

**AGREEMENT**

**Between**

**THE MARQUETTE COUNTY BOARD OF COMMISSIONERS,  
THE PROBATE COURT,  
96TH DISTRICT COURT,  
25TH CIRCUIT COURT,  
THE MARQUETTE COUNTY CLERK,  
THE MARQUETTE COUNTY PROSECUTING ATTORNEY,  
THE MARQUETTE COUNTY REGISTER OF DEEDS,  
THE MARQUETTE COUNTY SHERIFF,  
AND  
THE MARQUETTE COUNTY TREASURER**

**And**

**THE MARQUETTE COUNTY COURTS  
AND COURTHOUSE EMPLOYEES'  
LOCAL #2914,  
AFFILIATED WITH MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO**

**Effective Date: April 1, 2011  
Termination Date: December 31, 2012**

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## **AGREEMENT**

### **\* ARTICLE 1. PREAMBLE.**

This Agreement, entered into on this 1<sup>st</sup> day of April 2011, between the Marquette County Board of Commissioners, Probate Court, 96th District Court, 25th Circuit Court, the Marquette County Clerk, the Marquette County Prosecuting Attorney, Marquette County Register of Deeds, the Marquette County Sheriff, and the Marquette County Treasurer (hereinafter referred to as the "EMPLOYER"), and the Marquette County Employees Local #2914, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

### **ARTICLE 2. PURPOSE AND INTENT.**

- a. The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.
- b. To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.
- c. This Article in and of itself shall not serve as the basis for initiation of the grievance procedure contained herein.

### **ARTICLE 3. LANGUAGE.**

- a. Unless otherwise defined in this Agreement, all words shall connote their common meaning.
- b. The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.
- c. Wherever in this Agreement the masculine or feminine pronouns "man", "men", "he", "she", or related pronouns may appear, either as words or as part of words, they have been used for literary purposes and are meant in their generic sense (i.e., to include humankind--both female and male sexes).
- d. Unless otherwise provided, wherever in this Agreement the term Employer is used in a communications context, such communication shall be directed to the Human Resources Manager.

Similarly, wherever the term Union is used, such communication shall be directed to the Local President unless otherwise provided.

**\* ARTICLE 4. RECOGNITION.**

- a. Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the sole representative for the purpose of collective bargaining in respect to rates of pay, wages, hours and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

All full-time and regular part-time employees of the Marquette County Board of Commissioners, the Probate Court, 96th District Court, 25th Circuit Court, Marquette County Clerk, Marquette County Prosecuting Attorney, Marquette County Register of Deeds, Marquette County Sheriff, and Marquette County Treasurer, excluding supervisors, executive employees, irregular part-time employees, temporary employees, and all others.

- b. A regular part-time employee is defined as an employee who is budgeted to work at least 1040 hours per year but less than forty (40) hours per week.
- c. Temporary employees may be hired to replace regular full-time employees who are on any form of leave. Temporary employees replacing employees on any form of leave shall not be eligible for Union membership. Should a regular full-time position filled by a temporary employee as a result of any form of leave become vacant, through the resignation or failure of the employee on any form of leave to return, such position shall be subject to the job posting and bidding provisions of this Agreement. In the event the position is awarded to an incumbent temporary employee said employee shall be eligible to become a member of the Union and rank for seniority purposes based on the cumulative total of actual working days starting from the date of original hire. In this event, an amount equal to those current Union dues, dating back to the date of original hire, will be paid to the Union by the affected employee within thirty (30) days of such hire. Such retroactive seniority credit will be for the purposes of posting and bidding, layoff, and recall only. Wages and fringe benefit accruals will be based upon date of award of regular position.
- d. Irregular part-time employees may be used to augment the workforce seasonally or during peak work loads. Irregular part-time employees are limited to less than 1040 hours in a continuous 12 month period. In the event that any irregular part-time employee works more than 1040 straight time hours in any continuous 12 month period in any one position, the position occupied by the employee shall be considered a regular part-time position and shall be subject to the job posting and bidding provision of this Agreement.

**ARTICLE 5. UNION SECURITY (Agency Shop).**

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

- b. Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

**ARTICLE 6. DUES CHECK OFF.**

- a. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix D); provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- b. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- c. The Employer agrees to provide this service without charge to the Union.
- d. The Employer is not responsible for the deduction of union dues when the Employee is on unpaid leave.

