

AGREEMENT

BETWEEN

MISSAUKEE COUNTY BOARD OF COMMISSIONERS  
TREASURER OF MISSAUKEE COUNTY,  
CLERK OF MISSAUKEE COUNTY, AND  
PROSECUTING ATTORNEY OF MISSAUKEE COUNTY

AND

MISSAUKEE COUNTY SUPERVISORY EMPLOYEES CHAPTER  
LOCAL 1855, AFSCME, AFL-CIO

Effective Date: January 1, 2010

Termination Date: December 31, 2011

## **AGREEMENT**

This Agreement entered into on this 1st day of January, 2010 by and between the MISSAUKEE COUNTY BOARD OF COMMISSIONERS, TREASURER OF MISSAUKEE COUNTY, CLERK-REGISTER OF MISSAUKEE COUNTY and PROSECUTING ATTORNEY OF MISSAUKEE COUNTY (hereinafter referred to as the "EMPLOYER") and the MISSAUKEE COUNTY SUPERVISORY EMPLOYEES, Chapter of Local 1855, affiliated with Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, (hereinafter referred to as the "UNION") and members (hereinafter referred to as "EMPLOYEES"). All hereinafter referred names will apply, unless referring to the generic or a particular individual or group.

### **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth both economic and non-economic terms and conditions of employment, for the mutual interest of the Employer, the Employees and the Union.

The parties recognize the interest of the Employer and the Employees depend upon the need to provide a proper service to whomever, whether it be an Individual, Company, or to a Government and/or unit or subdivision.

To these ends, all parties are encouraged to promote friendly and cooperative labor relations at all levels and among all employees and that this basic premise is not to be used as grounds for any future grievances.

### **PREFACE**

The Employer and the Union recognize their responsibilities under federal, state and local laws as they relate to fair employment practices.

All parties recognize the moral principles and the legal aspects in the area of civil rights and reaffirm in this Agreement their commitment not to discriminate.

The Employer, employees, and the Union shall not discriminate against any person for any reason because of race, color, creed, age, sex, nationality, political belief or physical handicap, nor shall the Employer or its agents, employees, or the Union, its agents or other members, discriminate against any person because of such person's membership or non-membership in the Union.

## **RECOGNITION**

**Section 1.0 Collective Bargaining Unit.** Pursuant to and in accordance with all applicable provisions of Act 336 of the Public Acts of 1947, as amended by Act 3 of the Public Acts of 1965, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining for terms and conditions of employment as defined in this agreement. Employees included in the bargaining unit and subject to the conditions of the Agreement are limited to the positions described below:

I. All full-time and regular part-time supervisory employees in the positions classified as EQUALIZATION DIRECTOR, BUILDING INSPECTOR, HEAD CUSTODIAN, PARK MANAGER, PLANNING/EMERGENCY SERVICES DIRECTOR AND SENIOR OFFICE MANAGER excluding but not limited to the following: elected officials, extension office director, confidential employees, irregular, volunteers, all employees covered under a separate agreement, and any other employees.

**Section 1.1 Definitions.** For purposes of the recognition granted the Union and for the purposes of this Agreement, the following defined positions shall apply:

**Full-Time Employee:** A full-time employee is an individual who is working at least forty (40) or more hours per week on a regularly scheduled basis at a position classified by the Employer as permanent.

**Regular Part-Time Employee:** A regular part-time employee is an individual who is working less than the full-time requirements of forty (40) hours, but more than twenty (20) hours, on a regularly scheduled basis for that position, classified by the Employer as regular part-time permanent.

**Irregular Employee:** An irregular employee is an individual who is employed for a specific need, job or duty. These employees may include, but not be limited to, temporary, casual, volunteer or seasonal employment.

1. Irregular employees shall not be used in such a manner as to replace or reduce the non-overtime hours of the employees in positions that are classified as permanent.

2. Irregular employees shall not be used in such a manner as to perform work regularly and normally performed by an employee in positions that are classified as permanent on a continuing basis.

(a) Continuing basis shall be defined as an employee being used to perform the duties of a position classified as permanent for more than one hundred eighty (180) work days, unless the one hundred eighty (180) work

days are extended by mutual agreement of the Employer and the Local Chapter President of the Union.

**Substitute Employees:** A substitute employee is an employee hired to replace a regular employee on a leave of absence or vacation. These employees shall not be covered by the terms of this agreement and may be retained for the duration of the leave.

Full-time, Regular Part-time, Irregular and Substitute status shall be designated at the time of hiring or promotion. When the status of an employee changes for any reason, the Employer will advise the Union prior to the effective date of the change of status.

**Section 1.2 Irregular Employees.** The Employer reserves the right to employ and utilize irregular employees. These employees are not within the recognition granted the Union and are not covered by the terms of this Agreement. The performance of work by the irregular employees shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities.

**Section 1.3 Supervisors.** It is recognized that an integral part of a supervisory or department head employee's normal work includes the performance of tasks or jobs that are also performed by a bargaining unit employee. The performance of this work by supervisors or department head shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities.

**Section 1.4 Emergency Work by Supervisors.** It is recognized that from time to time an emergency occurs and it is necessary that a task or a job must be performed by a supervisory or department head employee rather than an employee of the bargaining unit. The performance of this work by supervisors or department head shall not constitute a violation of this Agreement, even if it could remove potential overtime opportunities.

## **UNION SECURITY**

**Section 2.0 Agency Shop/Union Membership.** As a condition of employment, all employees included in this bargaining unit set forth in Section 1.1 shall be required to pay to the Union the periodic monthly dues required of all Union members or in the alternative, pay to the Union a service fee. Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees, whether they have membership or not included within

the collective bargaining unit set forth in this agreement as stated in Section 1.1.

**Section 2.1 Union Membership or Service Fee.** All employees included in the collective bargaining unit set forth in Section 1.1 shall pay to the Union only a membership or service fee, one fee but not both. This obligation to pay this fee to the Union shall commence upon the completion of an employee's first thirty days of employment. For the purpose of this agreement, the term "service fee" shall be defined to mean the fees uniformly required of non-union members in amounts established by the Union consistent with the law. The Union shall advise the Employer in writing of the amount of such fees and any changes thereto. An employee's obligation to pay this fee may be satisfied by direct payment to the Union or by payment of the fee in accordance with the check off provisions of Section 2.2.

**Section 2.2 Dues and/or Fees Check off.** The Employer agrees to deduct from the wages of the employee, all union membership dues or service fee, if any, as provided in a written authorization in accordance with the standard form, as provided, by the Union. Said form shall be executed by the employee. Any written authorization which lacks the employee's signature will be returned to the Union. If not returned within the prescribed time limit in Section 2.1, deductions for such fees will commence on the following cycle. The written authorization for said fees deduction shall remain in full force and effect during the period of this Agreement. All signed authorizations filed with the Employer shall become effective the first (1st) payroll of the following month and each succeeding month, provided the employee has sufficient net earnings to cover the amounts to be deducted. If an employee's net earnings are insufficient to cover the sums to be deducted, the deductions shall be made from the next paycheck in which there are sufficient earnings. Union dues and/or fees shall be deducted bi-weekly in equal amounts sufficient to equal the per month dues and/or fees per the written authorization by the Union. If a dispute arises as to whether or not an employee has executed or properly revoked a written check off authorization form, no further deductions shall be made until the matter is resolved.

**Section 2.3 Employer's Obligation.** The sole obligation of the Employer under Sections 2.1 and 2.2 is limited to deduction of the fees. If the Employer fails to deduct such amounts as required under said sections, its failure to do so shall not result in any financial liability whatsoever. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union constitution or bylaws, refunds to the employee will be made by the Union.

**Section 2.4 Indemnification.** The Union agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits or other forms of liability including, but not limited to wages, damages, awards, fines, court costs, attorney fees and any compensation costs that arise out of or by reason of action taken by the Employer pursuant to Section 2.1, 2.2 or any other related section in this Agreement.

**Section 2.5 Remittance of Dues and Fees.** Remittance of fees deducted for any calendar month shall be to such address designated to the designated financial officer of the Michigan Council #25, AFSCME, AFL-CIO, with names and amounts of all employees from whom deductions have been made no later than ten (10) days following the date on which the final deductions were accomplished in accordance with Section 2.2.

