

12-31-72

County 66
5/26/72

CALHOUN County

Calhoun County Board of Commissioners

AGREEMENT

This Agreement made and entered into this 4th day of March, 1971, shall be effective as of January 1, 1971, except as otherwise stated herein, by and between the Calhoun County Board of Commissioners, hereinafter designated the "Board," and the Association of Calhoun County Employees, hereinafter designated the "ACCE."

WITNESSETH:

The parties hereto have engaged in collective bargaining with respect to the salaries, hours of work, and other conditions of employment for the employees being, or who may during the life of this agreement be employed by the County departments listed in Article I, Section 1, and have agreed as follows:

ARTICLE I RECOGNITION AND POLICIES

Section 1: The Board agrees that, during the life of this agreement, it will not recognize any labor organization other than ACCE as the collective bargaining agent for the employees of the Circuit Court, County Clerk, Controller, Maintenance, County Guardian, District Court, Drain Department, Equalization Department, Extension Department, Friend of the Court, Health Department, Juvenile Court (except Juvenile Home workers), Mental Health Department (except Social Work Supervisors), Planning Department, Probate Court, Probation Department,

Calhoun County

LABOR AND INDUSTRIAL
RELATIONS LIBRARY
Michigan State University

Prosecutors Office, Register of Deeds, and Treasurers Office, EXCLUDING Department Heads, and all Sheriff Department personnel, Soldiers Relief Commission, Department of Public Works, and all part time workers on an Hourly Rate.

Section 2 - Check-off: It is agreed that all employees who come within the provisions of this agreement will be requested to sign a card or form as provided by the union authorizing the deduction from the employees' wages of all union dues, initiation fees and special assessments as may be established by the union, and become due to it during the life of this agreement. The employer agrees to comply with such written authority and to transmit such sums to the union.

Section 3: The Board agrees that during the term of this agreement, it shall be a condition for receiving a paycheck from the County of Calhoun for employment services rendered that all present and future employees (after 30 days from date of hire) shall either become members of ACCE or pay the equivalent of union dues as a service charge for his representation by ACCE. Such employees shall pay the service charge by means of the check-off as hereinbefore provided. In the event any employee fails to execute a check-off authorization within thirty (30) days after written notice by the ACCE to such employee, the ACCE shall thereafter certify to the Calhoun County Controller those employees who have failed to execute the said check-off authorization. Upon the receipt of said certifications, the Controller of Calhoun County shall no longer pay those persons certified as having failed to execute the check-off authorization.

ARTICLE II SALARIES

Section 1: All employees as described in Article I - Section 1, having an annual salary of \$5,013 or less for calendar year 1970 will receive a 10% pay increase, effective January 1, 1971. The 10% increase shall be based upon the annual salary listed for each employee as of December 31, 1970.

Section 2: All employees employed prior to January 1, 1971, having an annual salary of \$5,014 or more for calendar year 1970 will receive a 7.5% pay increase, effective January 1, 1971. The 7.5% increase shall be based upon the annual salary listed as of December 31, 1970.

Section 3: All employees shall receive, on January 1, 1972, a 5% pay increase based upon their annual salary classified as of December 31, 1971.

Section 4: All persons hired after January 1, 1971, shall be hired at the "Probation" salary as computed in schedule "A" of Appendix A attached hereto. All persons hired after January 1, 1972 shall be hired at the probation salary as computed in Schedule "B" attached hereto. Exceptions to this section shall be authorized only upon approval of the Finance-Controller Committee and the Board of Commissioners.

Section 5: Upon completion of 90 days of employment from date of hire, an employee shall be eligible to be advanced to the base rate applicable. The head of the department in which the employee is employed shall have the sole authority to authorize the

advancement of an employee from the probation rate to the base rate. Provided that, if an employee has completed 180 days of employment and such employment has not been terminated by his department head, but such employee has not been authorized to advance to the base rate of his classification, such advancement shall be automatic beginning the 181st day of employment.