**ARTICLE 7. REPRESENTATION FEE CHECK OFF.**

- a. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix D), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.
- b. The amount of such representation fee will be determined as set forth in Article 6 of this contract.



- c. The Employer agrees to provide this service without charge to the Union.

**ARTICLE 8. REMITTANCE OF DUES AND FEES.**

- a. When Deductions Begin:

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay period of the month and each month thereafter.

- b. Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to the Local #2914 Treasurer, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

- c. The Employer shall additionally indicate the amount deducted, and notify the Local #2914 Treasurer of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

**ARTICLE 9. UNION REPRESENTATION.**

- a. Officers and Stewards.

1. The Employer shall be notified of local officers and stewards (Local President, Vice-President, Secretary and Treasurer) and all stewards as listed in paragraph (a) 2 below upon the execution of this Agreement, and shall be promptly notified in writing of any changes as they occur during the term of this Agreement.
2. The employees covered by this Agreement will be represented by up to eight (8) stewards. The Union shall have the exclusive right to designate said stewards, and shall assign at least one (1) steward to each of the following locations or departments:

- One steward for the Circuit Court
- One steward for the District Court
- One steward for the Youth Home
- Four stewards for the Departments other than those listed above

3. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.

4. A steward, during his regular working hours, without loss of pay, may investigate and present grievances within his department(s), provided he has prior permission from his department head.
5. The Local President shall be allowed during working hours to present grievance to the Employer at Step 3, in accordance with the grievance procedure, provided he has prior permission from his department head.
6. In any event, the Employer shall allow a reasonable period of time, not to exceed two hours per week without the approval of the respective department head, for investigation and/or presentation of grievances by the steward or Local President within the time limits imposed by the grievance procedure. Department head approval shall not be unreasonably denied.
7. The Local President, Secretary, and Treasurer may be allowed a reasonable period (see 6 above) of time to prepare reports necessary to the operation of the Union.

b. Union Negotiating Committee.

1. Employees covered by this Agreement will be represented in negotiations by five (5) negotiating committee members from the unit. Upon their appointment, the Employer shall be notified of the names of the members of the negotiating committee and their alternates. The Employer shall be promptly notified in writing of any changes in the negotiating committee as they occur during the term of this Agreement.
2. All negotiating sessions by the parties shall commence at a time mutually agreeable.
3. Members of the negotiating committee shall be paid by the Employer for all hours spent in negotiations during regular working hours.

**ARTICLE 10. MANAGEMENT RIGHTS.**

The Employer retains on its own behalf and on behalf of the electors, solely and exclusively, all its inherent rights, functions, duties and responsibilities, with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the Employer will be conducted except where those rights may be clearly, expressly and specifically limited in this Agreement. It is expressly recognized, merely by the way of illustration and not by way of limitation, that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of the Employer include, but are not limited to: (1) full and exclusive control of the management of the Employer's operations; the supervision of all methods, processes, means and personnel by which any and all work will be performed; the control of property, and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities; and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work; establish,

eliminate or change classifications; assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees; and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

#### **ARTICLE 11. RESPONSIBILITY.**

- a. The Employer agrees that for the duration of this Agreement there shall be no lockouts.
- b. The Union, its officers, agents and members, agree that for the duration of this Agreement there shall be no strikes, sit-downs, slowdowns, stoppages of work, or any acts of any kind or form whatsoever, however peaceable, that would interfere with the operations of the Employer.
- c. Union members will not engage in Union activity on the Employer's time, or engage other employees in Union activity while such employees are on the Employer's time, except as specifically provided by this Agreement.
- d. The Council #25 Field Representative may have discussions with an employee during regular business hours upon the approval in advance by the appropriate department head.

#### **ARTICLE 12. SPECIAL CONFERENCES.**

- a. Special conferences for important matters of mutual concern may be scheduled by mutual agreement. Such meetings shall be between Union officers and the Employer, and may be represented by a representative of Council #25. A proposed agenda of the matters to be taken up at the special conference shall be submitted at the time a special conference is proposed. After a special conference is scheduled and an agenda has been proposed by the parties, discussion at the conference will be confined to those topics included in the agenda.
- b. Special conferences shall not be used as a substitute for the grievance procedure provided by this Agreement, nor shall a special conference become a substitute for the negotiation process.
- c. The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference in a room designated by the Employer. Union members shall not lose time or pay for time spent in a special conference.

