

ORIGINAL FOR SIGNATURE
June 23, 2021

AGREEMENT

By and Between

**THE NEWAYGO COUNTY BOARD OF COMMISSIONERS
AND THE NEWAYGO COUNTY DRAIN COMMISSIONER,
TREASURER, CLERK, PROSECUTING ATTORNEY
AND REGISTER OF DEEDS**

and

TEAMSTERS LOCAL 214

Effective October 1, 2021 through September 30, 2024

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ARTICLE 1
INTRODUCTION

1.1 Agreement

This agreement, made and entered into this 23rd day of June 23, 2021 and shall be effective as of October 1, 2021, except as otherwise stated herein, by and between the Newaygo County Board of Commissioners, hereinafter referred to as the "Board" and the Newaygo County Drain Commissioner, Treasurer, Clerk, Prosecuting Attorney and Register of Deeds, hereinafter referred to as "Elected Officials, "and sometimes referred to together as "Employer," and the Teamsters Local 214, hereinafter referred to as the "Union."

1.2 Preface

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein the basic agreement between the parties concerning rates of pay, wages, hours of employment and other conditions of employment.

The Board, Elected Officials and the Union recognize their legal responsibilities under Federal, State and Local laws relating to fair employment practices.

The Board, Elected Officials and the Union shall not discriminate because of race, religion, creed, color, national origin, age, sex, or marital status as required by law.

1.3 Role and Relationship of Board and Elected Officials

The Board and the Elected Officials each retain and reserve to themselves individually, without limitations, all the powers, rights, authorities and duties conferred upon them by the constitution and the laws of the State of Michigan.

Nothing in this Agreement shall be taken as a dilution of the powers conferred by law upon the Board and/or the Elected Officials and their relationship to each other.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 Management will not discriminate against any employee because of their membership in the Union.

2.2 Rules of conduct consistent with the specific terms of this contract in effect at the date of this Agreement may be continued by the Employer. The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. New rules shall be reasonable and shall relate to the proper performance of an employee's duties and shall not be

applied in a discriminating manner. A Union representative shall be notified of any new or modified rule prior to its effective date, unless conditions warrant immediate implementation.

If there is concern regarding the reasonableness of the new rule or rule change, the Union representative may request a special conference between the Union, Elected Official/Department Head or their representative and the County Administrator to discuss the new rule. If the Union believes that the new or changed rule violates the contract after the special conference, it shall file a grievance at that time as provided in the grievance procedure. All rules enacted after the effective date of this contract shall be subject to the grievance procedure. If a new work rule is grieved, the issue before the arbitrator shall be whether said rule is reasonable and related to the proper performance of the employee's duties and/or applied in a non-discriminatory manner.

2.3 The Employer shall furnish each Elected Official/Department Head with a copy of this contract, which shall be available at all times to all employees.

2.4 Each Department shall notify the Union Steward or, if unavailable, a member of the Bargaining Unit Committee, of all new employees.

2.5 **Operation**

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.

2.6 **Retention of Right**

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, schedules, layoffs, etc. 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.

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

2.8 The Employer and Union are required to meet at reasonable times to bargain in good faith on matters pertaining to wages, hours, or other conditions of employment, or the negotiation of an agreement, or any question arising under an agreement, and must sign a written agreement if requested. The obligation does not require the Union or the Employer to agree to a proposal by the other party or make a concession to the other party, but it does require bargaining with an open mind in an attempt to reach agreement. 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 not referred to or not covered in this Agreement.

ARTICLE 3 **MANAGEMENT SECURITY**

- 3.1** The parties to this Agreement mutually recognize that the services performed by employees covered by this Agreement are services essential to the public health, safety and welfare. The Union, therefore, agrees that there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employer's premises. The Union further agrees that there shall be no strikes, sit-downs, stay-ins, stoppages of work or any acts that interfere in any manner or to any degree with services of the Employer.

ARTICLE 4 **RECOGNITION, AGENCY SHOP AND DUES**

- 4.1** The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Schedule "A-1". The attached Schedule "A-2" will settle the Unit Clarification Petition, MERC #UC98 H-35, with prejudice.
- 4.2** 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 in respect to rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described in said Schedule "A". In addition, Maintenance employees of the Parks Department are accreted to the bargaining unit, but excluding all Parks Department Supervisors, seasonal, temporary, casual, Parks Department Michigan Youth Corps and all other employees of the Parks Department. Accreted Parks Department Maintenance employees shall not have any retroactive application of this Agreement except as expressly stated for employees on the wage scale.
- 4.3** Membership in the Union is not compulsory. Regular employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards such matters.
- 4.4** Upon voluntary authorization by the employee, the Employer agrees to deduct Union dues or Union representation fees to become effective the first payday of the month following the employee's successful completion of thirty-one (31) days of employment.

4.5 The Employer agrees to deduct from the salary of each individual employee in the bargaining unit who voluntarily becomes a member the Union's dues, or representation fee if not a member, subject to all of the following conditions:

A) The Union shall obtain from each of its members a completed Check-Off Authorization Form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B) All Check-Off Authorization Forms shall be filed with the Employer, who may return an incomplete or incorrectly completed form to the Union's Treasurer and no check-off shall be made until such deficiency is corrected.

C) All employees covered under this Agreement who voluntarily choose membership in the Union shall have deducted from their wages a representation fee upon receipt by the Employer of a signed written card. Said sum shall accurately represent the amount for said employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D) The Employer shall only check-off obligations which come due at the time of check-off, and will make check-off deduction only if the employee has enough pay due to cover such obligation.

E) The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within thirty (30) calendar days after a remittance is transmitted, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

F) The Union shall provide at least thirty (30) days' written notice to the Employer of the amount of Union dues and/or representation fee to be deducted from the wages of employees in accordance with this Article. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

4.6 The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

ARTICLE 5 **BARGAINING COMMITTEE**

5.1 The bargaining committee of the Union will include not more than five (5) representatives. These representatives shall be composed of three (3) members of the Union and two (2) non-bargaining unit members. The Union will furnish the Employer with a written list of the Union bargaining committee, prior to the first bargaining meeting and substitute changes thereto, if necessary.

ARTICLE 6
SPECIAL MEETINGS

- 6.1** The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement upon the written request of either party. The written request shall be made in advance and shall include an agenda stating the nature of the matters to be discussed and the reasons for requesting the meeting. 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 collective bargaining negotiations, nor to in any way modify, add to, or detract from the provisions of this Agreement. Special meetings shall be held within ten (10) calendar days of receipt of the written request and shall be held between 8:00 a.m., and 5:00 p.m., at a time and a place which is mutually agreeable to the parties. Each party shall be represented by not more than four (4) persons at special meetings.
- 6.2** The Union representatives may meet at a place designated by the Employer, on the Employer's property, for a period not to exceed one-half (½) hour immediately preceding a meeting for which a written request has been made.
- 6.3** Employee representatives of the Union at special meetings will be paid by the Employer for time spent in special meeting, but only for the straight time hours they would have worked on their regular work schedule.

ARTICLE 7
PROBATIONARY PERIOD

- 7.1** All employees shall be considered probationary employees until the employee has completed six (6) continuous full time months of Employer compensated work. Probationary period for part time employees shall be pro-rated to the equivalent of 520 hours of Employer compensated work. The Elected Official/Department Head has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon agreement with the affected employee and Union representative prior to the extension of any probationary period. It is agreed between the parties that, after agreement as noted above, any extension of the probationary period shall not be subject to the grievance procedure. 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. The probationary employee can be terminated for any reason or for no reason by the Elected Official/Department Head. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of their last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, their probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE 8
DISCHARGE AND DISCIPLINE

8.1 Discharge Notice

The Employer agrees, upon the discharge or suspension of a non-probationary employee, to notify in writing the employee and their steward of the discharge or suspension. Said written notice shall contain the reasons for the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to the grievance procedure.

8.2 For all non-probationary employees, discipline shall be for just cause.

8.3 A non-probationary employee shall have the right to have their Union Steward, or alternate Steward, present during a disciplinary conference, upon request of the employee.

