

LABOR AGREEMENT
SCHOOLCRAFT COUNTY BOARD OF
COMMISSIONERS
and
SCHOOLCRAFT COUNTY COURTHOUSE
EMPLOYEES
Chapter of Local # 1196
Affiliated with Council # 25 AFSCME AFL-CIO

Effective Date: January 1, **2009**
Termination Date: December 31, **2012**

LABOR AGREEMENT

This Agreement effective on this 2nd day of March, **2009**, between the Schoolcraft County Board of Commissioners (hereinafter referred to as the "Board") and the Schoolcraft County Clerk-Register, Prosecuting Attorney and Treasurer (hereinafter referred to as the "Co-Employers") and Schoolcraft County Courthouse Employees, Chapter of Local #1196, affiliated with Council # 25, AFSCME, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT:

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Co-Employers, the employees and the Union.

The parties recognize that the interest of the community and the job security of the employees depends upon the Co-Employers' success in establishing a proper service to the community.

To these ends, the Co-Employers and the Union encourage to the fullest degree respect, civility and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1. CAPTIONS, DEFINITIONS AND COMMUNICATIONS.

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

(B) Unless otherwise defined in this Agreement, all words shall connote their common meaning.

(C) "Classification" as used in this Agreement refers to the individual job classifications set forth in Article 45-Job Classifications, Pay Grades and Rates, and such new or revised job classifications as may be established in accordance with the provisions of this Agreement.

(D) "Working days" as used in this Agreement shall mean Monday through Friday, excluding holidays as defined herein. "Calendar days" shall mean all days, Monday through Sunday, including holidays. Unless otherwise indicated, "days" shall mean calendar days.

(E) Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or parts of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind – both female and male sexes).

(F) Unless otherwise provided: wherever in this Agreement the term Co-Employer is used in a communications context, such communication shall be directed to the Chairman of the Personnel Committee or, if such individual is unavailable, to the Personnel Committee Chairman's designate; wherever the term Union is used such communication shall be directed to the Chapter Chairperson or, if not readily available, to another Union officer or Steward.

ARTICLE 2. RECOGNITION Employees Covered

(A) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Co-Employers do 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 Co-Employers included in the bargaining unit described below:

All regular full-time and regular part-time County Employees of the Courthouse which includes County Employees working in the following offices/departments: Building and Grounds Department, Clerk-Register of Deeds' Office, Cooperative Extension Department, Public Transit Department, Tax Equalization Department, Treasurer's Department, and Prosecuting Attorney's Office

excluding elected officials, supervisory employees, confidential employees, Court employees, government program workers, students and others not included as defined by this Agreement.

- (B) (1) The term "employee" or "regular full-time employee" as used in this Agreement includes employees who have completed their probationary period, or who have remained employed in excess of the temporary period herein defined, who are regularly scheduled to work an average of at least thirty-five (35) hours per week on a full calendar year basis. Such employees shall be entitled to all benefits under this Agreement for which they are otherwise eligible.
- (2) The term "part-time employee" or "regular part-time employee" as used in this Agreement includes employees who would otherwise qualify as regular full-time employees, but who are regularly scheduled to work an average of at least fifteen (15) hours per week, but less than thirty-five (35) hours per week, on a full calendar year basis. Regular part-time employees shall be entitled to wages, overtime and prorated fringe benefits for which they would otherwise be eligible. Employees scheduled to work an average of less than fifteen (15) hours per week shall have no rights

under this Agreement.

- (3) The term “probationary employee” as used in this Agreement means a regular full-time or regular part-time employee who has not yet completed their probationary period as provided in the Seniority Article 15. Probationary employees shall be paid the normal classification starting rates and overtime for which they are eligible. Probationary employees may be laid off, disciplined, or discharged as exclusively determined by the Co-Employers, with or without cause, provided this provision shall not be used for the purposes of unlawful discrimination because of Union activity. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein, except discharged or disciplined employees for other than lawful Union activity.
- (4) The term “temporary employee” as used in the Agreement means an employee, including a seasonal employee, who is hired for a limited period not to exceed five hundred and sixty (560) hours in a twelve (12) consecutive month period, or twelve (12) consecutive calendar months for temporary employees replacing employees on approved leaves of absence. The temporary period may be extended in individual cases by mutual agreement between the Co-Employers and the Union. Temporary employees may be hired for work in jobs of limited duration to augment the work force seasonally, during periods of peak work load or periods of temporarily increased work load, or to replace regular employees on leave-of-absence. They will not be hired to displace, replace, avoid recall or reduce the regular hours of employees working in regular full-time or regular part-time positions. Temporary employees may be laid off, disciplined or discharged as exclusively determined by the Co-Employers with or without cause. Temporary employees shall have no rights under this Agreement except as specifically provided in this paragraph. Temporary employees continued beyond their temporary period will be considered probationary employees with time worked during their temporary period credited toward their probationary period as appropriate. A temporary employee in a particular job classification shall not be paid at a greater hourly wage rate than provided for a starting union employee in that classification as specified in Article 45.
- (5) The term “student” as used in this Agreement means a person who is attending school on a full-time basis. Not more than three (3) such students may be treated as excluded from the bargaining unit at any one time. Such non-bargaining unit students will not be hired to displace, replace, avoid recall or reduce the regular hours

of employees working in regular full-time or regular part-time positions. Such non-bargaining unit students are entitled to no rights under this Agreement.

- (6) The term “government program workers” as used in this Agreement means persons performing services for the Co-Employers through the use of State or Federal funds, or otherwise in a manner not resulting in wage cost to the Co-Employers, including prisoners. The Co-Employers, however, will not use prisoners to perform work in the Courthouse building or on the Courthouse building block (excluding the interior of the Schoolcraft County Jail building) without written consent of the Union. The Co-Employers may use prisoners, however, without consent of the Union, to clear ice and snow from on and around the entrances and exits of the Schoolcraft County Jail building to promote the safety of pedestrian traffic entering into and exiting the County Jail building when weather conditions create an emergency situation. Such non-bargaining unit government program workers will not be hired to displace, replace, avoid recall, or reduce the regular hours of employees working in regular full-time and regular part-time positions. Such non-bargaining unit government program workers are entitled to no rights under this Agreement.
- (7) When new employees are hired the Co-Employers will notify the Union and the employee, in writing, whether the employee is a “probationary employee” or a “temporary employee.” The Co-Employers will also notify the Union of employment of students, of government program workers, including their date of hire, duration of employment, and summary of their duties.
- (8) On the first day of employment for probationary employees, the Co-Employers will provide the new employee with a copy of this Agreement and the Personnel Policies and Procedures, and will arrange a thirty (30) minute interview period with the Chapter Chairperson or Steward for the purpose of welcoming the new employee, furnishing them with Union authorization cards, explaining the structure of the organization and providing any other pertinent information.
- (9) Employees hired under the provisions of Article 2, Paragraph (b)4. of this Agreement, who are considered “temporary employees” under that provision, shall not be paid at a rate higher than the starting wages listed in Article 45, II, III and IV of this Agreement.

ARTICLE 3. AID TO OTHER UNIONS

The Co-Employers will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining, or make any agreement with any such group or organization, concerning the bargaining unit covered by this Agreement, so long as the Union remains the certified collective bargaining agent for such bargaining unit.

ARTICLE 4. NO STRIKE/NO LOCK-OUT

(A) The Co-Employers agree that for the duration of this Agreement there shall be no lockouts.

(B) The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sit-downs, slowdowns, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Co-Employers (provided nothing herein shall be deemed to prohibit employees from participating in informational picketing, performed outside of their working hours, which is unrelated to labor relations involving the Co-Employers or the Union), and that they will not otherwise approve, support or permit the existence or continuance of any of these acts.

(C) Union members will not engage in Union activity while such employees are on the Co-Employers' time, except as specifically permitted by this Agreement.

ARTICLE 5. MANAGEMENT RIGHTS

(A) Except to the extent specifically limited by express provisions of this Agreement, the Co-Employers retain the right to manage and operate all of their respective operations and activities.

(B) Among the rights of management, included by way of illustration and not by way of limitation, are:

- (1) the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services;
- (2) to establish classifications of work and the number of personnel required;
- (3) to determine the nature and number of facilities or departments to be operated and their locations;
- (4) to direct and control operations;
- (5) to maintain order and efficiency;
- (6) to continue and maintain operations as in the past;

- (7) to change existing operating methods, equipment or facilities;
- (8) to introduce new or improved operating methods, equipment or facilities;
- (9) to hire, recall, schedule, assign, transfer, promote, demote, suspend, or discipline or discharge for cause;
- (10) to establish and amend reasonable work rules and reasonable penalties for violation of such rules;
- (11) to make judgments as to ability and skills;
- (12) to determine work loads;
- (13) to establish and change work schedules;
- (14) to lay off employees because of lack of work, lack of funds or for other legitimate reasons; and
- (15) in all respects to carry out the ordinary and customary functions of management, provided such activities are not exercised in violation of any specific provision of this Agreement.

ARTICLE 6. UNION SECURITY Agency Shop

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

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

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

(D) For purposes of Article 6, an employee shall be deemed to be a member of the Union, or to be paying the required Union representation fee, unless and until a duly authorized officer of the council, or the local Union, shall notify the Co-Employers in writing that the employee is neither a member of the Union nor is paying the required Union representation fee.

(E) The Union shall indemnify the Co-Employers and hold them harmless against any and all suits, claims, demands, expenses or other forms of liability of whatsoever kind or nature, including, but not limited to, legal, court, administrative, or other fees or expenses, including actual reasonable attorney fees, and any back pay or other amounts directed to be paid to employees or others, that may arise out of or by reason of any action taken or not taken by the Co-Employers, at the request of the Union, for the purposes of complying with the Union Security, Dues Check Off, Representation Fee Check Off, and Remittance of Dues and Fees, Articles 6, 7, 8, and 9 of the Agreement, or taken or not taken in reliance on any authorization cards, lists or notices which may have been furnished to the Co-Employers under any of such provisions.

ARTICLE 7. DUES CHECK OFF

(A) The Co-Employer agrees to deduct from the wages of any employee who is a member of the Union or paying a Union “service fee” all Union membership dues or “service fee equivalents” uniformly required, if any, as provided in a written authorization. The written authorization form shall be executed by the employee and shall remain in full force and effect during the period of this Agreement, and may be revoked only by written notice given during the thirty (30) calendar day period immediately prior to the expiration of this Agreement. Notice of termination must be given by the employee to the Co-Employers and the Union.

(B) Dues and service fee equivalents will be authorized, levied and certified in accordance with the Constitution and Bylaws of the Union. Each employee and the Union hereby authorizes the Co-Employer to rely upon and honor certifications by the secretary-treasurer of the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of dues or service fee equivalents.

(C) The Co-Employer shall provide this service without charge to the Union.

ARTICLE 8. REPRESENTATION FEE CHECK OFF

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

(B) The amount of such representation fee or service fee equivalent will be determined as set forth in the Dues Check Off Article 7 of this Agreement.