#### **ARTICLE 13. GRIEVANCE PROCEDURE.**

- a. The term grievance shall mean an allegation that a breach, misinterpretation, or improper application of this Agreement has occurred.
- b. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between them as to the application and interpretation of this Agreement. Employees are required to follow and use this procedure for all grievances for which they seek redress. Any grievance should be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is

reasonably possible without interruption of work except to present the grievance; but in any event the grievance in order to become the basis for a claim, must be presented within ten (10) working days after the employee knows or should have known if he exercised reasonable diligence and attention to the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.

Step I. The grievance shall be presented verbally by the employee to his immediate supervisor outside the bargaining unit in an effort to resolve the grievance informally before a written grievance is filed. Grievances not resolved in the verbal step shall be reduced to writing, and shall be dated and signed by the aggrieved employee.

Step II. If the grievance is not resolved, the employee (and a Union representative, if desired) may within five (5) working days present the written grievance to the employee's department head and proceed to Step II of the grievance procedure. If such presentation is made in the presence of a representative of the Union, he shall countersign the grievance. The department head and the Human Resources Manager shall jointly investigate the grievance, and the department head shall furnish a written signed disposition to the employee (and his designated Union representative, if desired) within the first ten (10) working days after such written grievance is presented.

Step III.

(a) If the grievance remains unsettled and the aggrieved employee wishes to carry it further, the Local President shall refer the matter to the Council Representative.

(b) In the event that the Council Staff Representative, Local President and the aggrieved employee wish to carry the matter further, they shall file a written request with the Human Resources Manager within ten (10) working days after the Employer's response to Step II to arrange a meeting between the department head, Human Resources Manager, aggrieved employee and representatives of the Union for the purpose of attempting to resolve the grievance. Said meeting shall occur within fifteen (15) working days of the Human Resources Manager receipt of the written request to arrange a meeting. The Human Resources Manager will respond with a written disposition of the grievance within ten (10) working days of the meeting. Said written disposition shall be addressed to the aggrieved employee, with copies provided to the Local President and the Council Staff Representative.

(c) If the dispute remains unsettled and the Council Staff Representative wishes to carry the matter further, the Council Staff Representative and Human Resources Manager may, by mutual consent, agree to utilize the non-binding mediation process available through the Federal Mediation and Conciliation Service or Marquette Alger Resolution Service. If there is not mutual consent to go to mediation or if the mediation process fails to resolve the dispute, the Council Staff Representative shall file within thirty (30) calendar days a demand for arbitration with the Federal Mediation and Conciliation Service in accordance with the Federal Mediation and Conciliation Service Rules and Procedures. The parties agree to use Paul Glendon, John Lyons, or George Roumell as the permanent panel from which to select arbitrators for all arbitrations during the term of this agreement. When available, Paul Glendon shall be the

arbitrator for all grievances involving classification and compensation.

(d)The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction or authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall in no event award back pay prior to the date of the occurrence or the non-occurrence of the event upon which the grievance is based. The decision of the arbitrator shall be final and binding on both parties, subject to the limitations herein specified.

(e)The expenses of the arbitrator shall be the sole responsibility of the unsuccessful party to the arbitration. In the event of a split award by the arbitrator the parties will equally share the expense of the arbitrator. Each party shall be liable for any expenses incurred on its own behalf.

(f)Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's last demand. In the event the person responsible for management's response is not available at Step I, the grievance shall automatically move to the next step.

(g)Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.

(h)Each grievance when reduced to writing shall be on a grievance form (Appendix C), and shall contain a clear and concise statement specifying the article or articles of this Agreement claimed to have been violated, a brief set of facts, and the relief requested. No written grievance statement may contain more than one grievance. Any grievance which does not comply with this paragraph shall not be accepted by the Employer, and shall be returned by the Employer without action.

(i)The time limits at any step may be waived or extended only by written agreement between the Human Resources Manager and the Local President, or their designated representative in their absence.