ARTICLE 9
GRIEVANCE PROCEDURE

9.1 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) work days after the occurrence of the circumstances giving rise to the grievance, or five (5) work days from the date when the employee should reasonably have known of the occurrence. Any claims not conforming to the provision of this definition shall be automatically defined as not constituting a valid grievance.

9.2 Time Limitation

The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure. The grievance may be withdrawn at any step of the procedure. Grievances so withdrawn shall not be reinstated.

9.3 Procedure for Grievances

A) Grievances shall be processed in the following manner within the stated time limits.

B) Step 1 The Union shall present the grievance in writing to the employee's Elected Official/Department Head or their designated representative and a copy to the County Administrator within five (5) work days after the occurrence of the circumstances giving rise to the grievance, or five (5) work days from the date when the employee should reasonably have known of the occurrence.

- C) The Elected Official/Department Head or their representative, if available, shall have five (5) work days to answer.
- D) Step 2 If the Union is not satisfied with the answer of the Elected Official/Department Head, it may appeal to the County Administrator within ten (10) work days of receipt of the Elected Official/Department Head's answer. Said appeal shall be filed in writing and a copy also filed with the Elected Official/Department Head. A meeting shall then be held within twenty-one (21) work days of said appeal between the County Administrator, the Elected Official/Department Head, the employee, and a representative of the Union. The Employer and the Union may have outside representatives present if desired. Such outside representation shall be limited to the Teamsters' attorney and/or Business Representative, and the County attorney and two (2) Commissioners. The County Administrator shall then answer the grievance in writing within ten (10) work days of the appeal meeting.
- E) Step 3 If the Union is not satisfied with the answer of the County Administrator, it may appeal the grievance to arbitration by notifying the Elected Official/Department Head and County Administrator of their desire to arbitrate within thirty (30) calendar days of receipt of the answer of the County Administrator. If the parties cannot agree upon an arbitrator they shall select one through the Federal Mediation and Conciliation Service (FMCS). The parties shall use the selection procedure specified in Section 4. Arbitration. The decision of the arbitrator shall be final and binding upon all parties.
- F) The fees and expenses of the Arbitrator and FMCS shall be shared equally by the Employer and the Union.
- G) The County Administrator does not have the authority to alter the decision of the Elected Officials on a disciplinary matter. If there is disagreement between the Elected Officials and County Administrator on an answer to a grievance on an employee disciplinary matter, the answer of the Elected Officials shall prevail. The decision of the Elected Officials may be appealed by the Union to arbitration as provided hereunder.

9.4 Arbitration

- A) In accordance with the procedures of FMCS, the Union may file a demand for arbitration as specified above within thirty (30) calendar days after receiving the Employer's answer.
- B) 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.

- C) The arbitrator's decision shall be final and binding on the Employer, Union and employees; provided, however, that this shall not prohibit a challenge to the arbitration decision in a court of competent jurisdiction, if it is alleged that the arbitrator has exceeded their jurisdiction, or that such decision was obtained through fraud or other unlawful action.
- D) Either party may, at its own expense, employ the services of a certified court reporter for the purposes of preserving the proceedings at the hearing.

9.5 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. The above does not apply to unfair labor practice charges.

ARTICLE 10
HOURS AND RATES OF PAY

- 10.1** Full-time employees shall be paid an hourly rate based on a thirty seven and one half (37.5) hour or forty (40) hour work week, as determined by the Board of Commissioners. Commencing January 1, 1993, or thereafter, the Board of Commissioners, within its discretion, shall be able to switch back and forth work week lengths, upon thirty (30) days' prior written notice to the Union provided however, it shall not switch from forty (40) hours to thirty seven and one-half (37.5) hours or vice versa more than once every twelve (12) months. The Board of Commissioners may also determine different hours of work which could include different hours of work on different days of the week. EXAMPLE: Certain hours 4 days per week and different hours 1 day per week, etc.
- 10.2** Any reduction from the current one (1) hour unpaid lunch period for full-time employees must be mutually agreed to by the parties in writing.
- 10.3** The Employer reserves the right to employ eleven (11) part-time employees within the bargaining unit. However, notwithstanding the above, the eleven part-time employee limitation does not apply to the Commission on Aging. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. An employee hired on or before 12/31/18 who has been reduced from full-time status and who accepts that part-time employment shall have their health insurance continued by the Employer, but shall be required to pay twenty-five percent (25%) of the current year's premium above what a full-time employee pays. All other benefits such as vacation, PTO and longevity shall be prorated based upon the number of hours worked by that part-time employee.

Part-time employees hired on or before 12/31/18 are entitled to health benefits and are responsible for twenty-five percent (25%) above what a full-time employee pays. Employees hired on or after 1/1/19 shall not receive health benefits for any time classified as part-time.

The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees. The Employer will not layoff a full-time employee and replace that position with two part-time employees. Excluding the Commission on Aging Department, the Employer will notify the Union representative of the name and assigned department of newly-hired part-time employees.

In the event of the creation of a part-time position, employees on lay off, by seniority, who have not lost their seniority rights as provided in Article 29, Section 2, who have the necessary skills and qualifications shall be offered the part-time position but only if a full-time employee elects to be laid off in lieu of being reduced to part-time as noted above.

This section does not apply to employees working in the Parks Department. See Section 8 below pertaining to Parks Department Maintenance employees.

10.4 Employees shall be paid on a bi-weekly basis, on Friday by 12:00. If the payday (Friday) falls on a holiday, the paycheck will be distributed on Thursday.

10.5 All overtime, whether payment or compensatory time, shall be at the rate of time and one-half (1 ½). Overtime pay shall be paid on the next regularly scheduled pay period. Overtime is defined as time worked over forty (40) hours in a week. (This excludes vacation and sick leave and other paid time off.)

10.6 Overtime shall be authorized by the Elected Official/Department Head at the time the employee is requested to perform the overtime service and shall be on a form furnished by the Employer and signed by the employee's immediate supervisor.

10.7 **Compensatory Time**

At the request of any employee eligible for overtime and with their Elected Official/Department Head's approval before the time is worked, compensatory time may be taken in lieu of cash payment at the rate of time and one-half (1 ½) hours for each hour of overtime worked. All accumulated compensatory time must be reported to payroll in the pay period it occurred in order to be valid. Compensatory time is not permissible if the employee worked forty (40) hours or less in a given worked week. The comp time, if approved, can be taken at a mutually agreed upon time during the calendar year or three (3) months following the calendar year the time was worked. In the event that such time off is not taken within the limiting time by the employee, they shall be given cash payment at the rate based on their salary at the time the hours were worked. The maximum accumulated compensatory allowed is thirty (30) hours at any one time.

10.8 Premium Pay and Work Week

FOR PARKS DEPARTMENT MAINTENANCE EMPLOYEES ONLY:

There shall not be any premium pay or additional compensation for employees working Saturdays, Sundays and/or for work on a holiday. Such employees who work on a holiday shall receive compensatory time for each hour worked on the holiday. Further, the Parks Director can assign a four (4) day work week with ten (10) hour work days for Parks Department Maintenance employees.

10.9 Hours and Rates of Pay for PARKS DEPARTMENT MAINTENANCE Employees and other conditions for Parks Department Maintenance

- A) The Employer reserves the right to employ part-time maintenance employees for use at the County Parks. A full-time employee who is scheduled to be reduced to part-time status has the option of accepting layoff in lieu thereof. A part-time employee who has been reduced from full-time status and accepts that part-time employment shall have their health insurance continued by the Employer for up to twelve (12) months. All other benefits, such as vacation, sick leave and longevity shall be prorated based upon the number of hours worked by that part-time employee. However, newly hired part-time employees are not entitled to the above benefits. The Employer may either reduce current full-time employees to part-time status as noted above or hire new part-time employees.
- B) The Employer may send Parks Department Maintenance employees home if there is no work for them to perform due to weather conditions which do not permit the normal work to be done. They may use earned vacation time or compensatory time if they want to be paid for that time period. Employees who show up to work shall receive a minimum of two (2) hours pay and may be required to work for those two (2) hours.
- C) Parks Department Maintenance employees may be scheduled to work other than Monday through Friday by the Parks Director with reasonable prior notice, but the usual work week shall be Monday through Friday.
- D) Non-bargaining unit persons may perform bargaining unit work, including supervisors, seasonal employees, temporary employees, part time employees, casual, grant funded such as JTPA, Youth Corps, work release, DHHS referrals, community service.
- E) An employee in the Parks Department who is in a higher-paid classification who is given a layoff notice shall be permitted to bump a lower-paid employee in the Parks Department if they have more seniority and if they have the immediate skills, ability and qualifications to perform that job. The above applies to Parks Maintenance employees only.