(C) The Co-Employer shall provide this service without charge to the Union.

ARTICLE 9. REMITTANCE OF DUES AND FEES

(A) When Deductions Begin: Checkoff deductions under all properly executed authorizations for checkoff shall become effective at the time the application is signed by the employee and shall be deducted from the first pay period of the month following receipt of the written authorization by the Co-Employers, and each month thereafter during the existence of such authorization.

(B) Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to such address and to such financial officer of the Council as shall be designated in writing by the Council, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth calendar day of the month following the month in which they were deducted.

(C) The Co-Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

ARTICLE 10. UNION REPRESENTATION

(A) It is mutually recognized that the principle of proportional representation which reflects the increase and decrease in the work force is a sound and sensible basis for determining proper representation.

(B) The Union will be allowed to name one Chapter Chairperson, one Steward and one Alternate Steward to represent employees. The Alternate Steward shall function only in the absence of the regular Steward, but may function where an employee (grievant) states in writing, as part of Step 1 grievance process, Article 12(A)(1) that the employee (grievant) requests representation by the Alternate Steward rather than the Steward. The Co-Employers will be notified, in writing, of the names of such officer, steward and alternate. If more than one of such individuals are from any one office/department, at any time no more than one of such individuals may be away from their work stations on Union related business, including processing grievances, without specific written consent of the Co-Employers.

(C) With the prior approval of their immediate supervisor, the Unit Chairperson or Steward, as necessary, may spend a reasonable amount of time during their working hours (normally not to exceed one-half hour, but longer if necessary with the specific consent of their immediate supervisor) without loss or pay for the purpose of investigating and presenting grievances to the Co-Employers. Subject to staffing, scheduling and work requirements, the Co-Employers may require the Unit Chairperson or Steward to delay such investigation and/or presentation of grievances to a reasonable time which will not interfere with efficient operations by the Co-Employers.

(D) The Council #25 Field Representative may have discussions with an employee during regular business hours, upon prior approval of the employee's immediate supervisor, provided such activities do not interfere with the Co-Employers' operations.

(E) Employees covered by this Agreement will be represented in negotiations by the Council #25 Field Representative and by five (5) negotiating committee members from the bargaining unit: the Chapter Chairperson, the Steward, the Alternate Steward and two other members elected by the bargaining unit. Upon their appointment the Co-Employers shall be notified, in writing, of the names of the five negotiating committee members. The Co-Employers shall likewise be promptly notified in writing of any changes in the negotiating committee. All negotiating sessions by the parties shall commence at mutually agreeable times. Should the Co-Employers require such meetings to be during a negotiating committee member's normal scheduled hours, such member will be released for the purpose of attending such negotiation session, without loss of pay.

ARTICLE 11. SPECIAL CONFERENCES

- (A) (1) Special conferences for important matters will be arranged between the Chapter Chairperson and the Personnel Committee Chairperson or Co-Employers, or their designated representative, upon the request of either party.
- (2) Such meeting shall be between Management and normally not more than two (2) employee representatives of the Union unless additional representatives are necessary to provide factual data necessary at the meeting.
- (3) Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested.
 - (a) Matters taken up in special conferences shall be confined to those included in the agenda.
- (4) Conferences shall be held at a mutually convenient time.
 - (a) If the Co-Employers insist that such meeting be held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such special conference during their regular working hours.
- (5) This meeting may be attended by representatives of the Council and/or representatives of the International Union.

(B) The Union representatives may meet at a place designated by the Co-Employers on the Co-Employers' premises for not more than one-half hour immediately preceding the conference.

ARTICLE 12. GRIEVANCE PROCEDURE

- (A) (1) It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without interruption in the normal operations of the Co-Employers.
- (2) Employees are required to follow and to use this procedure in case they have any grievance, not otherwise resolved.
- (3) Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, but in any event the grievance, in order to become the basis for a claim, must be presented in writing within ten (10) calendar days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.
- (B) (1) Step 1:
- (a) Any grievance should be presented to the employee's immediate supervisor as soon as reasonably possible, but in any event within one week of the employee's awareness of the event upon which the grievance is based.
- (b) Step 1 grievances may be discussed with the employee's immediate supervisor during working hours by the aggrieved employee provided they do not leave their place of work.
- (c) If the grievance will be processed further through the grievance procedure, it shall be reduced to writing on forms provided by the Co-Employers (which shall be readily available to employees or stewards) and shall be dated and signed by the employee involved.
- (d) The written grievance shall, within ten (10) calendar days after the employee knew or should have known that the

cause of the grievance had occurred, be presented by the steward to the grievant's immediate supervisor.

- (e) The supervisor shall give written signed disposition within seven (7) calendar days after such written grievance is presented.

(2) Step 2:

- (a) If no satisfactory settlement is obtained in Step 1, the written grievance may, within seven (7) calendar days after answer at Step 1, be presented by the Chapter Chairperson to the County Clerk, or designate, for presentation to the Personnel Committee Chairperson.
- (b) The Chapter Chairperson shall countersign the grievance. The Personnel Committee Chairperson, or their designate, shall give written signed disposition within fourteen (14) calendar days following presentation at Step 2.

(3) Step 3:

- (a) If no satisfactory settlement is obtained in Step 2, the written grievance may, within fourteen (14) calendar days after answer at Step 2, be presented by the Chapter Chairperson to the County Board of Commissioners, or designee through the County Clerk, for discussion and disposition.
- (b) The Council #25 Field Representative will participate in any discussions with the Union at Step 3. The County Board of Commissioners, or designate, shall give their written signed disposition within fourteen (14) calendar days after the first regular meeting of the County Board of Commissioners following such presentation and discussion.

(4) Step 4:

- (a) If the grievance remains unsettled, and the Union or Co-Employers wish to carry the matter further, they shall, within thirty (30) calendar days after answer at Step 3, file a demand for arbitration in accordance with the American Arbitration Association Rules and Procedures. (An arbitrator may, however, be appointed by mutual agreement of the parties without necessity for arbitrator lists from AAA, and without otherwise filing a demand for arbitration with AAA, provided agreement to follow such procedure is mutually agreed upon within such thirty (30) day period.)
- (b) The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to, detract from or alter in any way the provisions of this Agreement; the arbitrator may, however, determine whether the Co-Employers have reasonably judged an employee's ability and skills.
- (c) While the arbitrator may interpret the provisions of this Agreement with respect to questions of timeliness, they shall have no authority to consider or adjust any grievance not presented within the time limits provided.
- (d) If it is determined by the arbitrator that an employee has been disciplined for just cause, other than discharge or suspension for more than three (3) working days, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Co-Employers.
- (e) The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay awards shall provide offset for any other earnings (except earnings that the employee earned over and above their normal wages while employed by the Co-Employers) by the employee during such period from any source, including unemployment.
- (f) The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

- (g) The expense of the arbitrator shall be shared equally between the Co-Employers and the Union. Each party shall be liable for any expenses incurred on its own behalf.

(C) Any grievance not answered by the Co-Employers within the time limits shall be deemed settled on the basis of the Union's last demand. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Co-Employers' last answer.

(D) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, including the specific facts upon which the employee relies, and the relief sought, and shall specify the numbers of the Articles and Sections of this Agreement under which the claimant believes they are entitled to relief. The numbers of such Articles and Sections may be revised no later than Step 3. No written grievance statement may contain more than one grievance without the consent of the Co-Employers. Any employee may process their grievance through the grievance procedure without Union representation, provided they so request, in writing, witnessed by a Union office or steward, and further provided that any such employee will thereby waive any right they may otherwise have to appeal of such grievance to arbitration.

(E) For the purpose of computing the number of days specified at all steps of the grievance procedure, day one shall be the calendar day following receipt of the grievance at any Step (or the day following the day the answer is given).

(F) Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, 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 13. DISCHARGE AND SUSPENSION

(A) The Co-Employer agrees to promptly notify in writing the employee and their steward of the allegations and provide the employee with an opportunity to respond prior to a discipline resulting in suspension or discharge.

- (B) (1) Discharged or suspended employees will be allowed to discuss their discharge or suspension with their steward (or with another bargaining unit employee if the steward and alternate are not readily available).

(2) The Co-Employers will make available an area where they may do so before they are required to leave the premises of the Co-Employer (except where continued presence of such employee might be harmful to the welfare of employees or others, or to the safety or efficient operation of the Co-Employer's facilities and operations).

(C) If the Employee requests in writing that their Steward not be present, the Co-Employer need not permit the Steward's presence, but a copy of such written request from the Employee shall be provided to the Chapter Chairperson.

(D) Grievances involving suspension or discharge shall be presented in writing at Step 2 of the grievance procedure within two (2) working days following written notification by the Co-Employer of such disciplinary action.

(E) The Chairman of the Personnel Committee, or designate, or the Co-Employer as applicable, will respond in writing within three (3) working days following receipt of such written grievance.

(F) Use of Past Record: In imposing any discipline on a current charge, the Co-Employer will not take into account any prior infractions which occurred more than two (2) years previously nor impose discipline on an employee for falsification of his employment application after a period of five (5) years from his date of hire.

ARTICLE 14. PROBATION

(A) A new employee's probationary period will normally be their first ninety (90) calendar days plus one additional workday (Monday through Friday excluding holidays) for each regularly scheduled workday not worked by them during such probationary period (as extended), but such probationary period may be extended by mutual agreement, in writing, between the Co-Employers and the Chapter Chairperson.

(B) Upon completion of their probationary period the employee's seniority will date back to their first day of work within such period.

(C) There shall be no seniority among probationary employees.

(D) The term "probationary employee" as used in this Agreement means a full-time or part-time employee who has not completed their probationary period.

(E) Probationary employees may be laid off, disciplined, or discharged as exclusively determined by the Co-Employers, with or without cause, provided this provision shall not be used for the purposes of unlawful discrimination because of Union activity.

(F) The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein, except discharged or disciplined employees for other than lawful Union activity.

ARTICLE 15. SENIORITY

(A) Seniority shall be on a co-employer-wide basis.

(B) Seniority for all regular employees shall be based upon their date of hire into a Union position.

ARTICLE 16. SENIORITY LISTS

(A) There shall be one seniority list for all regular full-time and regular part-time employees.

(B) The seniority list will show the date of hire, names, job titles and part-time/full-time status of all employees in the bargaining unit who have completed their probationary period and are entitled to seniority.

(C) Seniority lists will be revised and posted at least semiannually.

(D) Within fourteen (14) calendar days of posting of the seniority list (or such longer period as may be necessary for employees not aware of such list due to vacations, leaves of absence, etc.), each employee shall either sign the seniority list next to their name, in the place provided, or shall file a written, signed objection to the revision with the Co-Employers.

(E) The Union may also object to such revisions, in writing, within such fourteen (14) calendar day period.

(F) If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such lists, the Co-Employers may conclusively rely upon the accuracy of such list for all purposes of this Agreement and for purposes of future revisions of such lists.