#### **ARTICLE 14. DISCIPLINE, SUSPENSION AND DISCHARGE.**

- a. No employee who is covered by this Agreement shall be subject to any disciplinary action or shall be discharged from employment except for just or proper cause.
- b. The Employer agrees promptly upon the discharge, suspension or written reprimand of an employee, to notify in writing the employee and his steward, if the employee so desires, of the discharge, suspension or written reprimand. Said written notice shall contain the specific reasons for the discharge, suspension or written reprimand.
- c. The discharged or suspended employee will be allowed upon request to discuss his discharge or suspension with his steward. The Employer will make available a meeting room for this purpose before the employee is required to leave the property of the Employer. Upon request, the

Employer or his designated representative will discuss the discharge or suspension with the employee and/or his steward.

- d. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to Step 2 of the grievance procedure within ten (10) calendar days.
- e. In imposing any discipline or discharge on a current offense, the Employer will not take into account any prior infractions which occurred more than two (2) years previous, except that the Employer may consider as part of the Employee's record for establishing proper corrective measures any offenses which resulted in disciplinary suspension.
- f. Should it be determined by the arbitrator that an employee has been disciplined for just cause, the arbitrator shall not have jurisdiction to modify the degree of discipline imposed by the Employer.

#### **ARTICLE 15. COMPUTATION OF BACK WAGES.**

No claim for back wages shall exceed the amount of wages the employee would have otherwise earned, less compensation received from other sources.

#### **\* ARTICLE 16. SENIORITY.**

- a. Newly-hired employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment; provided that the probationary period may be extended for an additional ninety (90) calendar days at the discretion of the Employer. The employee and the Local President shall be notified in writing of any extension of a probationary period. When an employee completes the probationary period, he shall be entered on the seniority list of the unit and shall rank for seniority from the day ninety (90) calendar days prior to the day he completes the probationary period; or, in a situation where the probationary period has been extended, seniority shall rank back to the most recent date of regular part-time or full-time hire.
- b. The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth in Article 4 of this Agreement, except discharged and disciplined employees for other than Union activity.
- c. Seniority shall be on an Employer-wide basis, in accordance with the employee's most recent date of regular part-time or full-time hire, except as defined in Article 20, "LAYOFF", and Article 21, "RECALL PROCEDURE". There shall be no prorating of seniority for any provision of this Agreement.
- d. In the event of identical seniority dates, seniority shall be determined by the higher of the last four digits of the social security number.

- e. Retroactive seniority credit granted by the union will not apply to wages and fringe benefit accrual.

#### **ARTICLE 17. SENIORITY LISTS.**

- a. The Employer will provide a current seniority list to the Local President semi-annually by January 15 and July 15.
- b. The seniority list will, for all employees covered by this Agreement, indicate the employee's name, date of hire, job classification, and department.
- c. The seniority list shall not be affected by the age, race, creed, sex, or marital status of the employee.

#### **ARTICLE 18. LOSS OF SENIORITY.**

An employee shall lose his seniority and his employment shall be terminated in any of the following reasons:

- a. If he is discharged, and the discharge is not reversed through a procedure set forth in this Agreement.
- b. If he is absent for two (2) consecutive working days without notifying his department head. Exceptions may be made at the discretion of the Employer. No employee shall be absent from work without good and proper cause.
- c. If he does not return to work when recalled from layoff, as set forth in the recall procedure. Exceptions may be made at the discretion of the Employer.
- d. If he does not return as scheduled from sick leave, vacation, or leaves of absence. Exceptions may be made at the discretion of the Employer.
- e. If he is laid off for more than twenty-four (24) months.
- f. If, while on layoff, he fails to bid on any vacant position covered by this Agreement, for which he possesses the minimum requirements and is not more than two (2) pay grades lower than the position he held at the time of layoff. An employee who fails to submit a bid for a posted position as described in this subparagraph shall be deleted from the seniority list. Notice of such deletion shall be by registered mail to the employee's address of record with the Human Resources Department. A copy of such notice shall be furnished to the Local President. The Employer's notice requirements under this subparagraph shall be deemed fully discharged at such time as said notice is committed to the U.S. Postal Service.
- g. If he willfully makes a false statement which is material on his application for employment or leave of absence.

- h. If he fails to keep union dues current.