10.10 Commission on Aging

Notwithstanding any contrary provisions contained in this contract, the Employer shall be able to maintain its prior and current practice regarding the use of volunteers, temporary employees, casual employees, grant-funded persons, DHHS referrals, Youth Corps, etc. in the Commission on Aging Department.

ARTICLE 11

WAGES

- 11.1 The wage scale set forth in Schedule "A" shall be effective from October 1, 2021 through September 30, 2024.
- 11.2 The Classification and Compensation Schedule as herein set forth in Schedule "A-1", "A- 2" shall be effective from October 1, 2021 through September 30, 2024.
- 11.3 **Working in a Higher-Paid Position**
An employee assigned and working exclusively in a higher paying classification in the bargaining unit for five (5) consecutive days or more shall be paid, starting the sixth (6th) day, at the higher classification rate which is closest to their current rate, but which results in a minimum 3% increase in pay.
- 11.4 **Rate of Pay for Lateral Transfers**
When an employee transfers from one department to another and remains in the same classification, that employee will receive their pay step increase based upon their anniversary date in that classification.
- 11.5 **Rate of Pay for Promotions**
When an employee is promoted to a higher paid classification, that employee will go to the next pay step which results in a minimum of a 3% pay increase to that employee.

ARTICLE 12

JOB VACANCIES

- 12.1 **Job Postings**
Job vacancies will be posted by the Employer for a period of seven (7) days setting forth the requirements for the position in a conspicuous place in each building. Employees interested shall apply within the seven (7) day posting period.
- 12.2 **Promotions**
Promotions within the bargaining unit shall be made on the basis of ability and qualifications. Seniority shall enter the decisions when ability and qualifications are equal.

ARTICLE 13

NEW CLASSIFICATIONS

- 13.1 The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Employer shall notify the Union at least two (2) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2) week period. In the event the parties reach impasse and cannot reach an agreement, the Employer may implement its last best offer as permitted by law.

ARTICLE 14
PENSION PLAN

14.1 Defined Benefit

For employees hired before January 1, 1999, and those hired before January 1, 1999, who have not elected to rollover into the Defined Contribution Plan, the Employer shall provide fully paid, non-employee contributory pension plan B-3 with Section 55-F waiver with twenty-five (25) years of service with the Municipal Employees Retirement System for all full-time employees on the first day of the month immediately following the date of hire. Effective the first pay check of December 2012, and from thereafter, all employees enrolled in the Defined Benefit retirement plan shall contribute 4.0% of their gross pay towards their retirement plan.

- A) Within sixty (60) days of the ratification of the 2007 – 2009 Contract, the union shall pay for a MERS actuarial to determine the cost to move from a B3 Retirement Program to a B4 Retirement Program for existing defined benefit employees. In order to effectuate a B3 to a B4 self funded change for all union defined benefit members, a majority of the defined benefit union members must vote affirmatively. The Employer is not responsible for any associated costs and this option will cease after six (6) months of the employer's receipt of the actuarial. If this option is selected, employees shall be responsible for paying through payroll deduction any and all cost differences between a B3 and a B4.

14.2 Defined Contribution

For employees hired on or after January 1, 1999 and those hired before January 1, 1999 electing to roll over into the defined contribution plan.

- A) The County participates in a retirement program administered by MERS as provided in Act 427 of the Public Acts of 1984 as amended.
- B) Under this plan, the compensation contribution is as follows: 5% of compensation contribution by Newaygo County with an additional 3% matching amount by the County if the employee contributes 3% (i.e. Newaygo County Board will contribute 5% to the employee's account under the plan. If the employee contributes 3% under the plan to their account, the County will contribute another 3% to the employee's account).
- C) Employees will have a vesting period of four (4) years. Additional information explaining the retirement system is available through the County Administrator's office.

ARTICLE 15
RETIREE HEALTH INSURANCE

15.1 Health Care Savings for all Full-Time Employees

- A) The Employer agrees to establish a Health Care Savings Program (HCSP) account for each full-time employee employed with Newaygo County on the date of ratification of the 2007 – 2009 Contract.
- B) All full-time employees as of 12/31/06 shall be 100% vested. Employees hired after 12/31/06, must meet a six (6) year vesting schedule in order to become 100% vested in the HCSP.

- C) All existing full-time employees hired on or before 12/31/09 shall receive \$25.00 per pay into the HCSP. Effective date shall be the first full payroll in 2011. This benefit is in addition to the benefits listed under Section 15.2 and 15.3 below.
- D) Full-time employees hired on or after January 1, 2010 shall receive a retiree health insurance benefit of \$50.00 per pay into a HCSP as their sole retiree health benefit. Retirement shall be defined as the separation of service with 25 years of full-time service and 55 years of age and be eligible to immediately receive MERS benefits. In order to become 100% vested in the HCSP, employees must meet a six (6) year vesting schedule.

15.2 Health Insurance for Retirees

Commencing January 1, 1989, a full-time employee that meets all of the following four (4) criteria:

- A) Has completed eight (8) years or more of full-time Newaygo County service as of 12/31/06; and
- B) Ten (10) accumulated years of Newaygo County governmental service in the bargaining unit or ten accumulated years of service with a Newaygo County agency/department, or a ten year or more combination thereof; and,
- C) Who is sixty-two (62) years of age or older; and,
- D) Who is immediately receiving or immediately eligible to receive retirement benefits from Newaygo County governmental service without a break in service after leaving County employment,

OR

Meets all of the following three (3) criteria:

- A) Has completed eight (8) years or more of full-time Newaygo County service as of 12/31/06; and
- B) Twenty-five (25) accumulated years of Newaygo County governmental service in the bargaining unit or twenty-five years of service with a Newaygo County agency/department, or a twenty-five or more year combination thereof; and
- C) Who is sixty-two (62) years of age or older and is eligible for health insurance which is provided by the County of Newaygo to bargaining unit employees under the terms provided in this Section. Pursuant to the collective bargaining agreement, the coverage and/or benefits may change from time to time. The County shall pay one-half (½) of the premium up to age sixty-five (65), and the total premium at age sixty-five (65), and thereafter for the retired employee. Insurance coverage shall also be made available to the spouse at the time of retirement of the retired employee at their option. The spouse at the time of the employee's retirement must pay the full premium for their insurance coverage and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

At the death of the retired employee, the surviving spouse at the time of the employee's retirement shall be entitled to insurance coverage by paying the full cost of the premium and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

In the event that the retiree has insurance coverage available through their spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available. For any Federal or State health insurance, Medicare, etc., there shall be a coordination of benefits.

Employees who retire from Newaygo County service between the ages of fifty-five (55) and sixty-one (61) may continue on the County group insurance plan provided they pay the entire premium cost for the coverage in advance as required by the County. The above is contingent upon the insurance company permitting same. To be eligible for the above, the employee must be receiving or immediately eligible to receive payment of Newaygo County retirement benefits without a break in service after leaving County employment.

15.3 Employees not eligible for retiree health benefits above (Section 15.2) and for employees with less than eight (8) years of full-time Newaygo County service as of 12/31/06 shall be eligible for retiree health insurance as defined in the below.