### **UNION REPRESENTATION**

**Section 3.0 Collective Bargaining Committee.** The Employer agrees to recognize three individuals - one (1) of these three shall be the Unit Chapter Chairperson, one (1) shall be the Steward and one (1) shall be from the body of the unit, all elected by the unit membership. The function of these individuals shall be to meet with the representatives of the Employer for the purpose of contract negotiations. The Chapter Chairperson will also function individually and as a committee in accordance with the procedures established in the Grievance Procedure. The Steward shall act as an alternate in the absence of the Chairperson.

**Section 3.1 Changes of Representation.** The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and any changes as may occur from time to time in such personnel so the Employer at all times may be advised as to the authority of the individual representatives of the Union and the Employer shall not be required to recognize or deal with any other than those so designated.

**Section 3.2 Non-Employee Representation.** In addition to the local representation as described in Section 3.0, representatives of Council #25 or of the International Union, or both, may participate in the contract negotiations.

### **MANAGEMENT RIGHTS**

**Section 4.0 Management Rights.** It is understood and agreed that the Employer retains and shall have the sole and exclusive right to manage and operate the County Departments in all its operations and activities and to establish and administer, without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. Among the retained

rights of management including only by way of illustration and not by way of limitation are as follows: to determine all matters pertaining to management policy; to adopt, modify, change, or alter its budget; to determine the services to be furnished, and the methods, procedures, means, equipment and machines required to provide such services; to determine the nature and number\_of operations and departments to be operated and their locations; to eliminate, combine, or establish new departments; to determine the number of personnel required; to determine the number of hours to be worked by any employee; to eliminate, establish or combine classifications; to hire personnel; to determine the number of supervisors; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain safety, order, and efficiency; to continue and maintain its operations; to study and use different methods, processes or machines; to use improved methods and equipment and outside assistance either in or out of the County's facilities, including subcontracting and any other work or functions; to establish job descriptions, work standards and qualifications; to make judgments as to the skill, ability and performance of employees; and in all respects to carry out the ordinary and customary functions of administration of the County and the County Departments. **Newly created or changes to existing classifications shall be discussed/mutually agreed upon during a special conference held between the parties.**

**Section 4.1 Employer Determination.** The Employer shall have the right to determine the right to promote, demote, assign, transfer, suspend, discipline and discharge for just cause, layoff and recall personnel; to establish work rules and to fix and determine reasonable penalties for violation of such rules and other improper employee actions or inactions; and to establish and change work schedules; provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

**Section 4.2 Disciplinary Action.** Disciplinary action shall be for just cause. Employees shall be advised of the charges against them and provided with an opportunity to discuss these charges prior to the implementation of a decision to discharge or suspend an employee. The Employer may also suspend an employee pending investigation, and such suspended employee shall continue to receive pay for regularly scheduled hours unless the time off becomes a disciplinary suspension or discharge.

(a) In any case where the employee displays behavior deemed by the Employer as inappropriate, or as a result of some action creates undesirable results which requires disciplinary action, the following sequence of disciplinary action applies:
Oral Warning
Written warning
Suspension, removal or discharge

(1) **ORAL WARNING:** Upon imposing an oral warning, the Employer may place a notation of such warning in the employee's personnel file providing the employee has been given a copy of same.

(2) **WRITTEN REPRIMAND:** Upon any second disciplinary action, the employee will receive a written reprimand, the employee's union steward or appropriate Union officer will be notified within three (3) working days in writing by the appropriate supervisor of the action taken. The employee shall be given a copy of all disciplinary action and a copy shall be placed in his/her personnel file.

(A) The employee shall have the right, if he so requests, to be represented by his Steward or Union officer at the time disciplinary action, excluding oral warning, is imposed. All disciplinary actions, oral or written, shall be subject to the normal grievance procedure or the employee may seek such other legal remedies as may be available to him upon the employee's election.

(B) Employees may review their personnel file at reasonable times.

(3) **SUSPENSION, REMOVAL OR DISCHARGE:** When an employee has engaged in conduct which could lead to discharge or discipline involving time off, the employee's department head or his designated representative will notify the employee of the events giving rise to the disciplinary action. If the employee requests, the department head or designated representative shall meet with the employee to discuss the matter. The employee shall have the opportunity to meet with his Union representative on the Employer's premises prior to meeting with the department head and to have his Union representative present when he meets with the department head. If disciplinary action is taken, the employee will be notified in writing with a copy to be given to his Union representative.

Should the discharge or disciplined employee consider the discharge or discipline to be improper, a grievance specifying the reasons therefore and the provisions of the contract violated should be presented through the Chapter Chairperson within five (5) working days after the written receipt of the notice of the discharge or discipline to the Chairperson of the Board of Commissioners or their designated representative.

In imposing a discharge or discipline on a current charge, the Employer will not base his decision upon any prior infractions which occurred more than one (1) year previously, or discharge or discipline an employee for falsification of his employment application after a period of two (2) years from his date of hire unless such falsification is related to the current charges.

However, if in the opinion of either the employee or management, personal problems on the part of the employee are interfering with his/her job performance, referral to the Employee Assistance Program (E.A.P.) may be offered to the employee. If the employee then agrees to utilize the E.A.P., all disciplinary action then pending will be held in abeyance for a period of three (3) months. During that time the employer will be authorized to monitor the attendance and maintenance of effort of the employee in treatment. A "release of information" authorization will be signed by the employee. In the event that a reasonable rate of attendance and maintenance of effort are not evidenced upon prior notification to the Union, the three (3) month grace period will immediately cease and the employee will be subject to normal disciplinary measures.

However, nothing in this section shall prevent the Employer taking immediate and appropriate disciplinary action as outlined in Section 4.3 Just Cause.

(a) Should it be necessary to reprimand an employee, the Employer shall attempt to give the reprimand in a way that will not cause embarrassment for the employee before other employees or the public.

**Section 4.3 Just Cause.** Just cause as it relates in Sections 4.1 and 4.2 will be as follows:

(a) The following can result in immediate discharge from employment with the County or Employer, or a suspension of up to ninety days at the discretion of the County or Employer and such discretion shall not be used as precedence for any other disciplinary action. In the event of suspension, the suspension will be without pay or benefits, however, the employee will pay their prorated cost of health care insurance.

(1) Stealing, abusing, misusing, removing, or deliberately destroying County property or the property of County employees.

(2) Using illegal substances or use of un-prescribed controlled substances while in the performance of their duties, or at any such time that will interfere with one's mental or physical ability to perform their duties.

(3) Sale or unauthorized possession of intoxicating beverages, illegal substances or any un-prescribed substances be it on the premises or while on duty.

(4) Unauthorized possession of firearms, weapons, and/or explosives while at work or on County property.

(5) Fighting with employees, supervision, or the general public.

(6) Falsifying records, reports, documents, or knowingly misrepresenting any information.

(7) Using one's position of employment with the County to directly or indirectly gain benefits, favors, money, privileges, or anything of value other than regular compensation.

(8) Soliciting any gift, service, gratuity, loan, fee or anything of value by using one's position of employment with the County.

(9) Engaging in proven sexual harassment.

(10) Convicted of a serious misdemeanor or felony.

(b) The following may result in a suspension without pay for up to ten (10) days for the first infraction and discharge from employment with the County or Employer and loss of all seniority rights and benefits provided by this Agreement for any second infraction of the same or any other violation in this section.

(1) Marring, marking or defacing any surface of any County building or equipment.

(2) Using intoxicating beverages while in the performance of their duties or at any such time that will interfere with one's mental or physical ability to perform their duties.

(3) Using abusive language, threatening, intimidating, and/or coercing any employees, supervision or the general public.

(4) Engaging in obscene or indecent conduct.

(5) Sleeping while at work or otherwise not being alert to one's duties and responsibilities.

(6) Horseplay, creating a distraction, interfering with other employees or causing unsafe or unsanitary working conditions.

(7) Conducting personal or unauthorized union business while at work.