#### **ARTICLE 19. SENIORITY OF OFFICERS.**

For the purpose of layoff, the Local President, Vice-President/Chief Steward and all other Stewards, in that order, shall head the seniority list of the Local during their term of office, provided they meet the minimum qualifications for the job they seek and they are able to satisfactorily perform the work required. In the event of a dispute concerning the ability of the above listed officers to perform satisfactorily or to meet the minimum qualifications for any job covered in this Agreement, the dispute shall be a proper subject for a grievance procedure.

#### **ARTICLE 20. LAYOFF.**

- a. The word "layoff" means a temporary or permanent reduction in the work force. For purposes of this article, seniority shall be determined on a departmental basis.
- b. In the event of a layoff, the Employer shall notify the Local President as soon as practical, but in no case less than fourteen (14) calendar days prior to the effective date of the layoff, of the number of employees scheduled for layoff, their names, seniority date, job titles, and work locations. Employees to be laid off will receive at least fourteen (14) calendar days' notice of layoff. The notification provisions of this paragraph shall not apply to specially funded positions if their funding should be terminated.
- c. When there is a reduction in the work force, employees within a department will be laid off in accordance with their unit-wide seniority (least senior to be laid off first), their possession of the required minimum qualifications, and their ability to perform the work available.
- d. In the Circuit, District and Probate Courts, when an employee is laid off or his position is eliminated within his court, such employee shall have five (5) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority within his court, provided he meets the minimum qualifications of the job and can perform the work satisfactorily. An employee so "bumped" may follow the same procedure. Inter-court bumping shall not be allowed.
- e. When an employee, except as defined in "d" above, is laid off or his position is eliminated within his department, such employee shall have five (5) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority within the department, provided he meets the minimum qualifications of the job and can perform the work satisfactorily. In the event an employee is unable to bump within his department, he may bump the least senior employee in the bargaining unit holding a position for which he meets the minimum qualifications and can perform the work satisfactorily. An employee so "bumped" may follow the same procedure.



- f. For purposes of this article, an employee's department or court is determined based on the department head with ultimate authority for his employment.
- g. There shall be no regularly scheduled overtime as a result of a layoff.
- h. No part-time or irregular part-time employee shall be used in a classification where a regular employee is on layoff without offering the hours to employee on layoff. Pre-existing part-time positions will not be affected.

**ARTICLE 21. RECALL PROCEDURE.**

- a. In the Circuit, District and Probate Courts, when a position is reinstated after a layoff, employees from within the Court in which the position is reinstated will be recalled according to seniority within the Court and minimum qualifications, with the most senior Court employee on layoff being recalled first, provided the senior Court employee meets the minimum qualifications.
- b. When a position is reinstated after a layoff, employees from within the department in which the position is reinstated will be recalled according to unit-wide seniority and minimum qualifications, with the most senior departmental employee on layoff being recalled first, provided the senior departmental employee meets the minimum qualifications. At no time will a laid-off employee be required to re-qualify for his reinstated position. If no employee on layoff within the department where the position is reinstated meets the minimum qualifications and is available for recall, the provisions of Article 23, "Job Posting and Bidding", will apply.

**ARTICLE 22. TRANSFERS**

If an employee is granted a transfer to a position with the Employer not included in the bargaining unit, he may, within ONE (1) YEAR, transfer back to a position within the bargaining unit by posting to an open position. Such posting shall occur only after the posting period for all current bargaining unit members has expired. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

**ARTICLE 23. JOB POSTING AND BIDDING.**

- a. All vacancies subject to this Agreement, except during a hiring freeze declared by the Employer, shall be filled within ninety (90) calendar days from the date of the vacancy via the competitive selection process. The Local President shall be notified as to the date of vacancy. Employer will provide written notice of hiring freeze to Local President. All vacancies shall be posted for a period of ten (10) calendar days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. The term "vacancy" shall include both existing and new positions. In the event the "Employment Qualifications" for a position are revised following an unsuccessful posting and bidding process and the subsequent failure to hire a qualified candidate from outside the union, the position shall be re-posted in the revised form for a period of five (5) calendar days. A reduction in minimum qualifications for this purpose

shall not be considered a permanent change and shall not affect the pay scale as related to the position.