A) The maximum employer obligation towards the County's retiree health insurance plan for full-time employees that meet all of the following three (3) criteria listed below shall be \$40.00 per month beginning at age 62:

1. Ten (10) accumulated years of Newaygo County governmental service in the bargaining unit or ten accumulated years of service with a Newaygo County agency/department, or a ten year or more combination thereof; and,
2. Who is sixty-two (62) years of age or older; and,
3. Who is immediately receiving or immediately eligible to receive retirement benefits from Newaygo County governmental service without a break in service after leaving County employment

OR

B) The maximum employer obligation towards the County's retiree health insurance plan for full-time employees that meet both of the following two (2) criteria listed below, shall be \$100.00 per month beginning at age 55:

1. Twenty-five (25) accumulated years of Newaygo County governmental service in the bargaining unit or twenty-five years of service with a Newaygo County agency/department, or a twenty-five or more year combination thereof; and
2. Who is fifty-five (55) years of age or older

Pursuant to the collective bargaining agreement, the coverage and/or benefits may change from time to time. Insurance coverage shall also be made available to the spouse at the time of retirement of the retired employee at their option. The spouse at the time of the employee's retirement must pay the full premium for their insurance coverage and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

At the death of the retired employee, the surviving spouse at the time of the employee's retirement shall be entitled to insurance coverage by paying the full cost of the premium and must provide advance notice and shall meet all the terms and conditions which the insurance carrier may impose for enrollment.

In the event that the retiree has insurance coverage available through their spouse, another Employer or elsewhere, the Employer shall not be obligated to provide coverage while the other coverage is available. For any Federal or State health insurance, Medicare, etc., there shall be a coordination of benefits.

C) Health Care Savings Program (HCSP)

Commencing the pay period 10/21/07, the Employer shall contribute \$25.00 for each full-time employee per pay period into each employees HCSP account in addition to benefits listed in Section 15.1.

ARTICLE 16
INSURANCE

The following shall become effective in 2003, at a time determined by the Employer.

- 16.1** Employees shall receive the same health insurance coverage as non-union county employees and under the same terms and conditions, which may change from time to time.
- 16.2** In the event that the Employer changes to a 37.5 hour work week instead of 40 hours, employees who work and are scheduled for 37.5 hours per week shall be considered full-time employees and are therefore eligible for health insurance coverage.
- 16.3** **Payment in Lieu of Health Insurance**
For full-time employees, in lieu of medical coverage through the County, the Employer will pay up to one-thousand, eight hundred (\$1,800.00) dollars annually as additional compensation. If the employee elects vision and/or dental, the annual payment will be reduced. Employees exercising the above option shall give proper written authorization to the Administration Office. Employees assume all risks if they want to later re-enroll and they must wait for an open enrollment period. Employees eligible for payment under this section shall receive the same payment per month as non-union employees and under the same terms and conditions.

16.4 Life Insurance

Each employee shall be furnished, at the Employer's expense, \$12,500 life and accidental death and dismemberment insurance, \$1,000 life insurance for spouse and \$500 life insurance for child coverage which is under the same terms and conditions as non-union county employees, which may change from time to time.

16.5 Wellness Program

Employees may participate in a Wellness Program provided by the County during non-working hours. Employees are subject to the same wellness program as non-union employees. The annual Wellness Program attached is subject to change.

This program shall start and stop at any time at the Employer's discretion.

ARTICLE 17
LIABILITY INSURANCE

17.1 The Employer shall furnish liability insurance for employees, protecting the employees from any and all liability while acting within the good faith scope of their duties and that arises out of or in the course of their employment. Said insurance coverage shall include acts of negligence of the employee performed during their course of duty and shall further provide said employee, if sued, with an adequate defense and if any judgment is rendered against them, it shall be satisfied. Should the Employer fail to obtain the insurance coverage above set forth, it shall be deemed by this contract to be a self insurer and shall protect said employees in the same manner in the same terms and conditions as if it had secured the liability insurance coverage.

ARTICLE 18
HOLIDAYS

18.1 All full time employees covered by this Agreement who qualify shall receive eight (8) hours holiday pay at their straight time hourly rate for each of the holidays designated in Section 2. The above eight (8) hours shall be reduced to seven and one-half (7.5) hours in the event the Employer reduces the forty (40) hour work week to a thirty seven and one-half (37.5) hour work week for full-time employees. See Article 11, Section 1 regarding the same.

18.2 The recognized holidays are:

- | | |
|------------------|------------------------|
| New Year's Day | Thanksgiving Day |
| Memorial Day | Day After Thanksgiving |
| President's Day | Day Before Christmas |
| Independence Day | Christmas Day |
| Labor Day | Columbus Day |
| Good Friday | Martin Luther King Day |
| Veteran's Day | |

18.3 Worked Holidays

Employees who work on any of the holidays provided in Section 2 shall receive the holiday pay provided in Section 1 plus their regular straight time hourly rate for all hours worked on the holiday.

18.4 Holiday Eligibility

Employees to be eligible for holiday pay must meet the following conditions and qualifications:

- A) The employee must work the last regularly scheduled day before and the first regularly scheduled day after the holiday unless otherwise excused by their Elected Official/Department Head.
- B) An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused by their Elected Official/Department Head, shall not be entitled to holiday pay.

18.5 If the holiday falls during an employee's scheduled vacation, the employee shall be allowed one more vacation day or leave day.

18.6 When a holiday falls on a Sunday, the next Monday will be observed as the holiday. When a holiday falls on Saturday, the preceding Friday shall be observed as the holiday.

ARTICLE 19
VACATIONS

19.1 Regular full time employees shall be entitled to paid vacations as hereinafter set forth:

Upon Hire	--	40 hours
1 year	--	40 hours
2 years	--	80 hours
6 years	--	120 hours
12 years	--	160 hours
20 years	--	200 hours

Vacation time shall be earned on a bi-weekly pay period, pro rata basis for Employer compensated hours. Vacation time accumulation shall be based on a 7.5 hour day if working under a 37.5 hour work week or based on an 8 hour day if working under a 40 hour work week. See Article 11, Section 1 regarding the same.

For a typical eighty (80) hour pay period, vacation time shall accrue as follows:

One year anniversary date:	receive 5 days (40 hours) on the next paycheck; begin earning 3.0770 hours each paycheck thereafter
Five year anniversary date:	begin earning 4.6155 hours each paycheck thereafter
Eleven year anniversary date:	begin earning 6.1539 hours each paycheck thereafter
Nineteen year anniversary date:	begin earning 7.6924 hours each paycheck thereafter

Annually, earned vacation time must not exceed the maximum hours listed above on the employee's anniversary date.

- Less than 11 years of service: Time exceeding the maximum hours listed above on the employee's anniversary date will be considered lost time. For example: An employee's earned vacation time is 160 hours. The employee has a balance remaining of 180 hours on their anniversary date. The employee will lose 20 hours of vacation on their anniversary date.
- 11 – 14 years of service: Time exceeding the maximum hours listed above will be paid to the employee up to a maximum of 40 hours. Any remaining hours will be lost.
- 15+ years of service: Time exceeding the maximum hours listed above will be paid to the employee up to a maximum of 80 hours. Any remaining hours will be lost.

19.2 Vacations shall be scheduled so as to meet the operating requirements of the Employer, and whenever possible, the preference of employees. Seniority shall be taken into consideration by the Elected Official/Department Head at the time of scheduling vacations.

19.3 Vacation pay shall be computed on the basis of the employee's hourly rate (range and step) at the time they take the vacation.

19.4 When one of the specified holidays in Article 18 falls within an employee's scheduled vacation, the employee will be entitled to an extra day of vacation to be taken at the beginning or end of their regular scheduled vacation. This policy does not apply to any other days not scheduled for full coverage, as occasionally permitted by the Newaygo County Board of Commissioners.

19.5 After one (1) year of employment, an employee shall be paid in cash for their unused vacation or upon separation of employment for all accrued unused vacation time and meeting the requirements in Section 32.5.