(8) Failing to properly advise their elected official or designated officer when not reporting to work.

- (9) Failing to provide a reason acceptable to the department head for absence from work or tardiness for work.
- (10) Excessive tardiness or absences.
- (11) Disregarding or refusing to obey an order, either written or verbal, from a supervisor.
- (12) Destroying, altering or removing any materials or information posted by the County.
- (13) Supporting a restriction of output, slowdown, or any authorized interruption of assigned duties.
- (14) Receiving any gift, service, gratuity, loan, fee or anything of value in excess of twenty-five dollars (\$25.00) which is offered or may be offered as a consequence of County employment.
- (15) Taking any other actions which interfere with the proper performance of their assigned work or which would reflect discredit upon the County.

**Section 4.4 Subcontracting.** The Employer will not subcontract work normally performed exclusively by the bargaining unit and for which the Employer has facilities or equipment to perform, without first giving the Union ten (10) days written notice of the intent to subcontract and without giving the Union an opportunity to bargain. Should bargaining not result in agreement, either side may request assistance of a state mediator. Absent agreement through mediation, the issue may be placed before a fact finder if the following conditions can be met:

(a) The fact-finding presentation date shall be no later than sixty (60) days following the last bargaining or mediation session.

(b) The fact-finder must agree to have their final report ready no later than fourteen (14) working days from the date of the fact-finding session.

(c) The cost for fact-finding services shall be born equally between the County and the Union.

**Section 4.5 Discipline Record.** An employee that has been disciplined, but whose record has remained clear for a period of three (3) years after the effective date of the last disciplinary action, shall have his record reviewed by the Employer and the Union. By mutual agreement, the disciplinary action will be expunged from the employee's record.

**Section 4.6 Conflict of Interest/Outside Employment.** No employee shall work at other employment which would lead to a conflict of interest or impair their performance as an employee of the County or Employer. If outside employment would violate this policy, the employee must resign either the outside employment or their position with the County or Employer.

**Section 4.7 Conditional Starting Rate.** It is recognized that when a job vacancy cannot be filled by the job posting procedure, a new probationary employee may be employed at a rate of pay greater than the starting rate of pay for that job classification provided the individual has the necessary experience, qualifications, training, education and other work factors that would warrant a different step in the rate of pay schedule. The Employer will upon request from the Union, supply the necessary documents for justification of the different step in the rate of pay schedule. If the Union deems the documents do not support the higher pay, the Union may grieve the rate of pay.

**Section 4.8 Consolidation or Elimination.** The Employer agrees that any consolidation or elimination of jobs shall not be affected without a special conference.

**Section 4.9 Discussions on Important Topics.** From time to time it may become necessary for the Employer and the Union to have a face to face discussion on topics of mutual interest. Should either side deem it necessary to have such a discussion it shall notify the other side of such need and shall then attempt within ten (10) working days set a date to have such discussions. Such discussion shall be between at least two (2) members of the local union bargaining representatives along with representatives of Council 25 and/or the International Union and at least two (2) members of the Employer and their counsel, if they so desire. Topics for such discussion shall be limited to those indicated by the party desiring the discussion. Such discussion shall not obligate the Employer or the Union to bargain and shall only result in a formal Agreement if both sides mutually agree. Such meetings shall take place outside normal work hours.

## **GRIEVANCE PROCEDURE**

**Section 5.0 Definition of Grievance.** A grievance under this Agreement is a written dispute, claim or complaint by an employee or the Union alleging a violation of this Agreement. Grievances are limited to matters of interpretation or application of express provisions of this Agreement.

**Section 5.1 Grievance Procedure.** All grievances shall be handled in the following manner.

**Step 1. Verbal Procedure.** An employee with a complaint shall notify the department head. For this section of the Agreement the department head will be the elected official or the chairperson of the Board of Commissioners, within five (5) working days after the employee knows or should have known of the events giving rise to the complaint. The complaint shall be discussed informally by the employee and the department head. The department head shall give his verbal answer within five (5) working days of the employee's verbal presentation. Every effort shall be made to satisfactorily resolve the grievance in this manner.

**Step 2. Written Procedure.** If the complaint is not satisfactorily settled by the Verbal Procedure, it shall become a written grievance. The written grievance will be submitted on behalf of the grievant by the steward to the department head (as defined in Step 1) within five (5) working days after the department head's answer in the Verbal Procedure. The department head or designee, the grievant involved and the steward may discuss the grievance. Written disposition on the grievance shall be within ten (10) working days following the date of the submission of Step 2. Written Procedure, and shall return it to the steward.

**Step 3. Written Procedure to the County Board of Commissioners.** If a grievance is not settled in Step 2, the steward, at the request of the grievant, may appeal the decision rendered in Step 2. The steward will deliver to the County through the County Clerk's Office a Written Appeal concerning the grievance within five (5) working days following receipt of the written decision given in Step 2. The Chairperson of the Missaukee County Board of Commissioners, or designated representative, shall place the matter on the agenda. The full Board of Commissioners may then establish a committee to meet with the grievant and/or steward to further discuss the grievance. If a grievant meeting is so ordered, a written reply to Step 3 shall not exceed thirty (30) working days following the date of the Board of Commissioners' next regularly scheduled meeting and return it to the steward. In the event a grievant meeting is not ordered, then a written disposition on the grievance will be given within five (5) working days following the date of the Board of Commissioners' next regularly scheduled meeting and returned to the steward.

**Section 5.2 Arbitration.** The Union may request arbitration of any unresolved grievance which is arbitral by filing the Arbitration Request Form with the Federal Mediation and Conciliation Service and delivering a copy mailed to the department head within twenty-five (25) working days following the receipt of the Employer's written response in Step 3 of the grievance procedure, provided a notice of intent to go to arbitration is given to the Employer within ten (10) working days. If the Union does not request arbitration in the manner or within the time limits established herein, the grievance shall be considered settled on the basis of the Employer's last

disposition. Grievances which are considered settled shall not be arbitral and no arbitrator shall have the power to issue any award or fashion any remedy concerning such grievances.

**Section 5.3 Selection of Arbitrator.** The arbitrator shall be selected from a panel of nine (9) arbitrators submitted by the Federal Mediation and Conciliation Service. Each party shall alternately strike a name from the list of the nine (9) names submitted. The Employer shall strike the first name from the list. The last remaining individual shall serve as the arbitrator. Should either party determine that any panel of arbitrators is unsatisfactory, each party has the right to reject one panel and one panel only and another panel be requested. The fees and expenses of the arbitrator shall be shared equally by the Union and the Employer. The Union and Employer shall pay the fees, expenses, wages and any other compensation of its own witnesses and representatives. If the Union or the Employer requests a verbatim record of the proceedings, it may cause such record to be made, providing the party requesting a verbatim record pays for such record.

**Section 5.4 Arbitrator's Powers and Jurisdiction.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly, or to rule on the discipline, layoff, recall or termination of any probationary employee. The Union acknowledges that the Employer retains all rights not otherwise abrogated under the express terms of this Agreement as generalized in the management rights clause herein. If the grievance concerns the exercise of these rights, which are not otherwise limited by the expressed terms of this agreement, the grievance shall not be arbitral. If the issue of arbitrability is raised, the arbitrator shall not determine the merits of any grievance unless arbitrability has been affirmatively decided, and either party may request a bifurcated hearing in any proceeding in which the arbitrability of the grievance is at issue. Any award of the arbitrator shall not be retroactive more than five (5) working days prior to the time the grievance was first submitted. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment compensation or compensations for personal services that the employee may have received from any source during the period in question.

**Section 5.5 Arbitrator's Decision.** The arbitrator's decision shall be final and binding upon the Union, the Employer and employees in the bargaining unit, provided however, that either party may have its legal remedies if the arbitrator exceeds the jurisdiction provided in this Agreement.

**Section 5.6 Non-Employee Representatives.** The Union and the Employer may have non-employee representatives present at any meeting or discussion concerning a grievance except for discussions held pursuant to the Step 1, Oral Procedure.

**Section 5.7 Grievance Form.** The grievance form shall be supplied by the Union in a form which coincides with the Grievance Procedure established in this Agreement.