(G) Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the grievance procedure.

ARTICLE 17. LOSS OF SENIORITY

(A) Employees shall lose their seniority and their employment may be terminated in any of the following events:

(1) If they retire.

- (2) If they quit.
- (3) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (4) If they are absent for three (3) consecutive workdays without notifying the Co-Employers, provided nothing herein shall be construed as prohibiting the Co-Employers from appropriately disciplining employees for unexcused absence or for absence without proper notification.
 - (a) The Co-Employers will notify the employee that their employment has been terminated in accordance with this paragraph, by certified mail, return receipt requested.
 - (b) Any grievance involving this paragraph shall be presented, in writing, at Step 2 of the grievance procedure, within five (5) calendar days following delivery of such notification to the employee, or to a responsible adult at the employee's last address on record with the Co-Employers.
- (5) If they are laid off for more than one year or, if they have more than one year seniority, if they are laid off for more than the shorter of a period equal to their seniority or twenty-four (24) consecutive calendar months.
 - (a) If an employee is recalled, or is awarded a posting and commences work following such award, any subsequent layoff shall start a new period for purposes of this paragraph; any period during which the employee works for the Co-Employers in any capacity, such as a temporary position, while continuing on layoff shall be added to the period but shall not commence a new period.
- (6) If they fail to indicate their desire to be continued on the records of the Co-Employers as available for recall to work within seven (7) calendar days after receipt of written notice from the Co-Employers (by certified mail, return receipt requested, addressed to the employee's last address on record with the Co-Employers) or upon return of such written notice by the postal service indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason.
 - (a) A copy of such notice from the Co-Employers shall be sent to the Chapter Chairperson.

- (b) The employee's response (or the response by the Chapter Chairperson on their behalf) shall be by certified mail, return receipt requested, or by any other reasonable method with written confirmation from the Co-Employers that such response on behalf of the employee was received by the Co-Employers within the required seven (7) days.
- (7) If they do not return to work as set forth in the recall procedure.
- (8) If they do not return as scheduled from vacation, sick leave or other leave of absence.
- (9) If they are off for more than twenty-four (24) consecutive months on workers' compensation, or if they fail to return to work (as scheduled) at the end of any period for which workers' wage compensation is payable or after which they have been medically certified that they are qualified to return to work.
- (10) (a) If they willfully make a false statement which is material on their application for employment or on their application for leave of absence provided an employee will not be disciplined for any such false statement after a period of five (5) years from the date of such application.

(b) Notwithstanding the above, exceptions may be made in appropriate circumstances upon mutual agreement in writing between the Co-Employers and the Union.

ARTICLE 18. SENIORITY OF OFFICERS AND STEWARDS

To the extent permitted by law, the Chapter Chairperson and the Steward, in that order, shall head the seniority list for the purposes of layoff and recall, in accordance with the Layoff and Recall Articles 19 and 20.

ARTICLE 19. LAYOFF

(A) The word "layoff" means a reduction in the working force due to lack of work, lack of funds or other legitimate reasons.

(B) Layoff will be based upon seniority in accordance with the following procedure so long as the remaining employees have the required qualifications, and sufficient skill and ability, with no more than a ten (10) workday familiarization period, to efficiently perform the work required:

- (1) Probationary employees within the layoff classification will be laid off first.

- (2) The least senior employees within the layoff classification will thereafter be laid off.
- (3) An employee who would otherwise be laid off from their classification may exercise their seniority by bumping into the classification of a less senior employee in the same pay grade in their office/department.
- (4) If there is no such less senior employee to bump, they may bump into the classification of the least senior employee in the bargaining unit in the same pay grade.
- (5) If there is no such less senior employee in the same pay grade, they may bump into a classification of a less senior employee in their same office/department with a lower pay grade.
- (6) If there is no such less senior employee in their office/department, they may bump into the classification of the least senior employee in the bargaining unit who is working in a classification in the next lower pay grade or, if none, into the classification of the least senior employee working in the pay grade below that, etc.

(C) Bumping to the classification of the least senior employee in the respective pay grade refers to employees exercising their seniority into the classification of the least senior employee for which the more senior employee has the necessary qualifications, skill and ability as above provided.

- (1) Any bumping, as above provided, must be exercised, in writing, within three (3) calendar days of notification of layoff.
- (2) Bumped employees will be given as much notice of layoff as reasonably possible, but not to delay the layoff, any other provisions concerning advance notice of layoff notwithstanding.
- (3) Bumped employees may themselves elect to bump as above provided.
- (4) If employees other than the least senior employees in the bargaining unit will be laid off the Co-Employers agree to meet with the Union in special conference to discuss the layoff and to minimize the disruption caused by the bumping process.

(D) For purposes of layoff and recall the “offices/departments” shall be as follows:

1. Building and Grounds Department;
2. Clerk-Register of Deeds Office;
3. Cooperative Extension Office;
4. Prosecuting Attorney's Office;
5. Public Transit Department;
6. Tax Equalization Department;
7. Treasurer's Department.

(E) Employees shall receive the wages for the classification into which they bump based on their years of continuous service with the Co-Employers.

(F) Employees to be laid off will receive at least thirty (30) calendar days advance notice of the layoff except in the case of emergency beyond the Co-Employers' control (i.e., fire, accidents, acts of God, etc.) in which event such advance notice as may be reasonable in the circumstances shall be given, but in no event to delay the effective date of layoff.

- (1) All employees who may be affected by such layoff, due to bumping, will be given notice of the impending layoff and the intended areas to be affected.
- (2) The Union will be given a list of the employees being laid off at the same time such notices are issued to the employees.

(G) Full-time and part-time positions will be considered separately for purposes of layoff; full-time employees may bump into part-time positions, but part-time employees may not bump into full-time positions, absent written consent of the Co-Employers and the Union.

(H) Grievances concerning this Layoff Article 19 shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Co-Employers of their intention to take specific action.

- (1) If such grievance is filed, the Union shall notify the Co-Employers, at the time of filing such grievance, of the names of the individuals it feels should not be laid off, and of the names of the individuals it feels should instead have been laid off.
- (2) If the Union fails to name the individuals it feels should be laid off, in accordance with the positions and number of employees to be cut back, the Co-Employers will not be liable for any retroactive pay to the employee who should not have been laid off with respect to any period prior to the beginning of the work week after agreement by the Co-Employers that the improper employee was laid off, or the beginning of the work week following receipt by the Co-Employers of such a decision by the Arbitrator.

ARTICLE 20. RECALL

(A) Recall will be based upon seniority in accordance with the following procedure so long as the employees have the required qualification, and sufficient skill and ability, with no more than a ten (10) workday familiarization period, to efficiently perform the work required:

(B) If, prior to the time all employees have been recalled, employees are working in classifications other than their normal classifications prior to layoff (the classifications held by them prior to layoff and prior to any bumping during layoff of elective recall during recall) and if permanent openings or vacancies occur in such normal classification, due to additional recall, or due to situations which would otherwise be covered by the Job Posting and Bidding Procedures Article 23, such employees, in the order of seniority, will be returned directly to their former classifications.

- (C)
- (1) The most senior employee on layoff whose normal classification was the recall classification prior to layoff will be recalled into such classification first.
 - (2) If there are laid off employees with greater seniority than those being recalled, notice of the intended recall shall also be sent to such employees. Such employees who would not otherwise be recalled may elect recall into another classification than their normal classification prior to layoff as follows:
 - (3) An employee who would not otherwise be recalled may exercise their seniority by electing recall into the classification of a less senior employee being recalled in the same pay grade as their normal classification in their normal office/department.
 - (4) If there is no such less senior employee otherwise being recalled, they may elect recall into the classification of the least senior employee being recalled in the bargaining unit in their normal pay grade.
 - (5) If there is no such less senior employee in the same pay grade being recalled, they may elect recall into a classification of a less senior employee being recalled in their normal office/department with a lower pay grade.
 - (6) If there is no such less senior employee in their office/department being recalled, they may elect recall into the classification of the least senior employee being recalled in the bargaining unit who is working in a classification in the next lower pay grade or, if none,

into the classification of the least senior employee being recalled working in the pay grade below that, etc.

- (7) Employees shall receive the wages for the classification into which they elect recall based on their years of continuous service with the Co-Employers.

(D) Electing recall to the classification of the least senior employee in the respective pay grade refers to employees exercising their seniority into the classification of the least senior employee who would otherwise be recalled for which the more senior employee has the necessary qualifications, skill and ability as above provided.

(E) Any recall election, as above provided, must be exercised, in writing, within three (3) calendar days after receipt (provided receipt is not later than return by the postal service as provided below) of notice of intended recall.

(F) Unless otherwise mutually agreed by the Co-Employers and the employee, such exercise of seniority must confirm that the employee will report for work in the recall date specified.

(G) Upon election of recall as above provided, any employee who is accordingly not recalled will be so notified by the Co-Employers as soon as reasonably possible, but in any event it shall be deemed that the employee electing recall is the one who has been notified of recall and that the employee who had accordingly been displaced had not been recalled at all.

(H) Employees displaced by the above election process may themselves exercise their seniority, in the manner provided, to displace other less senior employees who would otherwise be recalled.

(I) If employees other than the most senior employees in the bargaining unit will be recalled, the Co-Employers agree to meet with the Union in special conference to discuss the recall and to minimize the disruption caused by employee exercising of seniority during recall.

(J) Notice of recall shall be sent to the employee by certified mail, return receipt requested, addressed to their last address on record with the Co-Employers, with a copy to the Chapter Chairperson.

(K) If the employee fails to properly notify the Co-Employers that they will report for work on the date specified they shall be considered a quit and all seniority shall be terminated.

(L) Such notification shall be provided to the Co-Employers by the employee, or by the Chapter Chairperson on behalf of the employee, within five (5) calendar days after receipt by the employee of such written notice from the Co-Employers, or upon

return of such written notice by the postal service to the Co-Employers indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason; such notification by or on behalf of the employee must be within the five days provided, and must be confirmed in writing, but receipt of such written confirmation need not be within such five days.

(M) In proper cases, exceptions may be made (for example, to permit an employee employed elsewhere to give reasonable notice to such other Co-Employers). Until the recalled employee returns, the Co-Employers may fill such vacancy in any manner permitted by this agreement.

(N) Full-time and part-time positions will be considered separately for purposes of recall; full-time employees may elect recall into part-time positions, but part-time employees may not elect recall into full-time positions, absent written consent of the Co-Employers and the Union.

(O) Grievances concerning this Recall Article 20. shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Co-Employers of their intention to take specific action. If such a grievance is filed, the Union shall notify the Co-Employers, at the time of filing such grievance, of the names of the individuals it feels should be recalled, and of the names of the individuals it feels should accordingly not have been recalled. If the Union fails to name the individuals it feels should not have been recalled, in accordance with the positions and number of employees to be recalled, the Co-Employers will not be liable for any retroactive pay to the employee who should have been recalled with respect to any period prior to the beginning of the work week after agreement by the Co-Employers that the improper employee was recalled or the beginning of the work week following receipt by the Co-Employers of such a decision by the Arbitrator.