ARTICLE 20 **PERSONAL LEAVE AND DISABILITY**

20.1 Paid Time Off

Eligible full-time employees will receive paid time off (PTO) each benefit year. In reference to PTO, "benefit year" means the first day of the pay period of the first pay date through the last day of the pay period of the last pay date occurring within the calendar year. PTO satisfies the requirements under the Michigan Paid Medical Leave Act (MPMLA).

Employees hired as full-time shall receive PTO under the following conditions and qualifications when implemented by the Employer:

- A) Shall receive fifty-six (56) PTO hours per benefit year which will appear on the first pay date of each year.

Note: The remaining PTO balance for the 2021 benefit year will be issued in a lump sum which will appear on the October 8, 2021, pay check.

- B) Newly hired employees will receive a pro-rated bank of PTO hours based on the remaining pay dates in the current benefit year.
- C) PTO is calculated based on pay dates in the benefit year.
- D) Employees may carry over a maximum of twenty-four (24) hours from one benefit year to the next. Any PTO that exceeds this amount on the last day of the benefit year will be lost time.

Example: The last pay date in the 2021 benefit year is December 30, 2021, which is for the period of December 12 – December 25, 2021. Employees must have 24 PTO hours or less by the end of the day on December 25, or hours in excess will be lost.

- E) Contingent upon meeting the stipulations in Article 32.5 of this Agreement, employees with more than one (1) year of full-time service shall be paid for any unused PTO, pro-rated based on pay dates worked in the same benefit year, upon separation of employment.

An employee wanting to use PTO for personal reasons must schedule it in advance with their Department Head/Elected Official. The Department Head/Elected Official retains the right to approve and disapprove, in whole or in part, PTO requests, and may reschedule PTO dependent upon the department's operational needs. When an emergency exists the employee shall notify their Department Head/Elected Official as soon as possible or within one (1) hour; whichever is less.

After an employee has exhausted their PTO benefits, if any unpaid leave is granted, it shall be without accumulation of any fringe benefits except as may be required by FMLA for health insurance.

PTO benefits may not be taken in units of less than two (2) hours, unless otherwise approved by the Department Head/Elected Official.

PTO will not be granted for absences due to weather conditions or transportation problems unless approved by the Department Head/Elected Official. See Closing of County Facilities Policy for specific details.

In addition to personal reasons and in accordance with the Michigan Paid Medical Leave Act, PTO may granted for the following medical reasons:

- Physical or mental illness, injury or health condition of the employee or their family member
- Medical diagnosis, care or treatment of the employee or employee's family member
- Preventative care of the employee or their family member
- To care for a child whose school or place of care has been closed by order of a public official
- Because of the employee or their family member's exposure to a communicable disease that would jeopardize the health of others

Employees may also take PTO for the following reasons due to domestic violence or sexual assault of the employee or their family member:

- For medical care or psychological or other counseling
- To receive services from a victim services organization
- To relocate
- To obtain legal services
- To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

When PTO is used for any of the above reasons, the employee shall notify their Department Head/Elected Official as soon as possible or within one (1) hour; whichever is less.

Family member, as defined under the Michigan Paid Medical Leave Act, includes:

- Biological, adopted or foster child, stepchild or legal ward or child to whom the employee stands in loco parentis
- Biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or person who stood in loco parentis when the employee was a minor child
- Spouse or any person to whom the employee is legally married under the laws of any state
- Grandparents, grandchildren, biological, foster and adopted siblings

Employees taking PTO under MPMLA on their last scheduled day of work before a holiday or vacation, and/or their first scheduled day after a holiday or vacation, may be required to submit a statement from a physician verifying the reason at the employee's expense unless covered by insurance. It shall be the employee's responsibility to check with their Department Head/Elected Official when calling in to determine if the statement is necessary.

When an employee must miss work for medical appointments, the employee must give their Department Head/Elected Official seven (7) days advance notice, unless there is an emergency. The Department Head/Elected Official may require proof of medical treatment or illness.

In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing personal time under MPMLA, the Employer may require a report from a medical doctor of the Employer's choosing at the employee's expense if not covered by the employee's insurance.

Employees returning to work from a reason listed under MPMLA or leave of absence or where the Employer has reason to believe an employee is abusing time off under MPMLA may be required by their Department Head/Elected Official to submit a statement from their physician qualifying their ability to work or to verify the reason, or the Employer may send the employee to a doctor selected by the Employer.

20.2 **Paid Medical Leave (PML) for Part-Time Employees**

Eligible employees will receive paid medical leave (PML) each benefit year. In reference to PML, "benefit year" means the first day of the pay period of the first pay date through the last day of the pay period of the last pay date occurring within the calendar year. PML satisfies the requirements under the Michigan Paid Medical Leave Act (MPMLA).

Effective October 1, 2021, part-time employees regularly scheduled to work 25 hours per week or more or that worked, on average, 25 hours per week or more during the previous benefit year are eligible for paid medical leave (PML) in the current benefit year under the following conditions and qualifications when implemented by the Employer:

- A) Existing, eligible part-time employees shall receive forty (40) PML hours per benefit year which will appear on the first pay date of each year.

Note: PML for the 2021 benefit year will be pro-rated based on pay dates remaining in the current benefit year and will appear on the October 8, 2021, pay check for eligible employees.

- B) Determination of eligibility for PML will be made on the first pay date of each benefit year by evaluating hours worked in the previous benefit year. Those who have worked an average of twenty-five (25) hours or more per week will be eligible for PML beginning the first pay date of the current benefit year.
- C) Newly hired, eligible employees will receive a pro-rated bank of PML hours based on the remaining pay dates in the current benefit year which will be available for use after the first ninety (90) calendar days of employment.
- D) PML is calculated based on pay dates in the benefit year.
- E) PML not used by the last day of the benefit year will be considered lost time.

Example: The last pay date in the 2021 benefit year is December 30, 2021, which is for the period of December 12 – December 25, 2021. Employees with hours remaining at the end of the day on December 25, will be lost.

- F) Upon separation of employment or transfer to another County position, no payout of PML is allowed.
- G) PML will not be granted for absences due to weather conditions or transportation problems.

PML benefits may not be taken in units of less than two (2) hours, unless otherwise approved by the Department Head/Elected Official.

In accordance with the Michigan Paid Medical Leave Act, PML may be granted for the following medical reasons:

- Physical or mental illness, injury or health condition of the employee or their family member
- Medical diagnosis, care or treatment of the employee or employee's family member
- Preventative care of the employee or their family member
- To care for a child whose school or place of care has been closed by order of a public official
- Because of the employee or their family member's exposure to a communicable disease that would jeopardize the health of others

Employees may also take PML for the following reasons due to domestic violence or sexual assault of the employee or their family member:

- For medical care or psychological or other counseling
- To receive services from a victim services organization
- To relocate
- To obtain legal services
- To participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

When PML is used for any of the above reasons, the employee shall notify their Department Head/Elected Official as soon as possible or within one (1) hour; whichever is less.

Family member, as defined under the Michigan Paid Medical Leave Act, includes:

- Biological, adopted or foster child, stepchild or legal ward or child to whom the employee stands in loco parentis
- Biological parent, foster parent, stepparent, adoptive parent, legal guardian of an employee or person who stood in loco parentis when the employee was a minor child
- Spouse or any person to whom the employee is legally married under the laws of any state
- Grandparents, grandchildren, biological, foster and adopted siblings

When an employee must miss work for medical appointments, the employee must give their Department Head/Elected Official seven (7) days advance notice, unless there is an emergency. The Department Head/Elected Official may require proof of medical treatment or illness.

In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing time off under MPMLA, the Employer may require a report from a medical doctor of the Employer's choosing at the employee's expense if not covered by the employee's insurance.

Employees returning to work from a reason listed under MPMLA or leave of absence or where the Employer has reason to believe an employee is abusing time off under MPMLA may be required by their Department Head/Elected Official to submit a statement from their physician qualifying their ability to work or to verify the reason, or the Employer may send the employee to a doctor selected by the Employer.