**Section 5.8 Time Limits.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union or the employees represented by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If time procedure is not followed by the Employer, it will be considered answered as in the prior step and the normal grievance procedure would be in effect from the date that it should have been answered. Grievances which are considered settled shall be deemed not to be arbitral and no arbitrator shall have any power to review the grievance or issue any award. The time limits established in the grievance may be extended by the mutual agreement of the parties provided the extension is reduced to writing and the period of extension is specified.

**Section 5.9 Time Computation.** Saturdays, Sundays and holidays recognized under this Agreement shall not be counted as working days under the time procedures established in the grievance procedure. All other days shall be considered working days, even if a particular employee does not actually work on that day.

**Section 5.10 Pay for Processing Grievances.** The steward and employee necessary for the resolution of the grievance shall be paid at their regular straight time rate of pay for all reasonable time lost from their regularly scheduled hours required to process grievances or participate in grievance meetings; however, the Employer reserves the right to deny pay if this privilege is being abused.

**Section 5.11 Discharge Grievances.** All grievances concerning discharge shall be initiated at Step 2 of the grievance procedure. A written grievance signed by the steward or by the discharged employee shall be filed within three (3) working days of the employee's discharge in order to invoke the grievance procedure in such situations.

**Section 5.12 Veteran's Preference Claims.** It is the intent of the parties to this Agreement that its terms and provisions shall be applicable to all employees included within the bargaining unit covered by this Agreement. Accordingly, the parties hereby agree that any employee who may

come within the provisions of any legislative enactment entitling a military veteran to a preference in employment or which establishes a procedure whereby the military veteran may challenge the Employer's determinations regarding the veteran's employment status will be required to, no later than Step 2 of the Grievance Procedure, elect in writing either the Grievance Procedure or his statutory remedy as his single means of challenging the Employer's determination. If the employee elects to pursue his statutory remedy or fails to make an election, any grievance concerning the Employer's employment determination shall be considered withdrawn by the Union and, further, shall not thereafter be a subject of any arbitration proceeding.

## **NO STRIKE**

**Section 6.0 Continued Work Pledge.** The Union agrees that during the term of the Agreement neither it nor its officers, representative, committee persons, stewards, members, nor the employees covered by this Agreement will for any reason, directly or indirectly, call, sanction, support, counsel, encourage or engage in any strike, walk-out, slow-down, sit-in, stay-away, concerted failure to report for duty, or any other activities that may result in any curtailment of work or the restriction or interference with the Employees operations. It is expressly recognized, and the Union agrees, that the scope of activity prohibited in this paragraph is intended to include, but not limited to, such activities as sympathy strikes, unfair labor practice strikes and a refusal of an employee or employees to cross any type of picket line at any location for any reason whatever.

**Section 6.1 Violation of Continued Work Pledge.** Any employee who violates the Continued Work Pledge of Section 6.0. shall be subject to discipline by the Employer, up to and including discharge. The Union acknowledges and agrees that discharge is the appropriate penalty for violation of Section 6.0 that results in a curtailment of work. Any appeal to the grievance procedure concerning an employee disciplined for violation of this section shall be limited solely to the questions of whether the employee or employees did in fact engage in an activity prohibited by Section 6.0.

**Section 6.2 Further Sanctions.** If Section 6.0 of the Agreement is violated, the Employer shall have the right, in addition to any action taken pursuant to Section 6.1 to any other legal remedies the Employer may possess, including monetary and injunctive relief

**Section 6.3 Affirmative Action.** In the event of a work stoppage or other curtailment or interference of work, Union officers shall immediately instruct the involved employees in writing that their conduct is in violation of the contract, that they may be discharged and instruct all such persons to immediately cease the offending conduct. The Employer shall not be required

to negotiate on the merits of the dispute which gave rise to the work stoppage or curtailment or interference with work until all such actions have ceased.

## **SENIORITY**

**Section 7.0 Definition of Seniority.** Seniority shall be defined as the length of an employee's continuous service with the Employer since the employee's last date of hire. Seniority shall commence only after the employee completes their probationary period. The application of seniority shall be limited to the preference and benefits specifically contained in this Agreement.

**Section 7.1 Seniority - Probationary Employees.** New employees hired in the unit shall be considered as probationary employees for the first six (6) month of their employment. When an employee finishes the probationary period, their name shall be entered on the seniority list of the unit and they shall rank from seniority from the six (6) months prior to the day they completed the probationary period. There shall be no seniority among the probationary employees. The Union shall represent probationary employees for the purpose of collective bargaining and other conditions of employment as set forth in this Agreement. Employees who have not completed their probationary period may be disciplined, laid off, recalled, terminated or discharged at the Employer's discretion without regard to the provisions of this Agreement and without recourse to the Grievance Procedure. The Unit Chairperson and the Steward of the Union, in that order, shall be senior on the seniority list for purposes of layoff and recall procedures, provided, such officers have the ability to perform the required work. This seniority preference is terminated for those individuals no longer holding such office.

**Section 7.2 Loss of Seniority.** An employee shall lose their seniority for the following reasons:

- (a) Quit, resigned or terminated.
- (b) Discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) Absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions may be made by the Employer.
- (d) Does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- (e) Return from sick leave and leaves of absence will be treated the same as (3).

Convicted of a felony.

Retires.

**Section 7.3 Seniority Lists.** The Employer will maintain an up-to-date seniority list, a copy of which shall be posted on the appropriate bulletin boards. The names of all employees who have completed their probationary periods shall be listed on the seniority list in order of their last hiring dates, starting with the employee with the greatest amount of seniority at the top of the list. If two (2) or more employees have the same last hiring date, the last four (4) digits of their social security numbers shall be used in determining their respective positions on the seniority list with the employee having the lowest such four (4) numbers being assigned first to the seniority list, etc. The seniority list on the date of this Agreement will show the date of hire, names, classification and date of seniority.

The Employer will keep the seniority list up-to-date at all times and will provide the Chapter Chairperson with two (2) copies of an up-to-date list bi-annually (every six months).

**Section 7.4 Transfer to Non-Bargaining Unit Position.** An employee who is transferred to a non-bargaining unit position shall retain all accrued seniority and classification seniority, but shall not accumulate any additional seniority or classification seniority, unless otherwise provided in this Agreement. The Employer has the sole discretion to determine the wages, hours and conditions of employment for non-bargaining unit employees. An employee who is returned to the bargaining unit after having been transferred to a non-bargaining unit position may be placed in any job classification with a current vacancy or displace an employee with lesser seniority. In the event an employee returns to the bargaining unit, the employee's seniority shall recommence to accumulate as of the date the employee returns to the bargaining unit.

**Section 7.5 Seniority While on Leave of Absence.** Employees on approved paid leaves of absence, on a military training or emergency duty leave of absence, or on a workers compensation leave of absence shall continue to accrue seniority during the period of their leave of absence. Employees on approved unpaid leaves of absence shall continue to accumulate seniority for a period of up to thirty (30) days. Employees on approved unpaid leaves longer than thirty (30) days shall retain their seniority, but shall not accumulate any additional seniority during the remainder of their leave of absence.

## **LAYOFF**

**Section 8.0 Layoff.** When it is determined by the Employer that the work force in a particular job classification within a department is to be reduced, the Employer shall layoff employees in the following order:

(a) The first employee or employees to be laid off shall be irregular employees (if any) in the particular job classification affected by the layoff, by inverse order of seniority.

(b) The next employee or employees to be laid off shall be regular part-time employees (if any) in the particular job classification affected by the layoff, by inverse order of seniority.

(c) The next employee or employees to be laid off shall be probationary full-time employees (if any) in the particular job classification affected by the layoff.

(d) Further, layoffs from the affected classification shall be accomplished by inverse order of seniority.

The Employer shall endeavor to provide at least ten (10) calendar days advance notice of a layoff and, if known, the anticipated duration of the layoff.

**Section 8.1 Displacement Rights After Layoff.** Employees with seniority who are laid off shall be entitled to displace the least senior employee in an equal or lesser paid job classification within their department covered by this Agreement under the following conditions:

(a) A regular part-time employee may not exercise displacement rights over a full-time employee.