- b. When the vacancy is posted, the posting will note the classification, duties, pay grade, starting date/time, minimum qualifications, whether tests must be taken by the bidder, and the proposed schedule for such tests. The number and type of test(s) shall appear on the job posting, and shall be the only tests an employee must take to satisfy the job posting.
- c. All vacancies within a department will be filled by awarding the posted position to the departmental employee who bids, meets the minimum qualifications, and ranks highest in the competitive selection process. In the event no qualified employee within the department bids for a vacant position, it shall be filled by awarding the position to the unit employee who bids, meets the minimum qualifications, and ranks highest in the competitive selection process.
- d. The Employer's objective in conducting its testing program is to assure an open selection process free from discrimination in accordance with EEOC guidelines. The Employer assures the Union that continuing efforts will be made to acquire the best independently provided objective tests and/or examinations available so that tests/examinations directly relate to the skills, abilities, and qualifications required for the position. Weighing of the competitive selection factors shall be as follows:

Written Exam	300 points
Seniority	100 points
Oral Exam	200 points

For purposes of scoring the competitive selection factor of seniority, each employee shall be credited with 20 points for each year of seniority.

- e. During any posting period in which employees are being considered for a transfer/promotion, the Employer may fill a regular job opening on a temporary basis. A vacancy may be filled by a temporary employee only after the position has been posted.
- f. At the time a bid is received by the Human Resources Department, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the Human Resources Department within the posting period will be considered by the Employer prior to making a transfer/promotion. Once a regular job opening is posted, other methods of filling a regular job opening shall not be used until all bidders are considered and a decision made and communicated to all bidders and the Local President. The Local President may have access to test scores upon request.
- g. An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.
- h. Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise

available to be considered, the bidder may be disqualified; in proper cases, exceptions will be made at the discretion of the Employer.

- i. An employee who is promoted to another classification or transferred will be given a reasonable trial period, but not to exceed ninety (90) days from the start date in the new position, to demonstrate in actual performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he shall be returned to the position from which he was transferred/promoted and given a written notice of reason. A copy of this notice will be sent to the employee's local president.
- j. If the employee requests within a one (1) month period (from the start date in a new position) following a transfer/promotion from another classification, he shall be returned to his original position from which he was promoted or transferred; but, in any event, he shall be returned within the one (1) month period following his request.
- k. In the event that an employee is returned to the classification from which he was transferred/promoted, the Employer shall consider the other bidders prior to posting.
- l. An employee shall not be eligible to successfully bid for transfer or promotion more than twice in one year.
- m. An employee who has bid for a transfer/promotion in accordance with the provisions of this article and who has more seniority than the employee selected for transfer/promotion will be notified in writing of the reason(s) for the selection decision, and will be provided the name and seniority date of the employee transfer/promoted. A copy of this notification will be sent to the Local President.
- n. Should a regular job opening within a department fail to receive any bids for a minimum of three (3) different but consecutive posting periods, the Employer may discontinue posting for one (1) year such regular job openings which subsequently occur in that classification within that department. Thereafter the Employer will again post any such regular job openings, and the provisions of this paragraph shall be repeated.
- o. In the event a probationary employee is displaced by another employee being returned to their position under the provisions of (i) or (j) above, that employee shall maintain bidding rights only for a period of one year. An employee securing a job under this provision shall be subject to a full, new-hire probationary period as outlined in Article 16 Section (a) of this Agreement.
- p. In the event a non-probationary employee is displaced by another employee being returned to their position under the provisions of (i) or (j) above, that employee shall be returned to the position from which they were transferred or promoted. All employees affected in a similar manner, shall be returned to the position from which they were transferred or promoted.
- q. Criminal history background checks may be required for new and/or existing employees per county policy.

**ARTICLE 24. MILITARY SERVICE.**

- a. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.
- b. Employees who are members of any branch of the Armed Force Reserve or the National Guard will be compensated for the difference between their Reserve pay and their regular pay when they are on fulltime 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. In the case of any properly declared national or state emergency, said compensations may be extended for a period of up to six (6) continuous months.