20.3 Disability

After completion of the probationary period, the Employer shall provide sickness and accident (S/A) coverage which will start on the 8th day of illness/injury and last for ninety (90) days. The Employer shall provide Long Term Disability (LTD) coverage which will start on the 91st day of injury/illness for a maximum of ten (10) years to age sixty-five (65) as listed in the LTD Schedule. Both S/A and LTD will be at 65% of regular salary. Time spent on S/A and LTD shall be counted toward FMLA leave. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on S/A or LTD, after which time the employee may continue such coverage for up to two (2) years by paying the premium to the County. PTO and vacation shall not accrue after thirty (30) days of S/A and no holiday pay shall be provided even for the first thirty (30) days.

No other benefits shall continue or accrue after S/A ends. To obtain LTD or S/A, the employee must adhere to Employer adopted policies on verification, including medical examinations and/or any insurance company requirements and meet eligibility requirements. At the end of two (2) years of such health insurance coverage, then the employee may apply for extension of health coverage through COBRA.

Employees shall be required to supplement short-term disability (STD) up to ninety percent (90%) of their gross wages with their earned PTO or vacation time. Such supplement shall not infringe upon an employee's right to retain a forty hour (40) balance of earned vacation time or annual leave. The employee's right of retention shall not extend to their earned PTO.

ARTICLE 21 **WORKER'S COMPENSATION**

- 21.1** Employees are covered by the Worker's Compensation Laws of Michigan. Any employee involved in a work related accident or injury must report that accident or injury to their Elected Official/Department Head and the Office of Administration Office as soon as possible after the mishap and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee from benefits under worker's compensation insurance. An employee receiving worker's compensation payments shall not earn vacation or PTO accruals nor shall they be eligible to receive holiday pay. Time spent on worker's compensation shall be counted toward FMLA leave. In accordance with the Family and Medical Leave Act, health and other insurances shall be continued by the Employer for twelve (12) weeks when an employee is on worker's compensation, after which time the employee may make arrangements to pay the premiums to continue insurance, provided that the insurance carrier permits the same. All other fringe benefits shall cease while on worker's compensation.

ARTICLE 22 **FAMILY AND MEDICAL LEAVE ACT**

- 22.1** The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

ARTICLE 23
FUNERAL PAY

23.1 Funeral pay will be extended to full-time employees as follows:

Upon a death occurring in an employee's "immediate family", the employee shall be excused from work without loss of pay from the date of death until the day after the funeral, but not more than a total of five (5) days, three (3) of which shall be without loss of paid time off the remaining two (2), if taken, to be charged against earned paid time off. "Immediate family" shall be interpreted as current legal:

- spouse
- child
- father or mother
- sister or brother
- step-children
- step-parents
- step-siblings
- son-in-law or daughter-in-law

Three (3) days without loss of paid time off from the date of death until the day after the funeral in the case of the death of current legal:

- mother-in-law or father-in-law
- grandparents
- grandchildren
- spouse's grandparents
- spouse's grandchildren

One (1) day, the date of the funeral, is allowed in the case of death of the employee's:

- aunt or uncle
- nephew or niece
- sister-in-law or brother-in-law

23.2 The Employer is to be notified immediately of a death in the family and the extent of the expected absence.

ARTICLE 24
LEAVES OF ABSENCE

24.1 **Leave of Absence Without Pay**

A leave of absence without pay may be granted to an employee with approval of the Elected Official/Department Head and the Finance Committee. All costs for retirement, insurance and medical benefits which may be due during the period of such leaves shall be paid by the employee prior to the due date of same unless specifically underwritten by the Board of Commissioners upon recommendation of the Finance Committee. No accrual of PTO, holiday credits, step increases, longevity or other benefits will be allowed during such leaves.

24.2 Jury Duty

Full-time employees required to serve on jury duty shall be compensated for their regularly scheduled hours while on jury duty at their regular straight time rate provided the employee:

- A) Notifies their Supervisor as soon as possible after they receive notice of jury duty;
- B) Submits to the County their compensation received for jury duty;
- C) Furnishes satisfactory evidence that they reported for or performed jury duty on the day(s) for which they claim such payment;
- D) Comes to work before jury duty if there is time in their regular work schedule; and
- E) Returns to work after being excused from jury duty if there is time left in their normal work schedule.

Hours paid while on jury duty shall not be used to compute overtime. All benefits shall not continue when the employee is on jury duty for thirty (30) consecutive days.

24.3 Fit for Duty

In the event of a dispute involving an employee's physical or mental ability to perform their job or to return to work after a leave of absence of any kind or if the Employer believes the employee is abusing personal time due to illness, in addition to the attending physician's statement, the Employer may require a report from a medical doctor of the Employer's choosing at the employer's expense if not covered by the employee's insurance.

ARTICLE 25
LONGEVITY PAY

25.1 All eligible regular full time employees in the active service of the Employer shall receive an annual longevity payment as follows:

Service

After five years of continuous service	\$200
After eight years of continuous service	\$300
After eleven years of continuous service	\$400
After fourteen years of continuous service	\$500
After seventeen years of continuous service	\$600
After twenty years of continuous service	\$800

Said annual payments shall be paid in a lump sum on or before December 24 of each year.

25.2 An employee on an approved leave of absence without pay of two (2) months or less will be eligible for longevity payment on a prorated basis for the straight time worked that year if otherwise eligible for longevity. If an employee is off work for two (2) months or longer, they are not entitled to longevity for that year.

25.3 **Pro Rata Payment**

Pro rata payments in case of retirement or death only shall be made as soon as is practicable thereafter. Payment shall be made to the beneficiary named in the employee's retirement plan.

ARTICLE 26
TUITION REIMBURSEMENT

26.1 Any regular full-time employee covered in this Agreement is eligible for financial assistance for costs for college or university courses taken in a technical, undergraduate, or graduate program after one (1) complete year of full-time County employment. Reimbursement includes tuition, registration, books, lab fees, etc. The County shall reimburse fifty percent (50%) of costs if:

- A) Recommended by the employee's Elected Official/Department Head and approved by the County Administrator prior to enrollment in the course; and
- B) The course taken meets one of the following criteria:
 - 1. It is directly job related, as determined by the Elected Official/Department Head;
 - 2. It is in preparation of a job related promotion;
- C) It is a required or elective subject mandatory to obtain a diploma, certificate, or undergraduate degree in preparation for advancement to a higher classification in County employment.
- D) Under special circumstances an Elected Official/Department Head may authorize an employee to attend classes during normal working hours. However, it is the responsibility of both the individual employee and the Elected Official/Department Head to ensure the individual makes up all lost work time.
- E) Prior to being reimbursed for tuition expenses, the employee must present to the County Administrator a receipt for payment and proof of a grade of B (or its equivalent) or higher.
- F) Employees eligible for education compensation under the Veterans G. I. Bill, government-sponsored programs, or any other scholarships will have to exhaust their other benefits prior to being eligible for County education benefits.
- G) Reimbursement is subject to and conditioned upon money being appropriated in the employee's department budget for this specific purpose.
- H) Reimbursement is only for true out-of-pocket costs to the employee and subject to all IRS required tax withholding.

ARTICLE 27
SPECIAL PROGRAMS

- 27.1** Any full time, non-probationary employee who desires to improve themselves through education such as adult evening classes at schools and/or colleges may be given a schedule to accommodate the schooling upon approval of the Elected Official/Department Head and the Board of Commissioners or its designee.
- 27.2** Any employee that goes to any institute, conference or other educational program which is job related, shall be provided traveling expenses and all other necessary expenses to attend such institute, conference or training session, subject to the approval of the Elected Official/Department Head and the Board of Commissioners or its designee.