(b) The laid off employee has greater seniority than the employee to be displaced.

(c) The laid off employee presently has the necessary qualifications, skill, ability and experience to perform in an effective and efficient manner the work in the other job classification.

(d) The laid off employee elects to exercise their displacement rights within three (3) working days of notification of their layoff, provided, however, that if an employee is unable to exercise displacement rights because of the lack of a particular certification, that individual will be allowed an additional period of up to six (6) months to acquire that certification at their own expense as long as they advise the Employer of their intention to exercise displacement rights within the three (3) day period.

An employee displaced under this Section shall be laid off unless that employee is also entitled to exercise displacement rights under this Section. An employee exercising displacement rights under this Section retains the right of recall to their former job classification.

## **RECALL**

**Section 9.0 Recall** When it is determined by the Employer to increase the work force in a job classification within a department after a layoff employees with seniority within the department previously laid off from that job classification will be recalled in inverse order of layoff, provided that the recalled employee presently has the necessary qualifications, skill and ability to perform in an effective and efficient manner the required work. The Employer will endeavor to advise laid off employees of any changes in qualification for their former position. The Employer may fill the position on a temporary basis without regard to seniority pending completion of the recall procedure set forth in Section 9.1.

**Section 9.1 Recall Procedure.** When employees are to be recalled from layoff, the following procedures shall be followed:

(a) The Employer shall attempt to give the employee notification of recall together with the required return to work date by certified mail, sent to the employee's last known address.

(b) Employees have the obligation to advise the Employer of their intent to accept or decline the recall to work by five p.m. (5:00) on the second working day (excluding weekends and holidays) of notification of recall by certified mail. Employees who decline recall shall be considered to have voluntarily quit. Employees who fail to respond within the forty-eight (48) hour period shall be considered to have voluntarily quit, unless the employee's failure to respond by the required date is for a reason satisfactory to the Employer.

(c) Recalled employees are required to report for work on the required return to work date following notification or following delivery or attempted delivery of notice of recall by certified mail. Employees who fail to report for work by the required date shall be considered to have voluntarily quit, unless the employee's failure to report on the required date is for a reason satisfactory to the Employer. For purposes of this Section, attempted delivery of notice or recall occurs when the post office returns the notice as unclaimed or undeliverable.

**Section 9.2 Address and Telephone Numbers.** It is the responsibility of each employee to keep the Employer advised of their current name, address

and telephone number and the current names and addresses of their dependents. Employees shall notify the Employer, in writing, of any change of their name, address, telephone number and the names and address of their dependents as soon as possible after such change has been made. The Employer shall be entitled to rely upon the employee's name, address and telephone number, and the names and addresses of their dependents as reflected in the Employer's files.

## **JOB POSTING**

**Section 10.0 Permanent Vacancies.** When a permanent job or vacancy occurs in a bargaining unit position and such position is deemed necessary and not eliminated or consolidated, a notice of the job or vacancy shall be posted on the bulletin board for six (6) working days. The Employer, in its sole discretion, shall determine if a vacancy exists which is to be filled under this section. Employees interested in the job posting may file a written application with the Employer by the deadline established in the posting. For purposes of this section, a permanent vacancy is a position anticipated to be in existence for six months or more.

All vacancies or newly created positions within the bargaining unit shall be filled on the basis of seniority and qualifications. All vacancies will be posted for a period of six (6) working days, setting forth the requirements for the position. Employees interested shall apply in writing within the six (6) working days' posting period. The senior employee applying for the position who meets the requirements shall be granted a new job trial period. The job shall be awarded or denied within seven (7) working days after the posting period. In the event the senior applicant is denied the job, reasons for denial shall be given in writing to the employee.

In the event that the vacant or newly created position is not filled from within the bargaining unit, the Employer will give consideration to those applicants from the non-supervisory unit before the position is advertised to the general public. The Employer shall give due consideration to all applicants for the permanent vacancy in considering an applicant's qualifications to perform the required work. The Employer shall objectively consider the employee's attendance record, work experience and education in the position for which application is made.

**Section 10.1 New Job Probationary Period.** Employees who receive an award of a job under the permanent job transfer provisions of this Agreement shall be required to serve a new job probationary period of up to six (6) months in the new position to prove that they have the skill and ability to perform all the requirements of the position. If the employee fails to meet all the requirements of the position to the satisfaction of the

Employer, the employee will be transferred back to the employee's prior classification; however, the Employer reserves the right to disqualify an employee and return the employee to the employee's prior classification at any time during the new job probationary period. Likewise, the employee has the right within the same time limits to return to their prior position.

**Section 10.2 Temporary Assignments.** Temporary assignments for the purpose of filling vacancies of employees who are on annual leave, sick leave or any leave may be granted by the department head to an employee who meets the requirements for such job.

**Section 10.3 Rate of Pay.** During the probationary period as outlined in Section 10.1, the rate of pay the employee will receive is the rate listed in Group I. Upon completion of the probationary period, the rate of pay will be that step which reflects the years of service with the Employer for the job classification. The rate of pay for employees who fall under Section 10.2 will remain at their present rate.

## **LEAVES OF ABSENCE**

**Section 11.0 Purposes of Leaves.** It is understood by the parties that leaves of absences are to be used for the purpose intended, and employees shall make their intent known when applying for such leaves. An employee's seniority and employment relationship with the Employer shall terminate if an employee falsifies the reason for a leave of absence. All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provisions of the Leave Section involved.

Leaves of absence will be granted in writing and without pay, except granted by other provisions of the Agreement for:

1. Maternity or paternity leave for up to six (6) months.
2. Illness leave (physical or mental) up to one (1) year.
3. Prolonged illness in immediate family (spouse or child, step child or foster child) up to one (1) year.
4. Employees that take leave under the terms of the Family Medical Leave Act may be required to exhaust, with the exception of forty (40) hours of accumulated paid time off, all accrued paid time off prior to an unpaid leave of absence. The parties agree that each has the right to exercise all rights under the Family Medical Leave Act.

All leaves of absence shall be without pay or benefits unless specifically provided to the contrary by the provision of the Leave Section involved, or as may be required by law.

**Section 11.1 Paid Time Off.** All full-time employees covered by this agreement shall be entitled to paid time off and the reason for such time off is at the discretion of the employee subject only to the operational needs of the Employer. Paid time off must be taken in increments of at least a *half* hour.

(a) Paid time off (PTO) is earned for each month of active service and is credited to the eligible employee each year on their anniversary date. An employee has a month of active service when they work or receive pay for at least **one** hundred forty (140) hours during that month. At the beginning of the second year of employment employees will be credited with PTO based on the following years of continuous service schedule:

<b>YEARS OF SERVICE</b>	<b>MONTHLY ACCRUAL</b>	<b>YEARLY ACCRUAL</b>
At least 1 year, but less than 2 years	<b>.9166</b>	<b>11 Days</b>
At least 2 years, but less than 5 years	<b>1.3333</b>	<b>16 Days</b>
At least 5 years, but less than 9 years	<b>1.5833</b>	<b>19 Days</b>
At least 9 years, but less than 13 years	<b>1.75</b>	<b>21 Days</b>
At least 13 years, but less than 18 years	<b>2.1666</b>	<b>26 Days</b>
18 or more years	<b>2.5</b>	<b>30 days</b>

(b) Requests for PTO shall be submitted to the Chairman of the Board on a form provided by the Employer in advance of the requested time off, and in cases of illness or emergencies as soon as possible. The Chairman of the Board will endeavor to approve all time off requests, provided that in the opinion of the county such time off does not unreasonably interfere with the efficient operations of the county and its obligation to the public.

(c) If an employee is unable to utilize all of their PTO time prior to their next anniversary date, the employee may carry over up to forty (40) PTO hours into the next year.

(d) Notification of illness. An employee shall notify the Employer of the need to utilize PTO time for an illness, as far in advance as possible and no later than one (1) hour before the start of the employee's work shift. In the event of sudden illness or emergency, that lost more than three (3) days, written verification must be given to the department head.

(e) Rate of Pay. Paid Time Off Pay shall be at the employee's regular straight time rate in effect at the time the employee takes the PTO.