ARTICLE 21. TRANSFERS

If an employee is transferred to a non-bargaining unit position, but continues to be employed by the Co-Employers, and is thereafter transferred back to a bargaining unit position within twelve (12) calendar months, they shall accumulate seniority while working in such non-bargaining unit position with the Co-Employers, and shall retain all rights accrued for the purposes of any benefits provided by this Agreement. Employees who are not re-transferred to bargaining unit positions within such twelve (12) calendar months will, for the purposes of the Agreement, be considered to have lost their seniority and shall be entitled to no further benefits hereunder; upon rehire into a bargaining unit position they shall be treated as new employees. Exceptions may be made in appropriate circumstances upon mutual agreement, in writing, between the Co-Employers and the Union.

ARTICLE 22. TEMPORARY ASSIGNMENTS

(A) Employees assigned during the workday to an occupation having a lower rate of pay will be paid for all hours actually worked that day at their normal classification rate; employees assigned during the workday to an occupation having a higher rate of pay will receive such rate of pay for all hours actually worked at such occupation so long as they have worked at least one consecutive hour.

(B) (1) In cases of temporary vacancies due to vacations or approved leaves, other than extended leaves as hereafter provided, the Co-Employers will, to the greatest degree consistent with efficiency of the operation and safety of employees, offer to assign the employee in the office/department with the highest seniority, provided they are qualified for such position.

(2) For purposes of this paragraph, employees may be required to have sufficient qualifications, skill and ability to efficiently perform the work required.

(3) This paragraph shall apply only for a temporary vacancy which the Co-Employers expects to continue for at least one (1) full day but no more than sixty (60) calendar days.

(C) (1) If temporary vacancies, due to extended leaves (leave in excess of sixty calendar days, including sick leaves expected by the Co-Employers to extend beyond sixty days), require filling, the Co-Employers will assign employees as provided in the Job Posting and Bidding Procedures Article 23.

(2) For purposes of this paragraph, an employee will be deemed a qualified applicant if they have the required qualifications, and are reasonably expected to acquire sufficient skill and ability to efficiently perform the work required within a ten (10) workday familiarization period, rather than the twenty (20) day period provided in the Job Posting and Bidding Procedure Article 23.

(D) Assigned employees will receive the rate of pay of the position to which assigned for all hours actually worked while filling such vacancy.

(E) For assignments of less than one (1) day, for assignments of at least one (1) day but not more than sixty (60) days where there is no qualified employee available in the office/department as provided above, for temporary vacancies in excess of sixty (60) calendar days where there is no qualified employee available as above provided, and during any posting period, the Co-Employers may assign the work in any manner permitted by this Agreement.

ARTICLE 23. JOB POSTING AND BIDDING PROCEDURES

(A) Permanent vacancies (vacancies which the Co-Employers determine require filling due to the previous occupant's continuity of service being terminated or due to permanent promotion, or demotion, or permanent establishment of a new job or an additional job opening) in any job classification within the bargaining unit will be posted. (If the Co-Employers determine that a vacancy does not require filling, it will so notify the Union.) The Co-Employers will post notice of a permanent vacancy for a period of at least seven (7) calendar days (day one being the calendar day following the actual posting). Such posting will normally be within fourteen (14) calendar days following determination by the Co-Employers that such permanent vacancy requires prompt filling. Copies of such posting will be mailed to all bargaining unit employees who are on vacation or layoff.

(B) The posted notice shall set forth the minimum requirements for the position, including a copy of the most recent job description for the position. Interested employees shall apply in writing within the seven (7) calendar day posting period.

- (C) (1) The Co-Employers will fill the vacancy, from qualified applicants (applicants having the required qualifications as provided in the job description, and reasonably expected to be able to perform the work required within the twenty (20) day period hereafter provided), based upon seniority.
- (2) The Co-Employers will notify the Union, and all employees posting for the vacancy, of award of the position.
- (3) Employees may at any time post for classifications with higher pay grades.
- (4) Employees may post for classifications with equal or lower pay grades at any time with the consent of the Co-Employers but, absent such consent, employees awarded a posting will not be permitted to post for classifications with equal or lower pay grades until they have worked at least twelve (12) calendar months following award of such posting. If no applications are received by the Co-Employers from qualified employees within the bargaining unit, the vacancy may be filled from any other source.
- (D) (1) If, at any time during the first twenty (20) days actually worked on the new job after the employee is awarded the job, the employee notifies the Co-Employers that they are unable to perform the work, and the reasons therefor, or the Co-Employers notify the employee that they do not feel they are satisfactory in the new position, and the reasons therefor, the employee shall be returned to their former classification.

- (2) Such twenty (20) day period may be extended by mutual agreement of the Co-Employers and the Union.
- (3) If the employee returns (or is returned) to their former classification, the Co-Employers may fill the vacancy as provided above, without re-posting the opening, from the applicants for the original posting.
- (4) Any permanent vacancy created in the employee's former classification may be filled by posting, or may be filled for the duration of such twenty (20) day (or extended) period in any manner permitted by this Agreement but, while no employee need be assigned to the position until the Co-Employers determine such assignment is necessary, and while any assignment until made "permanent" by the Co-Employers will be deemed temporary, the Co-Employers will normally post the permanent vacancy created in the employee's former classification at least seven (7) calendar days prior to the day on which the Co-Employers believe they will fill such vacancy on a permanent basis.

(E) Employees transferring from one job classification to another will receive the rate of pay of the job they are performing, corresponding to that employee's pay grade prior to transfer.

- (F)
 - (1) Part-time employees may post for full-time positions but full-time employees posting for full-time positions will be deemed to have greater seniority than part-time employees posting for full-time positions.
 - (2) Full-time employees may post for part-time positions and will be deemed to have greater seniority than part-time employees for purposes of such posting.
- (G)
 - (1) Grievances concerning this Job Posting and Bidding Procedures Article 23 shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Co-Employers of the individual to whom it is awarding the position.
 - (2) If such a grievance is filed, the Union shall notify the Co-Employers, at the time of filing such grievance, of the name of the individual it feels should be awarded the position, and of the name of the individual it feels should accordingly not be awarded the position.
 - (3) If the Union fails to name the individuals it feels should not be awarded the position, in accordance with the number of employees

to be awarded the position, the Co-Employers will not be liable for any retroactive pay to the employee who should have been awarded the position with respect to any period prior to the beginning of the work week after agreement by the Co-Employers that the improper employee was awarded the position or the beginning of the work week following receipt by the Co-Employers of such a decision by the Arbitrator.

ARTICLE 24. LEAVES OF ABSENCE

(A) Unpaid leaves of absence for periods not to exceed the time limits listed below (extendable in the discretion of the Co-Employers) will be granted by the Co-Employers, in writing, without loss of seniority for:

- (1) Illness leave (physical or mental), verified by a certificate from a duly licensed physician, including maternity leave during periods of actual disability (two years);
- (2) Family leave – prolonged illness in the employee’s immediate family (as defined by the Sick Leave Article 32) requiring presence of the employee. Such illness shall be verified by a certificate from a duly licensed physician (one year);
- (3) Maternity leave – leave requested by the employee due to physical condition, not involving actual disability, during or immediately following pregnancy, including infant care requiring presence of the employee immediately following delivery (six months);
- (4) Serving in any elected or appointed position, public or Union (two years);
- (5) Educational leave for education of the employee deemed by the Co-Employers to be beneficial to the Co-Employers in the employee’s continued employment by the County (one year);
- (6) Other leaves for reasons deemed appropriate by mutual agreement of the Co-Employers and the Chapter Chairperson (one year);

(B) Employees shall continue to accrue seniority while on leaves of absence granted by the provisions of this Article 24 and shall be returned to the position they held at the time the leave of absence was granted, or to a position to which their seniority would entitle them pursuant to the provisions of the Layoff and Recall Articles 19 and 20.

- (C) (1) Bargaining unit members (no more than one in the same department and no more than two in total) selected to attend a

function of the Union, such as conventions or educational conferences, will be allowed time off without pay to attend, provided at least two weeks advance notice has been given to the Co-Employers.

- (2) Such time off will be allowed on less than two weeks notice provided there are qualified employees able to replace them (where the Co-Employers deem replacement necessary during such time off) without additional cost to the Co-Employers.
- (3) Upon advance written notification to the Co-Employers, eligible employees may use accrued vacation to provide pay during such absence.

ARTICLE 25. UNION BULLETIN BOARDS

(A) The Co-Employers will provide a bulletin board which may be used by the Co-Employers for posting job openings and other bargaining unit related notices, and by the Union for posting notices of the following types:

1. Notices of Union recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

ARTICLE 26. RATES FOR NEW JOBS

(A) When a new job is created within the bargaining unit, the Co-Employers will notify the Union of the classification, including job duties, and rate structure prior to its becoming effective.

(B) If the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to discussion and, if agreement is not reached, the Co-Employers may institute such proposed classification and rate but the Union may grieve the reasonableness of such rate directly to Step 3 of the grievance procedure.

ARTICLE 27. JURY DUTY

(A) Regular full-time and regular part-time employees who serve on jury duty (including employees who report for jury duty when summoned, whether or not used) will be paid the difference between the payment they received for such service (excluding travel and expenses) and the pay they would otherwise have received from the Co-Employers for regularly scheduled hours they would have worked had they not been performing such service, based upon their current base rate of pay exclusive of overtime or other premiums.

(B) Payment herein is conditioned upon prompt return to work following release for the remainder of their scheduled shift. Employees may be required to present proof that they did serve or report as jurors and the amount of pay received.

(C) The Co-Employers will pay the employee their full pay, with the employee reimbursing the Co-Employers for such payment received.

(D) If the employee has been paid their full pay, and does not reimburse the Co-Employers, the Co-Employers may deduct the amount which was to have been reimbursed (or the entire amount the Co-Employers paid the employee absent proof of the amount received for such duty) by payroll deduction.

ARTICLE 28. SAFETY COMMITTEE

(A) (1) The Union may designate a Safety Committee of not more than two (2) employees, one of whom shall be the steward, which shall meet with representatives of the Co-Employers at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions.

(2) Additional resource people may also be in attendance.

(3) If the Co-Employers insist that such meeting be held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such meetings during their regular working hours.

(B) The Union will cooperate with the Co-Employers in encouraging employees to observe safety rules and regulations prescribed by the Co-Employers and by law, and to work in a safe manner.

ARTICLE 29. EQUALIZATION OF OVERTIME HOURS

(A) The Co-Employers will attempt to distribute overtime among qualified regular full-time employees working in the same classification in the following manner: up-to-date lists showing overtime hours will be posted as needed in a prominent place in each building.