ARTICLE 28
APPOINTMENTS, TRANSFERS, PROMOTIONS, AND DISMISSALS;
ATTENDANCE RECORDS; RECORDS

- 28.1** Authority to make all appointments, lateral transfers, promotions to positions and dismissals from positions is vested in the Elected Official/Department Head of each department, subject to the provisions of this contract.
- 28.2** The Employer and Union agree that neither shall discriminate against an employee because of race, religion, creed, color, national origin, age, sex or marital status as required by law.
- 28.3** No person shall be employed in a regular classified position and be paid on any basis other than the regular County payroll, without prior approval of the Board of Commissioners or its designated representative.
- 28.4** No member of an employee's immediate family shall be hired on a permanent basis in the same department in Newaygo County services. An immediate family member shall be defined as husband, wife, child, mother, father, sister and brother. Exceptions to this rule must be approved by the Board of Commissioners or its designated representative. When two (2) employees in the County service become husband and wife and if working in the same department, the Board of Commissioners or its designated representative shall endeavor to transfer one of the employees to another department.
- 28.5** Each new hire shall meet the specifications of the class for which they are being hired, and all applications will be reviewed by the Board of Commissioners or its designated representative and elected official, if applicable.
- 28.6** All transfers of employees between departments must have the approval of the Elected Officials/Department Heads involved and the Board of Commissioners or its designated representative prior to the actual transfer. Such transfer shall be subject to the terms of this contract.

- 28.7** All appointments, transfers, promotions and dismissals shall be reported by the Elected Official/Department Head to the Board of Commissioners or its designated representative and a proper notation entered in the personnel file.
- 28.8** For employees transferring from part-time to full-time status, hours spent as a part-time employee since their last date of hire shall be accounted for on a pro-rated basis when determining paid time off accruals and longevity. Credited hours may not exceed 2080 hours.
- 28.9** **Attendance Records**
All employees covered under the terms of this contract shall complete an attendance record designating actual hours worked on a daily basis which shall be countersigned by the Elected Official/Department Head and forwarded to the Board of Commissioners or its designated representative at the end of the pay period. These records shall be available for inspection by Elected Official/Department Heads.
- 28.10** The Board of Commissioners or its designated representative shall establish and maintain a history record for each employee in the County service; this record shall include the employee's name, address, date of employment, classification, salary rate and such other employment information as it deems necessary.
- 28.11** At the request of the Union, the Board of Commissioners or its designated representative will provide to the Union once every six months a seniority list of the Union's bargaining unit.

ARTICLE 29 **SENIORITY AND LAYOFF PROCEDURE**

- 29.1** In each department, strict seniority shall prevail in the layoff and recalling of employees. Layoffs shall be determined by the Board of Commissioners. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off. The last employee laid off shall be the first employee recalled. There shall not be any bumping rights for employees who are laid off, except as noted for Parks Department Maintenance employees in Article 10.9.
- 29.2** **Loss of Seniority**
An employee shall lose their status as an employee and their seniority for any of the following reasons:
- A) They resign or quit.
 - B) They are discharged or terminated and not reinstated through the grievance procedure as provided herein.
 - C) They retire.
 - D) They are convicted of, or plead guilty, or nolo contendere to a felony.

- E) They have been laid off for a period of time equal to their seniority at the time of their layoff or two (2) years, whichever is lesser.
- F) Unexcused absence for three (3) or more consecutive regularly scheduled work days.
- G) Unexcused failure to return from a leave of absence on the specified date for return.
- H) Falsifies information on employment records or on other employment documents.

29.3 In the event of a layoff, an employee so laid off shall be given two (2) weeks notice of layoff by mail or in person. In the event of recall, two (2) weeks notice mailed to their last known address shall be made. In the event the employee fails to be available for work at the end of said two (2) weeks after notice of recall, they shall lose all seniority rights and right to recall under this Agreement.

29.4 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. The employee who is so transferred back to the bargaining unit shall maintain the seniority rank they had at the time of their promotion, provided they return within six (6) months.

ARTICLE 30 **STEWARDS**

30.1 The Employer recognizes the right of the Union to designate a Steward and three (3) alternates. An alternate Steward may exercise the functions of a Steward only when the Steward is absent or as otherwise necessary.

The authority of a Steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

30.2 The Union agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward or alternate leave their work to investigate grievances without first obtaining permission from the Elected Official/Department Head. The Elected Official/Department Head may require the Steward to investigate and/or present grievances during other than working hours in the event that the Elected Official/Department Head believes that the work force cannot be adequately covered during the time that the Steward desires to investigate and present grievances.

- 30.3** The Union will furnish the Employer, in writing, with the names of its Steward and alternates and all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE 31
EMERGENCY MANAGEMENT

- 31.1** To the extent required by MCL 423.215 (7), an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act (being MCL 141.1501 et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. In addition, inclusion of the language does not constitute a waiver of the Union's right to raise Constitutional and/or other legal challenge (including contractual or administrative challenges) to the validity of: (1) appointment of an Emergency Financial Manager; (2) PA 4 of 2011 (Local Government and School District Fiscal Accountability Act); or (3) any action of an Emergency Financial Manager which acts to reject, modify, or terminate the collective bargaining agreement.

ARTICLE 32
MISCELLANEOUS

- 32.1** **Separability**
If any section of this Agreement should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, shall not be affected thereby.
- In the event that any section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.
- 32.2** **Captions**
Captions or sub-headings used in this Agreement are for the purpose for identification only and are not a substantial part of this Agreement.
- 32.3** **Programmer/Analysts and Senior Service Coordinator (Commission on Aging)**
The Employer may exclude two (2) programmer/analysts from coverage under this contract. The Employer agrees to include the Senior Service Coordinator for the Commission on Aging in the bargaining unit.

32.4 Policies

All employees must abide by County policies approved by the Board of Commissioners. The Employer, including Elected Officials, reserve and retain, solely and exclusively, all rights to manage and operate its affairs and neither the constitutional nor the statutory rights, duties, and obligations of the Employer shall in any way whatsoever be abridged by the terms of the County Policies. Newaygo County reserves the right to amend or alter the terms of policies and procedures.

32.5 Resignation and Retirement

Should an employee decide to leave employment (resign, quit or retire), a minimum of two (2) weeks' notice in writing must be given to the employee's Elected Official/Department Head, if an employee is to receive accrued vacation and eligible PTO. A copy of the written notice will be forwarded to the Administration Office. Failure to provide two (2) weeks' notice will result in loss of accrued vacation and eligible PTO unless waived by the County Administrator in writing. Terminating employees must return to Newaygo County any County property they may have including keys, equipment, and/or supplies prior to their last day.

ARTICLE 33
DURATION

33.1 This Agreement shall be effective as of October 1, 2021, and remain in full force and effect until the 30th day of September, 2024.

COUNTY OF NEWAYGO

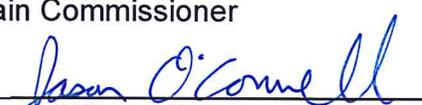
**TEAMSTERS STATE, COUNTY AND
MUNICIPAL WORKERS LOCAL 214**

By 
Bryan J. Kolk, Chairperson
Board of Commissioners

Dennis E. Nauss Digitally signed by: Dennis E. Nauss
DN: CN = Dennis E. Nauss email =
dnauss@teamsters214.org C = US O =
Teamsters Local 214
Date: 2021.06.23 11:52:17 -0400
By _____
Dennis Nauss
Business Representative

By 
Dale Twing
Drain Commissioner

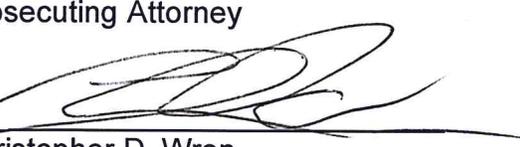
By 
Flora Sermon, Union Steward

By 
Jason O'Connell
Treasurer

By 
Jason VanderStelt
County Clerk

By 
Stewart Sanders
Register of Deeds

By 
Ellsworth Stay
Prosecuting Attorney

By 
Christopher D. Wren
County Administrator

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Motion #21- (June 23, 2021)

SCHEDULE A
WAGES

Wages for FY 2022

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees and/or elected officials, whichever is greater.