(f) Pay Advance. If a regular pay day falls during the employee's PTO, the Employer shall provide a check in advance of the time off provided the employee requests advance payment two (2) weeks prior to the last day worked.

(g) Previous Paid Sick Leave Accrual. Employees will continue to be eligible to utilize accrued but unused sick leave until their first anniversary date after the effective date of this section. On that first anniversary date, the accrued sick leave of employees hired prior to November 1, 1997, shall be multiplied by the employee's straight time rate of pay as of September 19, 1998, and that value will be placed in a "bank" which may only be used in the following manner:

(1) To supplement Worker's Compensation or sickness and accident insurance benefits paid to an eligible employee, provided however, the sum of any such sickness and accident insurance benefits and supplemental payments shall not exceed one hundred percent (100%) of the employee's normal gross weekly wage.

(2) Following exhaustion of the sickness and accident insurance benefits provided by the Employer's insurance carrier, the employee may draw from his "bank" a weekly amount not to exceed one hundred percent (100%) of the employee's normal gross weekly wages.

(3) Upon death or retirement under the Missaukee County retirement program, including disability retirement, or termination because of length of layoff the employee or his designated beneficiary will be paid 100% of any amounts remaining in his sick leave bank. For purposes of this section, retirement means leaving the employment of the County after 25 years of service at age 50, 15 years of service at age 55, or after 10 years of service at age 60.

(4) Upon termination, the employee will be paid fifty percent (50%) of any remaining in his sick leave bank.

(5) In lieu of PTO time for sick leave and in less than forty (40) hour increments.

(h) Benefits on Termination. Employees whose employment relationship with the County ends, for the following reason may receive pay for all accumulated PTO hours (excluding banked hours):

(1) The employee retires in accordance with the retirement plan currently in effect (100%).

(2) In the event of the death of an employee, PTO shall be paid to the employee's estate (100%).

(3) If the employee is laid off and requests payment of PTO. However, such PTO pay shall be designated to the period of layoff (100%).

(4) The employee resigns from employment and a minimum of fourteen (14) days advance notice is given to the department head. (50%)

(i) New Employees. Probationary employees may be allowed up to two (2) PTO's during probation with the approval of the department head. After they have completed their six (6) month probationary period, they shall receive an advance crediting of five (5) days of PTO time, which will be subtracted from the amount to be credited to them on their anniversary date.

(j) Part-Time Employees. Part time employees will be eligible for pro-rated PTO based on the percentage of the weekly hours scheduled to forty.

### **Section 11.2 Funeral Leave.**

(a) An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from paid time off for a death in the immediate family. For purposes of this section, immediate family is to be defined as spouse, children, foster children, step-children, parents, brothers, sisters, step-parents and grandchildren.

(b) An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from paid time off for a death of other family members defined as: mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law and grandparents.

(c) An employee shall be allowed one (1) working day with pay as a funeral leave day not to be deducted from paid time off for a death of an aunt or an uncle, nieces or nephews.

(d) An employee shall be allowed one (1) working day with pay as a funeral leave day not to be deducted from paid time off if they are selected to be a pallbearer.

**Section 11.3 Military Training or Emergency Duty Leave.** Employees required to perform active duty for training in any reserve component of the Armed Forces of the United States or the National Guard shall be granted a leave of absence without pay or benefits for the period of such training or emergency duty upon request and the presentation of proper documentation

from the employee's Commanding Officer. In instances where an employee is required to perform emergency duty, the Employer will pay the difference between the employee's regularly scheduled hours and the amount the employee receives from the military service and continue payment of health care benefits for a period of up to thirty (30) consecutive days. The provisions of this section do not apply to an employee's initial period of active duty for training.

## **HOURS OF WORK**

**Section 12.0 Work Period.** The work period shall be a period of fourteen (14) consecutive days. The normal hours of duty for full-time employees shall consist of eighty (80) hours in a work period. The normal workday shall consist of eight (8) hours for full-time employees. Nothing contained herein shall be construed to constitute a guarantee of any particular number of hours of work or pay per day or per work period. The Employer agrees to provide a lunchroom in all buildings.

(a) No permanent shift shall be changed unless there is notification to the union and the employees affected by the change fifteen (15) days prior to implementation.

(b) Those employees and positions presently on an eight (8) hour workday and forty (40) hour workweek shall remain the same. In the event the Employer wishes to change the schedules, fifteen (15) days prior notification shall be given to the Union.

**Section 12.1 Work Schedule.** The work schedule and the starting and quitting times for any and all shifts shall be established by the Employer. Work schedules, including additional shifts on holidays and special events shall be posted at least fourteen (14) days in advance; however, the Employer reserves the right to change the work schedule where circumstances require that it be changed. In the event the posted work schedule is required to be changed, the Employer will endeavor to give at least twenty-four (24) hours advance notice of such change.

(a) The hours of work for the Park Department shall be set forth in a Letter of Agreement.

(b) Employees may take a fifteen (15) minute break in the first half of their shift and a fifteen (15) minute break in the second half of their regular shift. All break periods shall be scheduled by the department head so as not to interfere with prompt and efficient service to the county and the public.

(c) Call In: An employee called in to work outside their shift shall be guaranteed at least two (2) hours pay at their straight time rate unless their total number of hours worked would require overtime in accordance with the overtime provision.

**Section 12.2 Trading Shifts.** Employees may trade shifts only with the prior approval of the Employer or his designated representative; provided, however, that no overtime shall result in any way to the individuals involved in such voluntary changes.

**Section 12.3 Overtime Work.** From time to time overtime will be necessary to accomplish work responsibilities. Employees will be expected to assist the department in overtime when requested as a normal part of their work responsibilities. All overtime, whether compensatory or wage based, must have the pre-approval of the employee's department head.

**Section 12.4 Overtime Paid.** Time and one-half of base hourly rate will be paid for all hours actually worked over eight (8) in one day or over forty (40) in a workweek. For purposes of this section, hours actually worked includes hours paid for funeral leave, holidays, vacations, paid sick leave, sickness and accident insurance, jury duty leave, paid lunch time and compensatory time. In lieu of overtime pay, the employee may elect to accrue compensatory time. Compensatory time shall be credited at one and one-half hours for every overtime hour worked and may accrue up to forty (40) hours. The use of the compensatory time will be scheduled at the mutual convenience of the employee and the department head.

## HOLIDAYS AND VACATIONS

### Section 13.0

### Holiday Provisions. The paid holidays

are designated as:

- |                                     |                              |
|-------------------------------------|------------------------------|
| 1. New Year's Day                   | 8. Thanksgiving Day          |
| 2. President's Day                  | 9. Friday after Thanksgiving |
| 3. Memorial Day                     | 10. December 24              |
| 4. Independence Day                 | 11. Christmas Day            |
| 5. Labor Day                        | 12. Good Friday Afternoon    |
| 6. Columbus Day                     | 13. Veteran's Day            |
| 7. <b>Martin Luther King Jr Day</b> | 14. Floating Holiday         |

(a) It is understood that employees will be required to work on holidays in accordance with normal scheduling procedures.

(b) **Holiday Observation.** December 24 shall only be observed in years that Christmas Day falls on a Tuesday, Wednesday, Thursday, or Friday. **If December 24<sup>th</sup> falls on a Saturday or Sunday, the Friday before will be recognized as a holiday. If Christmas falls on a Saturday, and the Friday**

**before is recognized as the Christmas holiday, Christmas Eve, December 24<sup>th</sup> will be considered a regular work day. (Example: In years that Christmas falls on a Saturday and will be recognized on the Friday before, which is Christmas Eve, Christmas Eve will not be recognized on the Thursday prior to the Christmas Day recognition).** Whenever New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Saturday, that holiday shall be observed on the preceding Friday. Whenever New Year's Day, Independence Day, Veteran's Day, or Christmas Day fall on a Sunday, that holiday shall be observed on the following Monday.

(c) **Holiday Eligibility.** An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

(1) Employees must work all their scheduled hours of their last regularly scheduled workday before the holiday and on the employee's first scheduled day after the holiday unless prior arrangements are approved by the department head.