(B) Whenever overtime is required (other than overtime which is a continuation of work performed by an individual during the shift, or is a continuation of specific tasks where change of employees performing the work would affect efficiency), the person with the least number of overtime hours in the classification will be called first and so on down the list in an attempt to equalize the overtime hours of employees in the classification.

(C) For the purpose of this clause, an employee not working because they were unavailable, or did not choose to work, will be charged the average number of overtime hours of employees working during such overtime.

(D) Overtime hours will be computed from January through December of each year all employees in the classification being deemed to have equal overtime as of the start of each calendar year.

- (E) (1) If an employee believes the Co-Employers are not making reasonable efforts to distribute overtime equally in accordance with this Article 29, a grievance may be filed.
- (2) In such case, unless the arbitrator finds the Co-Employers have been fully advised of the alleged failure to properly distribute overtime and have intentionally abused the provisions of this Article 29, the arbitrator shall have authority only to require that employees be given the opportunity to work such overtime as may be necessary to accomplish the equalization determined by the arbitrator.

(F) It is recognized overtime will not be equal among employees at any given moment, but that an attempt will be made to equalize overtime, as above provided, over a period of time.

(G) Nothing herein shall be construed as limiting the Co-Employers' right to require overtime, as requiring the Co-Employers to assign work to any employee where such assignment would result in payment for the work at overtime rates when other employees, whether or not in the same classification, are available to perform such work at straight time rates, or as requiring the Co-Employers to assign overtime work to an employee where, in the Co-Employers' discretion, such assignment would be unreasonable due, for example, to the qualifications and ability of employees, working efficiency, etc., taking into account such matters as the employee's normal schedule of work and the amount of overtime they have been working.

ARTICLE 30. WORKER'S COMPENSATION On-The-Job Injury

(A) Each employee will be covered by the applicable Worker's Compensation laws.

(B) The Co-Employers further agree that an employee receiving worker's compensation will be paid out of such employee's accumulated sick leave an amount sufficient to make up the difference between the worker's compensation being received by such employee and their regular weekly earnings based on their normal scheduled work week, to the extent of such accumulated sick leave.

(C) Eligible employees may also use such accumulated sick leave during the first week of incapacity (as defined in the Michigan Worker's Disability Compensation Act) provided, if the employee subsequently receives worker's compensation for such first week of incapacity, they shall reimburse the Co-Employers for such sick leave received and shall have such sick leave restored to their accumulated sick leave.

(D) Except to the extent herein provided, or as otherwise specifically provided by this Agreement, such employees are entitled to no wages or fringe benefits pursuant to this Agreement prior to their return to work.

ARTICLE 31. WORKING HOURS, SHIFTS AND HOURS

(A) This Article 31 is intended to define the normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week.

(B) (1) Regular full-time employees shall not have their regular hours reduced in lieu of layoff without the consent of the Union.

(2) Similarly, regular part-time employees will not have their hours reduced in lieu of layoff, without the Union consent, below the minimum number of hours necessary to qualify them for prorated benefits.

(C) (1) The regular working day for full-time Courthouse employees (but excluding Building and Grounds and Public Transit Departments) will consist of seven (7) hours per day, normally 8:00 A.M. through 4:00 P.M., with a one (1) hour unpaid lunch period.

(2) The regular working day for full-time Building and Grounds Department employees will consist of seven and one-half (7.5) hours per day, either 7:00 A.M. through 3:30 P.M. or 11:30 A.M. through 8:00 P.M., with one (1) hour unpaid lunch period.

(3) The regular working day for full-time Public Transit Department employees will consist of seven and one-half (7.5) hours per day, normally 7:30 A.M. through 4:00 P.M., or 9:00 A.M. through 5:30 P.M., with a one (1) hour unpaid lunch period.

(4) The working day for part-time employees will be as scheduled by the Co-Employers.

(D) The Co-Employers shall give employees one (1) week prior notice of a change of starting time.

(E) The Co-Employers shall not alter the starting times to avoid the payment of overtime.

(F) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary to provide proper service to the public, and efficient operations by the Co-Employers.

(G) Such regular starting times for full-time employees may be modified by the Co-Employers, in their discretion, by up to one hour.

(H) Lunch periods may similarly be modified by the Co-Employers provided such unpaid lunch breaks shall be at least one-half hour, and not longer than one hour.

(I) Any greater modifications in such regularly scheduled hours than those provided herein shall be with the written consent of the Union and the Co-Employers.

(J) (1) Employees may take a fifteen (15) minute "break" in the A.M. and also a fifteen (15) minute "break" in the P.M., or the first half and second half of their regular shift, whichever may apply, such breaks to be confined to their building and not to interfere with the operation of the office/department.

(2) Such breaks are non-cumulative and may not be taken at the beginning or end of a work day or one-half day.

(K) (1) Employees called out for unscheduled or emergency work shall be guaranteed at least one hour's pay at the rate of time and one-half.

(2) Work which is contiguous with the employee's regular shift, including work continuing at the end of the employee's regular shift and work prior to but continuing into the employees regular shift, is not deemed "call-out" and is not covered by this paragraph.

ARTICLE 32. SICK LEAVE

(A) Regular full-time and regular part-time employees covered by this Agreement shall accumulate one (1) normal working day of paid sick leave allowance per month of employment.

(B) (1) Sick leave may be accumulated up to a maximum of nine hundred sixty (960) hours.

(2) However, all hours in excess of nine hundred sixty (960) hours may be placed in a sick leave bank.

(3) Employees must use all accumulated sick leave up to nine hundred sixty hours (960) hours before hours in the sick leave bank above nine hundred sixty (960) hours can be used.

- (4) All hours above nine hundred sixty (960) hours have no cash value.
- (C) (1) Sick leave will be granted to employees when they are incapacitated from the performance of their duties by sickness or injury, or when a member of their immediate family is afflicted with either a contagious disease to which the employee has been exposed that might jeopardize the health of other employees or a serious ailment requiring the employee's immediate presence.
- (2) Sick leave will not be granted for a slight illness or indisposition not incapacitating the employee from the performance of their regular duties.
- (3) Sick leave may be granted for detention at home or in a hospital due to illness or disability for which a physician, dentist or oculist (or other licensed practitioner of healing arts approved by the state) is qualified to certify.
 - (a) Sick leave, for the purpose of being treated professionally by a physician, dentist or oculist in their office will be granted only in the event that the appointment cannot be scheduled during off-duty hours.
- (4) Immediate family as used herein is defined as the employee's:

wife,	husband,
daughter,	son,
daughter-in-law,	son-in-law,
mother,	father,
mother-in-law,	father-in-law,

or other relatives who are members of the employee's immediate household for whom the employee has responsibility.

(D) The Co-Employers may require a physician's certificate, or other competent evidence certifying to the employee's inability to work due to sickness or injury, whenever it has reasonable grounds for believing an employee may be abusing sick leave.

(E) The Co-Employers further reserve the right, in appropriate cases, to have an employee, a physician, or another individual call at the home of the employee to check the case and make a complete report.

(F) Sick leave pay is based on the employee's normal base rate at the time of illness, exclusive of overtime or other premiums. Sick leave may be taken in one-half hour increments.

(G) An employee receiving holiday pay or otherwise either receiving pay for such day for any other purpose or not regularly scheduled to work the day, shall not be entitled to sick leave pay for such day unless otherwise specifically provided by the Agreement.

- (H) (1) Whenever reasonably possible, employees shall request sick leave in writing, and shall obtain the advance written approval of their immediate supervisor. Emergency absences shall be reported by phone or in person to the employee's immediate supervisor at the earliest possible time.
- (2) Except in case of emergency rendering the employee unable to provide such notice, employees in the Building and Grounds Department and Public Transit Department are expected to notify their immediate supervisor (or in the absence of such supervisor the designated representative) at least one hour prior to their scheduled starting time, and employees in the courthouse are expected to notify their immediate supervisor (or in the absence of such supervisor the designated representative) no later than one hour after their scheduled starting time.
- (I) (1) No unused sick leave shall have a cash value.
- (2) Except for employees retiring or terminating employment for reasons of disability, sick leave accrued to the credit of employees who are terminated, voluntarily or involuntarily, will automatically be canceled and such sick leave will not be reinstated if the employee is subsequently re-employed. (Employees reinstated by an arbitrator would have their sick leave reinstated).
- (3) An employee retiring or terminating employment for reasons of disability (entitling them to an immediate payment of retirement benefits or disability benefits through Social Security or the pension plan covering employees) shall receive fifty (50%) percent of their credited accumulated and unused sick leave at their regular hourly rate in effect at the time of such retirement or disability termination and, in addition, shall receive four (4) calendar week's pay based upon their normal base rate and regular scheduled hours of work.
- (J) (1) In cases of serious disability or ailment, employees may be granted up to five (5) days sick leave in advance of accrual, but not in excess of their unused accrued vacation.
- (2) Their unused accrued vacation will be reduced by the amount of such advance sick leave, but will be re-credited as the sick leave is earned.

- (3) Employees may not use accrued vacation advanced as sick leave until the sick leave has been earned and re-credited to their accrued vacation.
- (4) At the end of their vacation year the employee's accrued vacation will be permanently reduced by the amount of such advance sick leave which has not been re-credited unless, prior to the end of such vacation year, the employee has elected in writing to carry such sick leave advance over, for up to six (6) calendar months, into the following vacation year.
- (5) If such sick leave in advance has not been re-credited to their accrued vacation within such six (6) month period.
- (6) At the end of such six (6) months any sick leave advance which has not been re-credited will be permanently deducted from their accrued vacation.

(K) Employees may donate up to a maximum of three (3) days per year to an employee(s) who are in need of sick time out of the Nine Hundred Sixty (960) hours of accumulated sick leave only, and not out of additional sick leave bank hours.

ARTICLE 33. FUNERAL LEAVE

(A) An employee shall notify the Co-Employers when death occurs in their immediate family and, so long as they attend the funeral or memorial service, they will be excused for three (3) consecutive working days, one of which must be the day of the funeral or memorial service.

- (1) The employee's "immediate family" as used herein, is defined as the following persons:

wife,	husband,	daughter,	son,
mother,	father,	daughter-in-law,	son-in-law,
mother-in-law,	father-in-law,	brother-in-law,	sister-in-law,
brother,	sister,	grandparents,	grandchildren,
stepchildren, and	stepparents.		

(B) Up to two additional days may be permitted in the case of death of the employee's wife, husband, son, daughter, father, mother, father-in-law, mother-in-law, brother or sister for arranging the funeral and settling the affairs of the deceased, where the employee has been named in the deceased's will as, or appointed as, the personal representative of the deceased, provided such days must be used within six (6) calendar months of the date of death.

(C) Regular full-time and regular part-time employees will be paid for their scheduled shifts not worked during such absence as hereinafter provided.

- (1) Funeral pay for regular full-time and regular part-time employees shall be based upon the employee's normal scheduled workdays (excluding overtime), and their base rate of pay exclusive of overtime or other premiums.
- (2) In no event will funeral leave be paid when it duplicates pay received for time not worked for any other reason.