40 HOURS
PROFESSIONAL, TECHNICAL AND OFFICE CLASSIFICATIONS

<u>Grade</u>	<u>Hire Rate (minimum)</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Year</u>
01	13.0729	13.8641	14.6251	15.3868
02	13.5906	14.3817	15.1883	15.9646
03	14.1231	14.9604	15.7818	16.6189
04	15.2188	16.1318	16.9995	17.9125
05	16.6189	17.5930	18.5820	19.5563
06	18.0039	19.0540	20.1346	21.1389
07	18.9930	20.0584	21.1696	22.2957
08	20.1648	21.3369	22.5239	23.6806
09	22.3108	23.6348	24.9436	26.2526
10	23.6501	25.0349	26.4199	27.8047
11	25.5982	27.1048	28.6112	30.1182
12	27.9266	29.5704	31.2292	32.8572
13	29.8746	31.6551	33.3900	35.1403

Wages for FY 2023

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees and/or elected officials, whichever is greater.

Wages for FY 2024

Employees shall receive a 2% wage increase or the same annual wage adjustment, as well as time and manner, as approved by the Board of Commissioners for unclassified employees and/or elected officials, whichever is greater.

SCHEDULE A-1
PROFESSIONAL, TECHNICAL & OFFICE CLASSIFICATIONS

DEPARTMENT	TITLE	STARTING SALARY GRADES
Administration	Office Assistant	03
	Clerk/Typist -Floater*	03
	Benefits Coordinator	04
Building Department	Office Manager	06
	Secretary	04
	Secretary II	05
Building & Grounds	Assistant Maintenance Supervisor	06
	Maintenance I	03
	Maintenance II	04
	Custodian	04
Commission on Aging	Financial & Meals Coordinator	07
	Nutrition and Meals Coordinator	07
	Case Manager	06
	Case Management Coordinator	07
	Sr. Program & Comm. Relations Coordinator	07
	Maintenance & Home Repair Supervisor	06
	Food Service & Kitchen Manager	05
	Recreations and Volunteer Manager	05
	Transportation Coordinator	07
	Secretary	04
Community Development	Housing Coordinator	08
Cooperative Extension	Office Manager	06
	Secretary	04
County Clerk	Deputy County Clerk-Accounts Payable	04
	Deputy County Clerk-Vital Records	05
	Deputy Clerk-Elections Administrator	06
Drain Commissioner	Secretary	04

Equalization	Cadastral Mapping System/House Numbering Specialist	06
	Equalization Clerk	04
	Equalization Clerk II	05
	Property Appraiser	06
	Equalization Technician/Appraiser	06
Information Technology	GIS Coordinator/Technician	07
	Technical Support	06
Parks & Recreation	Maintenance II	04
	Assistant to the Parks Director	04
Register of Deeds	Account Clerk	03
	Account Clerk III	05
Treasurer	Deputy Treasurer	05
	Deputy Treasurer-Tax Changes	05
	Account Clerk III	06
	Accountant	08
Prosecuting Attorney	Legal Secretary	04
	Legal Secretary/Victims Rights Provider	04
	Child Support Specialist	05
	Legal Secretary II	05
	Legal Secretary III	06
Veterans Affairs	Benefits Counselor	05

* CLERK/TYPIST-FLOATER

The Department they are assigned to is the Administration Department for the purposes of layoff under Article 29. The Employer reserves the right to assign this person to various county Departments by resolution of the Board of Commissioners.

The eleven regular part time employees mentioned in Article 10, Section 3, are recognized by the union so long as they share the title with the positions in Schedule A-1. (Part-time employees shall be defined by the County's Manning Table.)

As positions are removed, the Employer will make every attempt to add the equal number of positions back to the Union.

SCHEDULE A-2
PROFESSIONAL, TECHNICAL & OFFICE UNIT CLARIFICATION

Effective after the contract is executed by the parties in 1999, the following classifications shall be included or excluded from the bargaining unit:

Administration

Administration Secretary	Out of Unit
Administrative Analyst Budget/Finance	Out of Unit
Administrative Analyst Payroll/Insurance	Out of Unit
Payroll Clerk	Out of Unit

Building Inspector's Department

Electrical Inspector	Out of Unit
Secretary	In the Unit

County Clerk

Part time Clerk Typist	Out of Unit
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Drain Commissioner's Department

Three Seasonal Drain Maintenance Workers	Out of Unit
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Maintenance

Assistant Building and Grounds Super	In the Unit
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Prosecuting Attorney's Office

Clerk Typist	In the Unit
Office Manager	Out of Unit
Clerk Typist	In the Unit
Prevention Specialist	In the Unit
Pride Coordinator	In the Unit
Summer Worker	Out of Unit
Clerk Typist	In the Unit
Pride Coordinator	In the Unit
Police Liaison Officer	Out of Unit
Pride Coordinator	In the Unit
Officer Manager	Out of Unit
Pride Coordinator	In the Unit
Pride Coordinator	In the Unit
Truancy Officer	Out of Unit



Office of Administration

MEMORANDUM

To: All Newaygo County Employees

From: 2021 Wellness/Safety Committee

Subject: 2021 Wellness Program – This memo is being sent to all employees. It is pertinent that you read it entirely.

Date: March 15, 2021

2021 Wellness Program

Purpose: Newaygo County is dedicated to the overall wellness of all employees and has had a wellness program since the early 1990s. Since 2011 the Wellness/Safety Committee was formally established to create an evolving wellness program each year. The committee meets on an as needed basis to review existing wellness components and recommend necessary changes of the wellness program. Below are the three components that make up the wellness program for 2021.

1. Health Risk Appraisal (HRA)

An HRA provides employees with a health evaluation and may serve as a tool to evaluate future wellness programs. The HRA will consist of a biometric screening by a health care provider. The HRA provider will be stationed at various locations around the County campus. The biometric screening and consultation will take approximately 30 min or less. Only employees covered under the County's medical insurance are asked to participate. Employees who participate will not be required to pay an additional 5% of their health insurance premium. It is the employee's responsibility to meet any posted deadlines for the HRA.

2. Wellness Reimbursements

Employees who are enrolled in the County's health insurance and who have completed the HRA in its entirety will be eligible to request a reimbursement for the following:

- Gym memberships, exercise classes, online streaming programs that are specific to exercise and exercise equipment including fitness watches.
- Nutrition class, weight loss programs or weight loss apps.
- Tobacco cessation classes.
- Entry fees for sanctioned races, such as runs, walks, triathlons etc.

Employees may receive up to \$200 annually for each of the above four areas. Receipts or documentation will be accepted beginning November 1st, but no later than November 30th, of each year. Reimbursements will be distributed through the employee's paycheck in December or January and are subject to regular payroll taxes. Questionable requests

will be evaluated on a case-by-case basis and reviewed by Administration. Reimbursements are only for true out-of-pocket expenses obtained by the employee, for the employee. Employees eligible for reimbursement under another employer, including their spouse's employer, will be required to exhaust their other benefits prior to being eligible.

Sheriff's Department Gym

Newaygo County employees who are authorized to use the Sheriff's Department gym will be allowed to forego their gym membership reimbursement in order to give credit to the gym based on their usage. The gym will receive \$16.66 per month for an employee who uses the facility at least four times in that month. Money given to the gym will be allocated to make upgrades and purchase new equipment. Those who participate are still eligible for the other wellness reimbursements.

3. Wellness Initiatives

The Wellness/Safety Committee strongly recommends regular exercise. Exercise is encouraged through the reimbursement process and wellness initiatives. Wellness initiatives are open to all employees and may include Lunch N' Learn presentations, exercise and weight loss challenges, and after hours exercise groups.

Please contact a member of the Wellness/Safety Committee to provide suggestions to any of the wellness components or ideas for wellness initiatives. The Wellness/Safety Committee reserves the right to make changes to the wellness program at any time. Changes to the wellness program will be made within budget restraints.

Wellness Safety Committee Members

Aubrey Bitson – Circuit Court
Jason O'Connell – Treasurer's Office
Chad Palmiter – Sheriff's Department
Pam Smith – District Court
Leeane Schaffer – Sheriff's Department
Karen Totten – Register of Deeds
Michelle Allen – Circuit Court
Chris Wren – Administration
Jodie McGarry – Administration