(2) Employees must be on the active payroll as of the date of the holiday. For purposes of this Section, a person is not on the active payroll of the County during an unpaid leave of absence, including a workers' compensation leave, while on layoff or on disciplinary suspension.

(3) An employee who is scheduled to work on a holiday but who fails to report to work, unless otherwise excused, shall not receive any holiday pay for such holiday.

(4) In the event a holiday occurs while an employee is on paid sick leave, they shall not be charged with a sick day used.

(d) Eligible full-time employees shall receive one day's pay for each recognized holiday. For purposes of this section, an employee is eligible for holiday pay if they have worked or received pay for at least one hundred forty (140) hours during the preceding two pay periods. All holiday pay shall be at the employee's straight time rate of pay, exclusive of all premiums.

(e) Employees required to work on a recognized holiday shall be paid their regular straight time rate of pay for all hours worked on the holiday and shall receive holiday pay in addition if otherwise eligible. As noted in Section 12.4, time and one-half is paid for all hours worked in excess of eight (8) on a holiday; provided, however, that double time shall be paid for all hours worked in excess of eight (8) on Memorial Day, July 4<sup>th</sup>, and Labor Day.

(f) Part-time employees shall receive holiday pay in the amount of the actual number of hours scheduled to be worked if a holiday falls on their regularly scheduled work day. For purposes of this section, an employee is eligible for holiday pay if they worked and received pay for their regular scheduled hours of work for the previous two (2) weeks.

## **ACT OF GOD**

**Section 14.0 Act of God.** If the Chair of the County Board of Commissioners or their designated representative declares certain county buildings cannot be opened or operated in their usual manner due to weather conditions, natural disaster, civil disturbance or any other officially declared emergency, an employee shall not be subject to any deduction in pay and the time lost will not be taken from any accumulated annual, sick or compensatory time.

## **JURY DUTY**

**Section 15.0 Jury Duty.** An employee who serves on jury duty or witness service will be paid the difference between their pay for jury duty or witness service and their regular pay.

## **VETERAN'S RIGHTS**

**Section 16.0 Veterans Reinstatement of.** The reemployment rights of employees and probationary employees will be in accordance with all applicable laws and regulations for veterans.

**Section 16.1 Education Leave of Absence for Veterans.** Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority or up to a four (4) year period, whichever is greater, in order to attend school full-time under applicable federal laws in effect on the date of this Agreement. Employees who are in any branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

## **SAFETY**

**Section 17.0 Safety.** The Employer agrees to comply with all Michigan Occupational Safety and Health Act regulations that may apply to bargaining unit work or environment. In the event the Employer fails to implement a valid safety or health recommendation of the Union then such concerns should be addressed in a Special Conference.

The Employer shall furnish equipment necessary to perform the duties assigned their classification and keep the same in operating condition.

The Employer shall not require employees to take out on the streets or highways, any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Any employee involved in any accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing on forms furnished by the Employer and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with the provision shall subject such employees to disciplinary action by the Employer.

An employee, who is injured while on the job and requires emergency medical care by a licensed physician and cannot return to work, will be paid for the day's scheduled work.

### **WORKERS' COMPENSATION**

**Section 18.0 Workers' Compensation. On The Job Injury.** Each employee will be covered by the applicable Workers' Compensation Laws and the Employer further agrees that an employee eligible for Workers' Compensation shall suffer no loss of time, pay or benefits for time lost either during the initial qualifying period for compensation or thereafter, up to three (3) months, as a result of an on the job injury provided the County Clerk's office is notified within forty-eight (48) hours.

### **COMPUTATION OF BENEFITS**

**Section 19.0 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.

### **UNEMPLOYMENT INSURANCE**

**Section 20.0 Unemployment Insurance.** The Employer agrees to provide, through the services of the Bureau of Workers and Unemployed Services, unemployment insurance coverage for all employees under this Agreement to the extent required by law.

### **SUCCESSOR CLAUSE**

**Section 21.0 Successor Clause.** This Agreement shall be binding upon the Employees successors, assignees, purchaser, lessee or transferees, whether such succession, assignment or transfer be affected voluntarily or by the operation of law; and in the event of the Employer's merger or consolidation with another Employer, this Agreement shall be binding upon the merged or consolidated Employer.

## **RATES FOR NEW JOBS**

**Section 22.0 Rates for New Jobs.** When a new job is created or an existing job is changed and/or reclassified, the Employer will notify the Union of the classification, job content (description) and rate structure prior to its becoming effective. In the event the Union does not agree that the classification, job content (description) and rate are proper, it shall be subject to negotiations.

## **HEALTH CARE INSURANCE**

**Section 23.0 Health Care Insurance.** The Employer will make available a group insurance program covering certain hospitalization, surgical, medical and dental expenses for participating employees and their eligible dependents. This insurance program shall be on a voluntary basis for all employees who elect to participate in the insurance program. The insurance program currently provides the coverage's listed on Appendix B. The specific terms and conditions governing the group insurance program are set forth in detail in the master policy or policies governing the program as issued by the carrier or carriers.

Employees are eligible to participate in the group insurance program no earlier than the first (1<sup>st</sup>) day of the premium month following the commencement of employment with the Employer or at a date thereafter that may be established by the insurance carrier. Employees electing to participate in the group insurance plan shall advise the Employer in writing of this intent by filling out the applicable insurance forms and shall make arrangements satisfactory to the Employer for the payment of the required monthly premium, if any.

### **Section 23.1 Payment of Insurance Premiums.**

Eligible full-time employees are required to pay the following amounts each month towards the premium costs of BC/BS PPO 4 and Delta Dental program:

	2010	2011
Single	\$25.00	\$25.00
Double	\$50.00	\$50.00
Family	\$55.00	\$55.00

At the annual renewal date of February 1, 2010, the Employer will pay for all premium increases up to an additional 10%. The entire premium cost for sponsored dependent and/or family continuation coverage is to be paid by the employee electing to have the insurance coverage. The Employer agrees to pay the amount that it is paying for single subscriber health care insurance towards the premium for regular part-time employees. The Employer's obligation shall be limited to these amounts. If on any given year, the premium exceeds 10%, the

increase shall be split on a 50%/50% basis between the Employer and the employee electing to have insurance coverage, and a committee comprised of Union Representatives, will sit down and discuss alternative health and dental programs and agree to amend or change the health care up to and including changing health care providers. This may involve re-opening the contract for health issues only.

“As of Feb 1, 2010, the MERS Health Care Savings Program was added as a tax-free benefit for reimbursement of post-employment medical expenses for AFSCME employees employed on the following dates: March 6, 1993, January 18, 1999, April 22, 2002 and December 14, 2005 and any or all current or future AFSCME Employees who request to be added by an amendment to the agreement. The program will be funded by mandatory salary reduction of these defined groups, with employees contributing a minimum of \$5.00 per month up to a maximum contribution of \$500 per month. Employees may increase their contribution within this range but cannot decrease them once contributions begin.” This is a strictly voluntary program offered to the employees as a benefit from the county.

### **Section 23.2 Payment of Deductibles and In-Network Co-Pay Amounts**

In the event that an employee or their dependents incur medical expenses that are not paid by the insurance carrier solely due to the deductible/in-network co-pay provisions of the Community Blue PPO Medical Plan, the Employer agrees to reimburse the employee on a bi-weekly basis 100% of all co-pays and deductibles except for chiropractic visits and for the \$20 office call rider provided, however that the Employer will reimburse the co-pays associated with up to 7 office and/or chiropractic visits per covered family member per calendar year.

In the event that employee or their dependents incur prescription expenses that are not paid by the insurance carrier solely due to the deductible/in-net-work co-pay provisions of the community Blue PPO Drug Card Plan, the Employer agrees to reimburse the employee as follows: The first \$100 will be the responsibility of the employee and the next \$500 will be the responsibility of the Employer. All amounts over \$600 will be the responsibility of the employee. See attached Appendix B.

**Section 23.3 Carrier Changes.** The Employer reserves the right to change carriers of health and dental insurance coverage, and to become self-insured in whole or in part; provided that such change is equal in coverage. Also, any change will not increase the financial burden of the employee.

