,157.53	25,429.25	26,767.84	28,177.14	
06	25,257.48	26,097.11	27,162.94	28,142.69	29,606.32	31,145.14

* November 1, 2011 - wage re-opener for the balance of the Contract.

**AMENDMENT AGREEMENT
BETWEEN
COUNTY OF SHIAWASSEE
BOARD OF COMMISSIONERS
AND
S.E.I.U. HEALTH CARE
SHIAWASSEE COUNTY HEALTH DEPARTMENT
TECHNICAL/CLERICAL BARGAINING UNIT**

WHEREAS, the Employer and the Union have entered a collective bargaining agreement with a term running from November 1, 2006, through October 31, 2009; and

WHEREAS, the Employer and the Union are currently negotiating a successor agreement; and

WHEREAS, the parties recognize the budget pressure which exists for the 2010 budget year; and

WHEREAS, the parties negotiated an Amendment Agreement for certain furlough days and furlough hours which provided for a pro rata distribution of the annual total of all unpaid hours across all payroll periods throughout 2010, which Agreement was **not** ratified by the Union; and

WHEREAS, the parties desire to execute an Amendment Agreement which (1) although providing for the same furlough hours and furlough days, provides that the corresponding loss of pay for the furlough days and hours will be recognized in the payroll period in which the furlough day occurs and (2) that any hours for which an employee worked and was unpaid pursuant to the furlough agreement which was not ratified shall payable to the employees; and

WHEREAS, the parties are agreeable to amending the collective bargaining agreement to implement the changes which would result in significant savings for the 2010 budget year.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

Personal Health

1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. Employees in the above bargaining unit will take six (6) additional unpaid furlough days on May 28, July 2, September 3, December 27, December 28, and December 29, 2010.

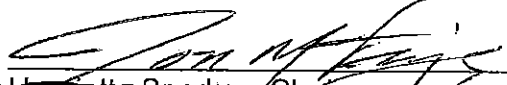
3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
4. The agreement between the Employer and the Union includes that the reduction in pay for furlough hours and furlough days shall be effective in the payroll for the payroll period in which the furlough hours and furlough days occur.
5. Unpaid hours accrued between January 2010 and the date of this Letter of Understanding which accrued pursuant to the Letter of Understanding which failed to be ratified by the membership shall be paid to the employee no later than July 30, 2010. The hours not worked on a furlough day shall be reflected only in the payroll in which the unpaid day occurs.
6. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

Administration

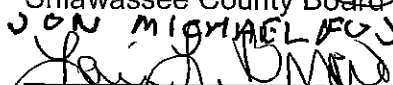
1. Employees in the above bargaining unit will take one (1) unpaid furlough hour at the end of the last work day falling in each work week beginning on Monday, January 4, 2010.
2. Employees in the above bargaining unit will take six (6) unpaid furlough days on December 27, December 28, and December 29, 2010 and three additional dates to be determined by the Health Officer.
3. The above unpaid furlough hours and furlough days will not affect accrual of any fringe benefits. Rather, fringe benefits will accrue as though the unpaid furlough hours had been worked and compensated.
4. The agreement between the Employer and the Union that the provisions of this Amendment Agreement shall be effective from and after January 1, 2010, through December 31, 2010.

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

S.E.I.U HEALTH DEPARTMENT TECHNICAL/CLERICAL BARGAINING UNIT


Harrietta Sparkes, Chairperson
Shiawassee County Board of Commissioners


Date 5/12/11


Lauri Braid, County Clerk

Date 5-12-11


George J. Pichette
Shiawassee County Health Officer

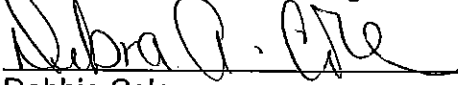
Date _____


Marge Faville, R.N., President
S.E.I.U. HEALTHCARE MICHIGAN


Date 3-21-11

Cherise Mancini
S.E.I.U. Healthcare Michigan

Date _____


Debbie Cole
Local S.E.I.U. Negotiator

Date 2-24-11


Melissa Payne
Local S.E.I.U. Negotiator

Date 2/24/11