(D) Two (2) calendar days of extended funeral leave may be granted to an employee if there is extended travel involved in the funeral for those family members listed above.

- (1) These two days of extended funeral leave shall be deducted from the employee's accrued sick leave and may only be granted when the distance to be traveled for the funeral extends beyond a distance of three hundred (300) miles from Manistique, Michigan.

(E) For employees with sufficient accrued sick leave, an employee, upon written request, will be granted extended funeral leave, to be deducted from accumulated sick leave, not to exceed seven (7) calendar days, if the death is that of a spouse or minor child living with the employee.

(F) Documentation may be required by the Co-Employers, for example, to establish time and location of the funeral.

ARTICLE 34. TIME AND ONE-HALF - OVERTIME

(A) Unless compensatory time is given as hereinafter provided, time and one-half will be paid as follows:

- (1) for all hours actually worked over seven and one-half (7.5) hours (or eight (8) for employees regularly scheduled to work eight (8) hours) in one day; qualified employees are entitled to daily overtime notwithstanding that they may not meet weekly overtime requirements;
- (2) for all hours actually worked over forty (40) per week;
- (3) for all hours actually worked on holidays that are defined in this Agreement, in addition to holiday pay.

(B) Upon mutual agreement of the employee and the Co-Employers, in writing, compensatory time off may be given in lieu of overtime compensation.

- (1) Employees may accrue a maximum of two hundred forty (240) hours of compensatory time (representing one hundred sixty (160) hours of overtime actually worked).
- (2) Upon reaching such limits the employee will receive cash for hours of overtime worked in excess of such maximum accrual.
- (3) Compensatory time off may be taken by the employee at a time mutually agreeable to the employee and their immediate supervisor.
- (4) Employees will be allowed to use accumulated compensatory time off within a reasonable period after requesting the use of such time unless to do so would unduly disrupt the Co-Employers' operations.
- (5) Payment for compensatory time off will be at the employee's regular rate existing at the time the employee receives the payment.
- (6) Upon termination of employment (voluntary or involuntary, including retirement or death), an employee who has accrued compensatory time off will be paid for unused compensatory time at the employee's regular rate at that time.

(C) Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

ARTICLE 35. HOLIDAY PROVISIONS

(A) The following are regularly scheduled paid holidays:

New Year's Eve Day	December 31
New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day.....	Third Monday in February
Good Friday	
Memorial Day.....	Last Monday in May
Independence Day.....	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving Day	

Christmas Eve DayDecember 24
Christmas DayDecember 25
Employee's Birthdaymay be taken during the pay period in which it falls as mutually agreed upon by the Co-Employers and employee.

- (B) (1) Should a holiday fall on Saturday, Friday, but not Saturday, shall be considered as the holiday for pay purposes under this Article 35. Should a holiday fall on Sunday, Monday, but not Sunday, shall be considered as the holiday for purposes of paid holidays under this Article 35.
- (2) This paragraph shall cover the Christmas and New Years holidays exclusively. Should a holiday fall on a Saturday and Friday is also a holiday, Monday shall be considered the holiday for pay purposes under this Article 35. Should a holiday fall on Sunday and Monday is also a holiday, Friday shall be considered the holiday for pay purposes under this Article 35.

(C) To be eligible for holiday pay, employees must be regular full-time employees or regular part time employees who have completed their probationary period, must have earnings during the pay period for hours actually worked (or be on vacation or paid leave), must actually work their last regular scheduled shifts prior to and immediately following the holiday, and must actually work the holiday as scheduled, unless they have failed so to work their shifts before, after, or on the holiday because of vacation or paid leave.

- (1) Substantiation may be required by the Co-Employers.

(D) Holiday pay for regular full-time employees will be based upon their normal scheduled workday (excluding overtime) and their base rate of pay exclusive of overtime or other premiums.

(E) Regular part-time employees will receive prorated holiday pay (paid on the regular payday for the first full pay period following the end of their anniversary year), such pay to be prorated by multiplying the number of holidays for which they were eligible in their prior anniversary year by the number of hours paid to them (excluding overtime) during such anniversary year and dividing by 260 (but such total hours not to exceed the number of hours for which regular full-time employees would be eligible), and multiplying by their base rate of pay exclusive of overtime or other premiums.

ARTICLE 36. PERSONAL LEAVE

(A) Regular full-time employees who have completed their probationary period per Article 14, and who continue to be scheduled and to actually work as regular full-

time employees, will be allowed up to two (2) personal leave days per anniversary year (the anniversary year being the 12 month period from the employee's date of hire).

(B) Personal leave pay for regular full-time employees with sufficient accrued personal leave will be based upon the employee's normal scheduled workday (excluding overtime) and their base rate of pay exclusive of overtime or other premiums.

(C) Such days shall normally be scheduled with the employee's immediate supervisor, confirmed in writing, at least twenty-four (24) hours in advance. Personal leave days will normally be granted at the times desired by the employees so long as work schedules and personnel requirement permit.

ARTICLE 37. VACATIONS

(A) Regular part-time and regular full-time employees will earn credits toward vacation with pay in accordance with the following schedule.

(B) The indicated number of hours of vacation (prorated as hereafter provided) will be deemed earned as of the end of the employee's anniversary year (the twelve month period following the employee's date of employment).

Vacation Schedule

<u>NUMBER OF COMPLETED YEARS CONTINUOUS SERVICE</u>	<u>MAXIMUM NUMBER OF HOURS VACATION TO WHICH ENTITLED AT ANNIVERSARY DATE</u>	<u>WEEKS EARNED</u>
At least one year but less than two years	40	one (1) week
At least two years but less than five years	80	two (2) weeks
At least five years but less than ten years	120	three (3) weeks
At least ten years but less than fifteen years	160	four (4) weeks
Fifteen years or more	200	five (5) weeks

(C) An employee to be eligible for a vacation in any calendar year must have one year or more of continuous service and must have actually worked at least seven hundred eighty (780) hours during the twelve (12) month period preceding the anniversary date of their employment.

(D) To the extent reasonably possible vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Co-Employers and shall be subject to work schedule and personnel requirements.

(E) Vacations must normally be taken in a period of consecutive days.

(1) With the written consent of the employee's immediate supervisor, vacations may be split into one or more days, or portions of days (in one-half hour increments, with a one hour minimum per occurrence) provided such scheduling does not interfere with the operations of the office/department.

(F) Vacation time cannot be accumulated.

(1) Unless an employee has failed to take their vacation within the vacation year at the direction of the Co-Employers (in which event the employee and the Co-Employers shall mutually agree upon the period during which such carry over vacation may be taken), an employee who fails to take their vacation within the vacation year in which they are entitled to it (the anniversary year following the employee's anniversary year of accrual) shall forfeit such vacation time off and the vacation pay.

(G) Employees must normally take vacation time off in order to receive vacation pay; the employee and their immediate supervisor may, however, mutually consent, in writing, to pay allowance in lieu of time off for vacation period.

(H) When a holiday for which the employee is eligible for holiday pay pursuant to the Holiday Provisions Article 35, is observed by the Co-Employers during an employee's scheduled vacation, and the employee would otherwise be scheduled to work the holiday, the employee will receive holiday pay for such holiday but they will not be deemed to be on vacation on such holiday.

(1) In such event, unless otherwise mutually agreed by the employee and their immediate supervisor in writing, their vacation will be extended one day continuous with such vacation.

(I) If an employee becomes ill and is under the care of a duly licensed physician during their vacation, such that they are paid sick leave pursuant to the paid Sick Leave Article 32, their vacation will be rescheduled.

(1) If their incapacity continues through the end of the employee's vacation year, they will be awarded pay in lieu of vacation, but such pay in lieu of vacation shall not duplicate sick pay.

(2) At the employee's option, in writing, instead of such vacation pay they may elect to carry-over such unused vacation for up to six (6) calendar months following the end of their vacation year.

- (3) If such vacation carry-over is not used in full within such six (6) months period, they will, at that time, be awarded pay in lieu of such unused vacation, but not to duplicate sick pay.
- (4) To the extent employees receive vacation pay for days not worked during the year, they shall not receive sick pay for the same days.

(J) Vacation pay shall be based upon the employee's normal base rate at the time of their vacation.

(K) Regular full-time and regular part-time employees who have been paid (excluding overtime) less than two thousand eighty (2,080) hours in their anniversary year of accrual shall accrue prorated vacation, such proration being determined by totaling the number of hours paid to the employee (excluding overtime), dividing such sum by two thousand eighty (2,080) hours and multiplying such fraction by the number of hours of vacation to which they would have been entitled had they been entitled to a non-prorated vacation.

(L) Employees who are laid off, retire, or otherwise sever their employment will be paid for any accrued but unused vacation.

- (1) Such accrual is based upon the employee's vacation earned, during the anniversary year prior to the year of their termination, which has not been used by them during the year in which their employment is terminated plus, for employees terminated other than by discharge, the prorated vacation to which they would be entitled based upon hours paid during the year in which their employment is terminated.

(M) If a regular payday falls during an employee's vacation:

- (1) they may designate another employee, in writing, as authorized to receive such paycheck for them, or
- (2) they may leave a bank deposit slip with the payroll department and request, in writing, that the payroll department mail their paycheck directly to the bank for deposit.
- (3) If a regular payday falls during an employee's vacation and they desire to receive their vacation pay in advance of their vacation they must request such vacation pay advance at least three (3) weeks prior to commencement of their vacation.

ARTICLE 38. LONGEVITY

(A) Regular full-time employees [and regular part-time employees who have been paid (excluding overtime) for at least one thousand eight hundred twenty (1,820)

hours during the eligibility year (December 1)] shall be entitled to longevity payments as hereinafter provided.

(B) Such payments shall be made on the first regular payday in November of each year and shall be based upon the employee's years of employment completed as of December 1st of the payment year.

(C) Employees who retire directly from the County shall receive a longevity payment on a pro-rata basis.

The longevity schedule is as follows:

<u>After Years of Service</u>	<u>Amount</u>
5 - 9	\$200.00
10 - 14	\$250.00
15 - 19	\$300.00
20 - thereafter	\$750.00

ARTICLE 39. RETIREMENT BONUS

Regular full-time employees who exercise retirement benefits under the retirement plan then in effect shall be entitled to a one-time retirement bonus based on the formula of Fifteen Dollars (\$15.00) for each continuous year of service rendered by the retiree.