**Section 23.4 Sickness and Accident Insurance.** Effective upon ratification and continuing thereafter during the term of this Agreement, the Employer shall obtain and pay the required premiums for sickness and accident insurance for full-time and regular part-time employees covered by this Agreement. This coverage shall become effective the first (1st) workday following completion of the probationary period. Employees who are eligible under the insurer's regulations shall receive from the employer's insurance carrier weekly indemnity payments

consisting of seventy percent (70%) of their normal weekly straight-time wages. These benefits shall be payable from the first (1st) day of disability due to accident or hospitalization and eight (8th) day of sickness, for a period not to exceed twenty-six (26) weeks for any one (1) period of disability. Employees are not entitled to this benefit for any disability for which they may be entitled to indemnity or compensation under a retirement plan, the Social Security Act, or any Workers' Compensation. During the period that an employee is receiving sickness and accident insurance benefit payments, the Employer will continue the payment of health insurance benefits under the same terms that would have occurred if the employee was actively working.

**PENSION, LIFE INSURANCE AND LONGEVITY PAY**

**Section 24.0 Pension.** The County will make a contribution to the Nationwide Life Insurance Pension Program on behalf of the individual for both full-time and regular part-time employees at the following schedule:

Under one year	2% of base wages
Over one year, less than three years	3% of base wages
Over three years, less than five years	4% of base wages
Over five years, less than seven years	6% of base wages
Over seven years, less than ten	8% of base wages
Over ten years, less than twenty	10% of base wages
Over twenty years, less than twenty five	12% of base wages
Over twenty five years	13% of base wages

Payments to the pension program will be as soon as possible, but no later than 30 days after the end of each quarter.

**Section 24.1 Life Insurance.** The County will provide to full-time employees and regular part-time employees life insurance at two (2) times the base compensation commencing the first day of the month following their date of hire and ending upon termination of employment.

**Section 24.2 Longevity Pay.** All full-time employees shall be eligible for longevity pay in accordance with the following schedule and all regular part-time employees shall be eligible for one-half (1/2) of this schedule:

YEARS OF CONTINUOUS SERVICE	LONGEVITY PAYMENT
Less than five years	\$0

At least five years, but less than eight years	\$220
At least eight years, but less than eleven years	\$245
At least eleven years, but less than fourteen years	\$270
At least fourteen years, but less than seventeen years	\$350
At least seventeen years, but less than twenty years	\$400
At least twenty years,	\$500

Longevity pay will be paid in December by a separate check to those employees in the active service of the County as of December 1 of a particular year. In order to be eligible for full longevity payment, an employee must have accrued one complete year of continuous service during the previous period from December 1 to November 30. Upon retirement or after twenty-five (25) years of continuous service with the County, longevity shall be paid prorated for time worked in the year of termination.

**UNION BULLETIN BOARD**

**Section 25.0 Union Bulletin Boards.** The Employer will provide a bulletin board, which may be used only by the Union for posting notices pertaining to Union business.

**MISCELLANEOUS PROVISIONS**

**Section 26.0 Miscellaneous Provisions.** Per diem, housing and meal allowances will be as follows:

- (a) Housing: As approved by the Board of Commissioners.
- (b) Meals: Maximum allowable will be (receipt required)
 

\$7.00	Breakfast
\$8.00	Noon Meal
\$15.00	Evening Meal
- (c) County sponsored group meals must be approved in advance

(d) Charge for individual meals will be authorized only when the individual is required to eat outside the County except if required by court order.

(e) Use of Personal Vehicle. Whenever an employee is required to use their personal vehicle on the business of the County, they shall be accorded mileage at the IRS rate in effect for that period of time. No mileage allowance will be made without prior approval of the chair of the Board of Commissioners.

(f) Personal Property. Watches, eyeglasses and other items of personal property of employees with a value of less than two hundred dollars (\$200.00) per item which is damaged in the line of duty shall be repaired or replaced by the Employer.

(g) Uniforms and Maintenance. The Employer will provide uniforms to all employees required to have uniforms. For the purpose of this section, selection of the uniform is determined by the Employer and shall consist of four (4) winter shirts, four (4) summer shirts, four (4) pair of pants, one (1) winter jacket and one (1) summer jacket.

(h) The Employer will provide funding each year of the Contract to pay for training, conferences or classes which are related to the employee's job. The employee shall request approval of the training, conference or class from his/her supervisor.

The Employer shall pay the cost of necessary cleaning of uniforms at a location selected by the Employer. It will be the responsibility of the employee to keep their uniforms in good repair. In the event that articles of the uniform become un-mendable, the employee will return to the Employer for a replacement. In the event employment is terminated, the employee will return all articles of uniforms in good repair within five (5) days or final compensation will be withheld or reduced by the items not returned.

### **AID TO OTHER UNIONS**

**Section 27.0 Aid to Other Unions.** The Employer 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 for the purpose of undermining the Union.

### **TERMINATION AND MODIFICATION**

**Section 28.0 Termination and Modification.** This Agreement shall be effective on January 1, 2010 and shall continue in force and effect until December 31, 2011.

(a) If either party desires to amend and/or terminate this Agreement, it shall be sixty (60) days prior to the above termination date and give written notification of same.

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days written notice prior to the current years termination date.

(c) Notice of Termination and Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union to Michigan Council 25, AFSCME, AFL-CIO, 1034 N. Washington Avenue, Lansing Michigan 48906, and if to the Employer, addressed to Missaukee County, 111 S. Canal Street, Lake City, MI 49651, or to any such address as the Union or the Employer may make available to each other.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement. The Employer agrees to continue all contractual terms and provisions past the expiration date of this contract until a new contract takes effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed on the day and year first above written:

FOR THE UNION:

FOR THE EMPLOYER:

_____	_____	_____	_____
Dale Mosher, Chairperson	Date	Susan Rogers, Chairman	Date
_____	_____	_____	_____
Larry Richardson	Date	Carolyn Flore, County Clerk	Date
_____	_____	_____	_____
Clorinda Starlin	Date	Barbara Hancock, Co Treasurer	Date
_____	_____	_____	_____
Lori Hamilton, Staff Representative AFSCME Council 25	Date	William J. Donnelly Jr, Pros Atty	Date

**Appendix A**  
**MISSAUKEE COUNTY EMPLOYEES WAGE SCHEDULE**  
**AFSCME Supervisory Wage Assignment 2007-2008-2009**

Effective January 1, 2010 (reflects \$600.00 added to base equals \$0.2885/hour)

	Year 1	Year 2	Year 3
Group I	16.2385	N/A	N/A
Group II	16.9885	17.4485	17.8885
Group III	19.1785	19.6285	20.0885
Effective January 1, 2011 (reflects 2.5% increase)			
		N/A	N/A
Group I	16.6444		
Group II	17.4132	17.8847	18.3357
Group III	19.6580	20.1192	20.5907

Group I shall consist of only New Probationary employees from Group II and III. They shall remain at the probationary pay level of Group I until they either pass probation and or a raise to their Group II or Group III level is agreed upon due to prior experience in the classification, advanced education and other extenuating circumstances. Group II consist of the following classifications: Head Custodian. Group III consists of the following classifications: Equalization Director, Planning Director, Park Manager, Building Inspector and Senior Office Manager.

## **Appendix B**

### **Insurance Coverage**

#### A. Major Medical/Comprehensive Insurance

1. Health Insurance. Community blue PPO 4 (\$500/1000 Deductible, \$1,500/3,000 co-pay at 80/20 in Network, \$500.00 Preventive Services, \$20.00 Office Visit Rider, \$10.00 Generic/\$40.00 Brand Name RX.
2. Dual Coverage. If an employee provides evidence of health care coverage with another carrier the employee may elect to receive \$300.00 per month in lieu of health and dental insurance, subject to the terms of change in status in eligible coverage.

#### B. Dental. The dental insurance program provides the following coverage's through Delta Dental:

\$600 maximum yearly amount

Class I (50/50 co-pay)

Class II (50/50 co-pay)

Class III (50/50 co-pay)

Orthodontics at \$600 a lifetime

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