Section 6: Each Department Head shall furnish to the County Controller a statement signed by the Department Head, that an employee is to be advanced to the base rate, subject to provisions of Section 5. In addition, a Department Head shall immediately notify the County Controller of any employment termination. The County Controller shall notify any Department Head if an employee has been employed 180 days without approval by the Department Head for advancement to the base rate. Such notification shall be to the effect that named employee has been automatically advanced to the base rate in accordance with Section 5.

ARTICLE III

GRIEVANCE PROCEDURE

Section 1: For the purpose of this agreement, the term "grievance" means any dispute regarding the meaning, interpretation, or alleged violation of the terms and provisions of this agreement.

Section 2: Any employee who believes he has a grievance must submit his complaint to his immediate supervisor or his Department Head within a reasonable time after the occurrence of the event upon which the

grievance is based. Adjustment of the grievance may take place without intervention of a representative of ACCE, if the adjustment is not inconsistent with the terms of this agreement, provided that the ACCE has been given an opportunity to be present at such adjustment.

Section 3: In the event that the adjustment, or lack thereof, as determined by his immediate supervisor or Department Head is not to the employee's satisfaction in the above procedure, then the grievance may then be presented to the Departmental Employee Relations Committee of the Board of Commissioners. A representative of ACCE shall be given the opportunity to be present and aid the employee in the presentation of his grievance.

Section 4: If the grievance of the employee is not resolved by the Departmental Employee Relations Committee, such grievance shall, upon request of either the Board or ACCE be referred to arbitration. The party requesting arbitration shall so notify the other party in writing. In case an arbitrator is not agreed upon within 7 days after notification, said arbitrator shall be selected through the State Labor Mediation Board.

ARTICLE IV

LEAVES OF ABSENCE

Section 1 - General Policy: The following types of leaves are officially established: holidays, vacation, sick leave, military leave, closing of the building by action of the Board of Commissioners, and leave without

12
pay. All leaves may be granted by the Department Head in conformance with the rules established for each type of leave.

Section 2 - Holidays with Pay: The following days shall be recognized as holidays: New Year's Day; Washington's Birthday; Lincoln's Birthday; General Election Day; Columbus Day; Memorial Day; Independence Day; Labor Day; Veteran's Day (Armistice); Thanksgiving Day; Christmas Day; one-half day December 24, and one-half day December 31, beginning at 12:00 Noon, provided that they are regularly scheduled work days; and Good Friday Afternoon, beginning at 12:00 Noon.

- a. If a legal holiday is on Saturday, the County offices will be closed on the preceding Friday.
- b. The County offices will be closed the Friday following Thanksgiving Day.
- c. The County offices will be closed on Thursday afternoon during the week of the Calhoun County Fair.
- d. Whenever a recognized holiday is on a Sunday, the County offices will be closed on the following Monday.

Section 3 - Vacations: Each employee of the County shall earn vacation credits and shall be allowed paid vacations as follows:

- a. 10 work days per year after one year of continuous service.
- b. 15 work days per year after five years of continuous service.
- c. 20 work days per year after ten years or more of continuous service.

Vacations shall be computed from the anniversary date of hire of the employee.

In the event that an employee fails to utilize the full vacation in any year, due to a heavy workload in the department, one week may be accumulated and used the following year.

Scheduling of vacations during the year shall be at the discretion of the Department Head with primary consideration given to the requirements of the department. Consideration of employee preference shall be given when possible and practical.

Section 4 - Sick Leave: All employees shall receive one day paid sick leave credit for each completed month of service. Such leave credits not used may be accumulated up to a maximum of 90 days.

At time of termination of employment or retirement, one-half of the accumulated sick leave existing will be paid to the employee at regular salary rate.

County Department Heads are responsible for maintaining written records of employees sick leave credits. Sick leave may be used, with the approval of the Department Head, in case of injury, illness, or contagious infection of the employee, or in cases of death or illness in his immediate family requiring his presence. The Department Head may require proof of medical treatment when he deems it appropriate. An employee absent for any of the above reasons must so inform his immediate supervisor as soon as possible in order to be paid for the absence as sick leave. Sick leave shall not be granted for any fraction of a day other than one-half.

Section 5 - Military Leave: Shall be in accordance with statutes governing same.