ARTICLE 40. INSURANCE COVERAGE

- (A) (1) The Co-Employers agree to pay ninety-five percent (95%) of the total single, two (2) person or family premium for health insurance coverage for each regular full-time employee, **beginning on the 91st day of full-time employment**, in accordance with the insurance coverage agreement with the carrier. Employees electing sponsor dependent and/or family continuation coverage are responsible for payment of the premium differential by payroll withholding.
- (2) The remaining five percent (5%) of the total single, two (2) person or family premium shall be paid by the employee by payroll withholding.
- (3) **The insurance coverage is to be; MEBS/BC/BS Community Blue Option 15 with MEBS wrap option to PPO I with a \$250/\$500 deductible, \$10/\$60 drug card with the employer to reimburse employees to a \$10/\$20 drug card, Dental Plan I and VCA 80 Vision.**

- (4) **Insurance coverage will also include the U.P. Blue Rider.**
- (5) The choice of the carrier shall be at the discretion of the Co-Employer.
- (6) The Co-Employer shall have the right to change carriers at their discretion.
- (7) The Co-Employers shall have the right to self-insure in whole or in part at their discretion.
- (8) The health insurance benefit levels and plan design shall be at the discretion of the Co-Employers provided the benefits remain substantially equivalent to, or better than, those currently provided.
- (9) For approved leaves of absence not extending beyond the end of any calendar month, the Co-Employers will continue to pay such insurance premiums for coverage through the end of such calendar month. For employees on paid sick leave, the Co-Employers will continue to pay such insurance premiums for coverage through the end of the last month in which they received paid sick leave, provided they use their accumulated sick leave continuously during such leave. For employees on worker's compensation leave, the Co-Employers will continue to pay such insurance premiums for coverage for up to an additional one month per year of service, not to exceed a total of six months premiums for any one compensational injury or illness (notwithstanding temporary return to work during such period).
- (10) The employer agrees to pay prorated premiums for health insurance coverage for each regular part-time employee making such request in writing one (1) month in advance of coverage, to be paid as above provided for full-time employees, subject to premium pro-ration as follows: Employees regularly working more than twenty-one (21) hours per week but less than thirty (30) hours per week may elect to receive health insurance under the group rate with the employee paying the full cost of such coverage.

Employees regularly working thirty (30) hours per week but less than thirty-five (35) hours per week may receive prorated health insurance in accordance with the proration formula in this section; such employee will also be eligible for a prorated share of the annual amount paid in lieu of the hospitalization, medical and dental and/or additional life insurance coverage, in accordance with Article 40 section (H).

A part-time employee making request for such prorated insurance benefits must place on deposit with the Employer an adequate amount to cover at least one month's insurance premium, or must make other arrangements acceptable to the Employer to assure that the Employer will be paid in full for payment of such premiums on behalf of the employee. At the end of each two month period the Employer will reimburse the employee, or otherwise credit the employee as appropriate, for a prorated share of the premium for that month, not to exceed ninety-five percent (95%) of the premium. The prorated premium formula for each month shall be calculated by dividing the number of regular straight time hours paid to the employee that month by the regular straight time hours available for a full time position to be worked for that month.

(B) For each regular full-time employee, the Co-Employers agree to pay the full individual premium for group life insurance coverage, subject to the terms of the agreement with the carrier, face value Ten Thousand Dollars (\$10,000), the choice of the carrier to be at the discretion of the Co-Employers. Upon retirement, the employee shall have the option to purchase the \$10,000.00 group life insurance policy through the County.

(C) Regular part-time employees may participate in the County's group life insurance coverage at their own expense and at no additional cost to the County; such premiums shall be prepaid and shall be made through the automatic payroll deduction process.

(D) If the Co-Employers intend to change any of the insurance carriers providing benefits pursuant to this Agreement or to change the terms of any insurance plans or to utilize a third party administrator it will so notify the Union 30 days in advance. The parties shall meet for the purpose of negotiating such proposed changes. In the event the parties are unable to reach agreement, the Employer may implement its last best offer so long as the changes the Employer is implementing are consistent with the terms of the plans provided to elected officials, department heads, and all other non-union employees.

- (E) (1) Eligible regular full-time employees who do not elect to receive the hospitalization, medical and dental coverage may receive, upon written request, an annual amount not to exceed **Two Thousand five Hundred Dollars (\$2,500.00)** in lieu of the hospitalization, medical and dental coverage.
- (2) Such amount will be paid out at the end of six months and 12 months and at termination or retirement, on a pro-rata basis.
- (3) Those employees currently receiving additional life insurance at county expense will continue that benefit, however additional life

insurance is no longer offered in addition to monies in lieu of medical insurance.

- (F) (1) Eligible regular part-time employees who do not elect to receive the prorated hospitalization, medical and dental coverage, may upon written request to the Co-Employers, receive an annual prorated amount not to exceed **Two Thousand five Hundred Dollars (\$2,500.00)** in lieu of the hospitalization, medical and dental coverage.
- (2) Such amount will be paid out at the end of six months and 12 months and at termination or retirement, on a pro-rata basis.
- (3) Those employees currently receiving additional life insurance at county expense will continue that benefit, however additional life insurance is no longer offered in addition to monies in lieu of medical insurance.

(G) Except as otherwise specifically provided, the Co-Employers' obligation for payment of insurance premiums shall continue with respect to any employee only while they are active full-time employees with earnings from the Co-Employers for hours actually worked; such obligation shall terminate when an employee retires, quits, is discharged, laid off, on leave, or for any other reason terminates active employment with the Co-Employers. The Co-Employers will, however, continue to pay the premiums necessary for an eligible employee's insurance coverage during jury duty, funerals and paid personal leaves, vacations and holidays, and for limited coverage during paid sick leaves as provided in this Article 40. Part-time employees are eligible for limited prorated premiums as provided.

(H) The Co-Employers, by payment of the premiums for insurance coverage as herein specified, shall be relieved of any further obligation or liability with respect to such benefits or coverage. The sole obligation of the Co-Employers hereunder shall be payment of the insurance premiums. If the Co-Employers believe they are no longer obligated to pay insurance premiums on behalf of an employee they will, except in the case of termination of employment or other cases where the employee should already be aware of such termination of premium payments, attempt to so notify the employee, by certified mail to the employee's last address of record with the Co-Employers, prior to ceasing such premium payments. If any dispute should arise concerning whether the Co-Employers are obligated to pay premiums for the employee, the employee must arrange for continuance of insurance coverage, if they so desire, through the Co-Employers' group policy if available, the sole remedy against the Employer for failure to pay such premiums being reimbursement of said premiums to the appropriate party.

(I) An employee, to be eligible for benefits, must make proper application with the Co-Employers, and must keep the Co-Employers informed of any changes in their family, coverage desired, beneficiaries or other information affecting insurance status.

The effective date for coverage, or for changes in coverage, will be the earliest date permitted by the insurance carrier following notification of such change by the Co-Employers (or the employee's eligibility date, if later). Any employee whose benefits have been terminated must make proper application for resumption of benefits before benefits will again be provided.

(J) If employees wish to continue coverage during periods when the Co-Employers' obligation does not exist they shall have sole responsibility for making arrangements necessary for continuance of such coverage at their own expense. The Co-Employers will notify insurance carriers of changes requested by employees within a reasonable period following notice to the Co-Employers. It is, however, the employee's obligation to assure that proper and complete information has been provided and that they are receiving the desired insurance benefits. It is also the employee's responsibility to make adequate provision for any required advance payment of premiums when such responsibility for premiums is that of the employee. Accordingly, although the Co-Employers will make reasonable efforts to notify employees prior to termination of their benefits, where the obligation for payment of such premiums is that of the employee the Employer may automatically terminate insurance benefits due to the employee's nonpayment of necessary premiums.

ARTICLE 41. COMPUTATION OF BENEFITS

All hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement unless hours actually worked are otherwise specified.

ARTICLE 42. SEPARABILITY AND SAVINGS CLAUSE

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort, or court, or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision or application shall be deemed invalid (except to the extent permitted by law), but all other provisions hereof shall continue in full force and effect.

ARTICLE 43. GENERAL PROVISIONS

(A) It is the continuing policy of the Co-Employers and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination.

(B) Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination, including, without limitation, settlements and consent judgments.

(C) This Agreement may be modified at any time by mutual written agreement of the Co-Employers and the Chapter Chairperson, such amendment, unless otherwise specified, to become a part of this Agreement without modifying, or changing any other terms of this Agreement. Any Agreement reached between the Co-Employers and the Chapter Chairperson is binding on all employees affected and cannot be changed by any individual.

(D) Employees shall immediately notify the Co-Employers, in writing, of their current name, address and telephone number, and of any changes therein, and also of any changes which would affect insurance or other benefits.

- (1) The Co-Employers may rely upon the employee's name, address, telephone number and other information shown on their records for all purposes involving their employment and this Agreement.
- (2) The Co-Employers will notify the Union of any changes in an employee's name or address promptly following such notification by the employee (unless confidentiality has been requested, in writing, by the employee).

- (E) (1) Every employee must and hereby agrees to have such physical examinations, from a physician of the Co-Employers' choice (provided the employee may, upon written notification to the Co-Employers, object to use of a particular physician based upon specific problems encountered between that physician and the employee in the past), as are reasonably required from time to time by the Co-Employers, and paid for by the Co-Employers, to establish or reestablish the employee's physical fitness to perform their work. (Such examinations may be required of all employees on a regular basis, such as annual or biennial physicals, or may be required of individual employees under proper circumstances, such as, but not limited to, employees claiming physical disability, employees having physical conditions requiring regular examinations for safety or other job related reasons, employees desiring to return to work following an accident, sick leave or extended layoff, employees requesting transfer to jobs requiring greater physical effort, etc.)
- (2) Upon request by the employee the Co-Employers will notify the employee in writing of the specific reasons for such examinations.
 - (3) While employees will not be compensated for time spent in connection with such physical examinations, employees required by the Co-Employers to attend such physical examinations during their regular working hours will receive the pay they would otherwise have received from the Co-Employers for regular

scheduled hours they would have worked had they not attended such physical examinations, based upon their current base rate of pay exclusive of overtime or other premiums.

- (4) Employees failing to pass physical examinations may employ a qualified medical examiner of their own choosing and at their own expense to conduct a further physical examination for the same purpose.
- (5) If the findings of the employee's medical examiner disagree with the Co-Employers', a copy of the employee's medical examiner's findings shall be furnished to the Co-Employers and the Co-Employers, at the request of the employee, will agree with the employee on a third qualified and disinterested medical examiner for the purpose of making a further medical examination of the employee for the same purposes (the cost of such third medical examiner to be shared equally between the Co-Employers and the employee) and the finding of such third medical examiner shall determine disposition of the case.
- (6) A copy of the employee's job description and duties will be provided to the physicians.
- (7) The physical examination will be limited to a determination of the employee's physical fitness to perform their job duties.
- (8) Unless the physician indicates that for appropriate reasons he should not do so, a copy of the medical examiner's findings will be furnished to the employee.
- (9) In all cases the specific results of the physical examination will be kept confidential.
- (10) This provision is applicable only to administration of this Collective Bargaining Agreement and is not intended to restrict any of the Co-Employers' rights under the Michigan Worker's Disability Compensation Law or otherwise.

(F) 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 all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement.

- (1) Therefore, the Co-Employers and the Union, for the term 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 referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

(G) The entire Agreement between the parties as set forth in this written instrument expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

(H) The parties agree that the collective bargaining agreement will be signed and distributed within thirty (30) days of ratification. The parties further agree to distribute the agreements to their respective parties.

(I) The Co-Employers agree to pay for license renewal costs associated with the bus driver classification's CDL Passenger Endorsement.

ARTICLE 44. PENSIONS

The County shall provide the Municipal Employees Retirement System (MERS) for AFSCME employees:

(A) MERS defined benefit B-3 Plan with FAC 3 with F-55 yrs/20 yrs waiver with E-2 cost of living rider and V-10 vesting.

ARTICLE 45. JOB CLASSIFICATIONS, PAY GRADES AND RATES

I. Job Classifications & Departments (Offices)

Building and Grounds Department	Custodial Worker Maintenance Worker
Clerk-Register of Deeds Office	Bookkeeper/Accountant/Clerk Clerk/Circuit Court Clerk Clerk/Typist/Statistician/Recording Clerk Deputy County Clerk/Deputy Register of Deeds
Cooperative Extension Office	Office Manager/Secretary (CE)
Public Transit Department	Bus Driver
Prosecuting Attorney	Legal Secretary/Office Manager

Tax Equalization Department

Child Support Coordinator

Office Manager/Secretary (TE)
Property Appraiser

Treasurer's Department

Clerk Typist
Deputy County Treasurer

II. Pay Grades and Rates EFFECTIVE MARCH 2, 2009

<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	
Property Appraiser	N	\$14.76	\$15.43	\$16.84	\$17.03	
<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>After 1 year</i>	<i>After 2 years</i>	<i>After 3 years</i>	<i>After 4 years</i>
Deputy County Clerk-Register of Deeds	H	\$13.27	\$13.95	\$15.39	\$15.57	\$15.75
Deputy County Treasurer	H	\$13.27	\$13.95	\$15.39	\$15.57	\$15.75
Legal Secretary/ Office Manager	H	\$13.27	\$13.95	\$15.39	\$15.57	\$15.75
Bookkeeper/Acct/Clerk	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Child Support Coordinator	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Clerk/Circuit Court Clerk	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Clerk/Typist/Stat-Rec.	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Clerk Typist	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Office Mgr./Sec. (CE)	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Office Mgr./Sec. (TE)	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Maintenance Worker	F	\$12.78	\$13.45	\$14.86	\$15.02	\$15.18
Bus Driver	C	\$12.65	\$13.30	\$14.70	\$14.85	\$15.00
Custodial Worker	C	\$12.65	\$13.30	\$14.70	\$14.85	\$15.00

III. Pay Grades and Rates EFFECTIVE JANUARY 1, 2010

<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	
Property Appraiser	N	\$15.06	\$15.73	\$17.14	\$17.33	
<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>After 1 year</i>	<i>After 2 years</i>	<i>After 3 years</i>	<i>After 4 years</i>

Deputy County Clerk- Register of Deeds	H	\$13.57	\$14.25	\$15.69	\$15.87	\$16.05
Deputy County Treasurer	H	\$13.57	\$14.25	\$15.69	\$15.87	\$16.05
Legal Secretary/ Office Manager	H	\$13.57	\$14.25	\$15.69	\$15.87	\$16.05
Bookkeeper/Acct/Clerk	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Child Support Coordinator	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Clerk/Circuit Court Clerk	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Clerk/Typist/Stat-Rec.	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Clerk Typist	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Office Mgr./Sec. (CE)	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Office Mgr./Sec. (TE)	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Maintenance Worker	F	\$13.08	\$13.75	\$15.16	\$15.32	\$15.48
Bus Driver	C	\$12.95	\$13.60	\$15.00	\$15.15	\$15.30
Custodial Worker	C	\$12.95	\$13.60	\$15.00	\$15.15	\$15.30

IV. Pay Grades and Rates EFFECTIVE JANUARY 1, 2011

<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	
Property Appraiser	N	\$15.36	\$16.03	\$17.44	\$17.63	
<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>After 1 year</i>	<i>After 2 years</i>	<i>After 3 years</i>	<i>After 4 years</i>
Deputy County Clerk- Register of Deeds	H	\$13.87	\$14.55	\$15.99	\$16.17	\$16.35
Deputy County Treasurer	H	\$13.87	\$14.55	\$15.99	\$16.17	\$16.35
Legal Secretary/ Office Manager	H	\$13.87	\$14.55	\$15.99	\$16.17	\$16.35
Bookkeeper/Acct/Clerk	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Child Support Coordinator	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Clerk/Circuit Court Clerk	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78

Clerk/Typist/Stat-Rec.	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Clerk Typist	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Office Mgr./Sec. (CE)	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Office Mgr./Sec. (TE)	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Maintenance Worker	F	\$13.38	\$14.05	\$15.46	\$15.62	\$15.78
Bus Driver	C	\$13.25	\$13.90	\$15.30	\$15.45	\$15.60
Custodial Worker	C	\$13.25	\$13.90	\$15.30	\$15.45	\$15.60

IV. Pay Grades and Rates EFFECTIVE JANUARY 1, 2012

<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>Level I</i>	<i>Level II</i>	<i>Level III</i>	
Property Appraiser	N	\$15.66	\$16.33	\$17.74	\$17.93	
<i>Classification</i>	<i>Pay Grade</i>	<i>Start</i>	<i>After 1 year</i>	<i>After 2 years</i>	<i>After 3 years</i>	<i>After 4 years</i>
Deputy County Clerk- Register of Deeds	H	\$14.17	\$14.85	\$16.29	\$16.47	\$16.65
Deputy County Treasurer	H	\$14.17	\$14.85	\$16.29	\$16.47	\$16.65
Legal Secretary/ Office Manager	H	\$14.17	\$14.85	\$16.29	\$16.47	\$16.65
Bookkeeper/Acct/Clerk	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Child Support Coordinator	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Clerk/Circuit Court Clerk	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Clerk/Typist/Stat-Rec.	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Clerk Typist	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Office Mgr./Sec. (CE)	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Office Mgr./Sec. (TE)	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Maintenance Worker	F	\$13.68	\$14.35	\$15.76	\$15.92	\$16.08
Bus Driver	C	\$13.55	\$14.20	\$15.60	\$15.75	\$15.90
Custodial Worker	C	\$13.55	\$14.20	\$15.60	\$15.75	\$15.90

ARTICLE 46. EMERGENCY CLOSURE POLICY

(A) In case of inclement weather, the Chairperson of the Board of Commissioners (or designee) may close the County's facilities or portions thereof.

- (1) (If more than one day is required, each day will normally be decided separately.)
- (2) Employees will be notified as appropriate (including announcements through local radio/television stations if necessary).

(B) Regular full-time employees will be paid for regular scheduled hours during such period for which they would have been paid but for such closing.

(C) This section applies only where the Co-Employers have closed their entire operations during the period, or their operations with designated exceptions (for example, if the Building and Grounds Department employees were not released notwithstanding general closure).

(D) In the event an employee is unable to report to work due to inclement weather, such employees may;

- (1) charge such hours missed to accrued personal leave or accrued annual leave (vacation);
- (2) take unpaid leave.

ARTICLE 47. SAFETY EQUIPMENT/CLOTHING ALLOWANCE.

The employees working in the maintenance/custodial positions shall receive up to a maximum of One Hundred Dollars (\$100) per fiscal year for reimbursement of safety equipment/clothing.

ARTICLE 48. TERMINATION AND MODIFICATION

(A) This Agreement shall continue in full force and effect until midnight, December 31, **2012**, and for successive yearly periods thereafter unless notice is given in writing by either the Co-Employers or the Union to the other at least ninety (90) days prior to the expiration date, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement.

(B) This Agreement shall remain in full force and be effective during the period of negotiations provided that, if proper notice has been given, this Agreement may be

terminated by either party, following its expiration date, on ten (10) days written notice of termination.

(C) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, 710 Chippewa Square, Marquette, Michigan 49855; and if to the Co-Employers, to the Schoolcraft County Board of Commissioners, Clerk, Register, Prosecuting Attorney, Treasurer, Schoolcraft County Courthouse, Manistique, Michigan 49854, or to such other address as the Union or the Co-Employers may designate in writing.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written, signed this _____ day of _____, 2009.

LOCAL 1196, COUNCIL #25, AFSCME,
AFL-CIO

SCHOOLCRAFT COUNTY BOARD OF
COMMISSIONERS

Todd Flath
Council Staff Representative

Gerald L. Zellar, Chairperson
County Board of Commissioners

Dana Demers
Chapter Chairperson

Marilyn Benish, Union Steward

This Agreement is also ratified and executed by the following elected officials:

Terri A. Evonich,
County Treasurer

Daniel R. McKinney,
County Clerk-Register of Deeds

Peter J. Hollenbeck
County Prosecuting Attorney

TABLE OF CONTENTS

	<u>Page</u>
Purpose And Intent	1
Article 1. Captions, Definitions And Communications	1
Article 2. Recognition Employees Covered	2
Article 3. Aid To Other Unions	5
Article 4. No Strike/No Lockout	5
Article 5. Management Rights	5
Article 6. Union Security Agency Shop	6
Article 7. Dues Check Off	7
Article 8. Representation Fee Check Off	7
Article 9. Remittance Of Dues And Fees	8
Article 10. Union Representation	8
Article 11. Special Conferences	9
Article 12. Grievance Procedure	10
Article 13. Discharge And Suspension	13
Article 14. Probation	14
Article 15. Seniority	15
Article 16. Seniority Lists	15
Article 17. Loss Of Seniority	15
Article 18. Seniority Of Officers And Stewards	17
Article 19. Layoff	17
Article 20. Recall	20
Article 21. Transfers	22
Article 22. Temporary Assignments	23
Article 23. Job Posting And Bidding Procedures	24
Article 24. Leaves Of Absence	26
Article 25. Union Bulletin Boards	27
Article 26. Rates For New Jobs	27
Article 27. Jury Duty	27
Article 28. Safety Committee	28
Article 29. Equalization Of Overtime Hours	28
Article 30. Worker's Compensation <u>On-the-Job Injury</u>	29
Article 31. Working Hours, Shifts And Hours	30
Article 32. Sick Leave	31
Article 33. Funeral Leave	34
Article 34. Time And One-half	35
Article 35. Holiday Provisions	36
Article 36. Personal Leave	37
Article 37. Vacations	38
Article 38. Longevity	40
Article 39. Retirement Bonus	41
Article 40. Insurance Coverage	41
Article 41. Computation Of Benefits	45

Article 42.	Separability And Savings Clause	45
Article 43.	General Provisions	45
Article 44.	Pensions	48
Article 45.	Job Classifications, Pay Grades And Rates	49
Article 46.	Emergency Closure Policy	52
Article 47.	Safety Equipment/Clothing Allowance	52
Article 47.	Termination and Modification	52
	Preprinted Authorization Form	53