Section 6 - Closing of the Building: In the event the Board of Commissioners shall order the County offices closed, such closing shall be considered the same as a holiday time and there shall be no loss in pay for such closing.

Section 7 - Leave without Pay: Department Heads may grant a regular employee leave without pay for a period not to exceed one year. Vacation credits and sick leave credits cannot be accumulated for a period of leave without pay. However, such leave without pay will not interrupt continuous County employment.

ARTICLE V WORKING HOURS

Normal working hours of all employees covered by this contract are from 8:00 a.m. to 5:00 p.m., Monday through Friday.

Employees shall receive one hour off for the noon meal, however, departments will remain open during the noon hour and the employees meal hour shall be staggered to achieve this purpose.

ARTICLE VI OVERTIME

When the needs of a department requires that an employee work overtime, such work may be compensated by granting an equal amount of time off if approved by the Department Head. Monetary compensation for authorized overtime may be paid only if authorized by the Board of Commissioners.

— 8 —

In the event of an emergency, the Finance-Controller Committee in conjunction with the approval of the Department Head and that department's committee Chairman may authorize such payments. In such an emergency, notification shall be given to the Controller.

ARTICLE VII HOSPITAL AND SURGICAL INSURANCE

All employees shall be eligible to participate in the County Hospital-Surgical Insurance Plan. County pays cost of coverage for employee and employee pays for dependents. Applications shall be secured from the Controller's Office, signed, and returned indicating whether or not the insurance is desired.

ARTICLE VIII LIFE INSURANCE

All full time employees are eligible to participate in the County Life Insurance Program at County expense, \$2,000.00 for all County employees.

ARTICLE IX RETIREMENT

County employees may retire at age 65. The Department Head may request the approval of the Retirement Board to retain the employee to his 70th year. No employee shall be allowed to remain after his 70th year.

— 9 —

**ARTICLE X
DURATION**

This Agreement shall become effective as of the first day of January, 1971, and the terms and provisions hereof shall remain in full force and effect through the 31st day of December, 1972, and from year to year thereafter, unless either party hereto shall notify the other in writing at least 60 calendar days prior to the expiration of this Agreement.

ARTICLE XI

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request by either party hereto, the Board and the ACCE shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the 4th day of March, 1971, in Marshall, Michigan.

I N D E X

* * *

	Page
Check-off	2
Departments	1
Duration	10
Grievances	4
Holidays	6
Insurances	9
Leaves of Absence	5
Military Leave	7
Overtime	8
Retirement	9
Salaries	3
Sick Leave	7
Vacations	6
Working Hours	8

calendar year 1972, until the date of expiration, the following salary schedule shall be implemented for the respective classifications.

CLASSIFICATION	^{6-6^{mo}} <u>01</u>	^{6-14¹} <u>02</u>	¹⁻² <u>03</u>	²⁻³ <u>04</u>	³⁻⁴ <u>05</u>	⁴⁻⁵ <u>06</u>
Deputy Sheriff	\$ 8,100	\$ 8,300	\$ 8,600	\$ 9,100	\$ 9,600	\$10,100
Sergeant	9,000	9,200	9,500	10,000	10,500	11,000
Detective	9,000	9,200	9,500	10,000	10,500	11,000
Captain	10,300	10,500	10,800	11,300	11,800	12,300
Matron	5,800	5,892	6,085	6,384	7,058	7,406
Deputy Sheriff Cook	5,477	5,751	6,040	6,340	6,650	6,975
" Clerk	4,974	5,098	5,223	5,484	5,758	6,046
" Secretary	5,910 6000	6,058 6180	6,209 6310	6,519 6630	6,844 6951	7,186 7309

Section 2: It is further agreed between the parties, as to part-time personnel, as follows:

- (a) Part-time matrons shall be paid at an hourly rate of Two and 50/100 (\$2.50) Dollars per hour.
- (b) The part-time cook shall be paid at an hourly rate of One and 85/100 (\$1.85) Dollars per hour.

The above salaries were negotiated between the Sheriff Department employees & the Calhoun County Board of Commissioners. However, because of the Wage Freeze, they were only given a 5.5% increase.