**\* ARTICLE 25. LEAVES OF ABSENCE.**

- a. Leaves of absence requested in writing for periods not to exceed one (1) year shall be granted for:
  - 1. Medical leave (physical, mental), as certified by a duly licensed physician.
  - 2. Leave for the birth of a child will be handled under provisions of the Family Medical Leave Act.
  - 3. Prolonged illness in immediate family (spouse/minor child).
- b. Leaves of absence requested in writing for periods not to exceed one (1) year, or ninety (90) days in the case of personal leave, may be granted for:
  - 1. Serving in any elected or appointed position, public or union.
  - 2. Educational leave related to employment for one (1) time during the course of employment.
- c. Personal Business Leave. An employee may request a short-term leave of absence, not to exceed ninety (90) calendar days, for persuasive personal reasons, but not for the purpose of being gainfully employed or seeking employment elsewhere. Such request for leave of absence must be in writing to the department head, and may be granted at the discretion of the department head. There must be an interval of a minimum of 12 months between any two approved personal business leaves of absence. Personal business leaves of absence may be extended for like cause up to ninety (90) additional days. Hospitalization medical coverage and life insurance coverage will be continued at the employee's expense for an employee utilizing such leave.

In the event an employee is granted an extended personal business leave, the department head may, at his or her discretion, fill the vacant position temporarily or may choose to fill the

position via the job posting and bidding provision as outlined in Article 23 of this Agreement. In the event that the position is posted, the employee on leave shall retain bidding rights for a period of one (1) year, commencing on the ninety-first (91) day of personal leave. The employee's departmental seniority shall be based upon the department granting the leave.

- d. Such leave, excluding personal leave, may be extended for like cause at the sole discretion of the Employer for a maximum of one (1) additional year.
- e. Available personal leave and vacation balances will be depleted prior to commencement of any leave of absence listed in Section (b) and (c) above. Medical leave balances will be depleted prior to commencement of any leave of absence listed in Section (a) above. An employee shall accrue seniority while on any leave of absence granted by the provisions of this Agreement. Personal leave, vacation and medical leave will not accrue during a leave of absence. Should an employee granted a leave of absence under the provisions of this Agreement return from said leave of absence within one (1) year or less, he shall be returned to his original position. Should an employee granted a leave of absence under the provisions of this Agreement remain on leave of absence in excess of one (1) year, he shall be returned to a regular job opening to which his seniority entitles him upon termination of his leave.
- f. Members of the Union selected to attend a function of the Union may, upon approval by the Employer, be allowed up to five (5) days off per contract year, with loss of time and pay to attend. Such approval shall not be unreasonably withheld.
- g. Marquette County is a covered employer under the Family Medical Leave Act and is required to provide eligible employees up to 12 weeks of unpaid leave each year for:
  - 1. The birth of a child;
  - 2. The placement of an adopted or foster child;
  - 3. To care for a child, spouse, or parent with a serious health condition;
  - 4. For the employee's own serious health condition.

The FMLA also requires covered employers to continue health benefits coverage during the leave. After completion of the leave, the employee must be restored to the same or equivalent position. If the employee qualifies for leave under the Family Medical Leave Act, forms to apply for such leave are available through Human Resources. The failure to apply for such leave does not prohibit the employer from counting an approved medical leave of absence as Family Medical Leave. The employee shall be limited to up to twelve (12) weeks of Family Medical Leave in any rolling twelve-month period measured forward from the date the use of such leave begins. The use of a medical leave of absence under this contract shall run concurrently with the use of Family Medical Leave. The employer reserves the right to require the use of available paid time off balances, where permitted by the FMLA, before the employee goes to an unpaid status. A medical leave of absence shall not commence until paid sick leave has been depleted.

## **ARTICLE 26. JOB RATES.**

- a. The Employer shall have the right to establish the job content and job descriptions for all jobs and to evaluate all jobs for the purpose of assigning job titles, job evaluation points, and pay grades; and when changes in actual job duties warrant to change the job description and pay grade of an existing job based on the revised job content and job evaluation points, provided that the wages for each pay grade in the structure shall be set forth in Appendix A of this Agreement.
- b. If, during the term of this Agreement, a new job title is created the employer shall establish the job description for the new job title, assign job evaluation points, and the pay grade applicable thereto, and shall promptly furnish the Local President with a copy of the job description, the job evaluation points, and the pay grade assigned thereto. If the Union disagrees with the job evaluation points or pay grade during the first ten (10) calendar days after it has been so notified, it shall have the right to initiate a grievance with respect to the job evaluation points. If a grievance has not been initiated during said ten (10) calendar days' period, the job evaluation points and pay grade shall be deemed acceptable by the unit.
- c. If during the term of this Agreement the Employer deems it necessary to create a new pay grade, the rate for said pay grade shall, prior to implementation, be presented to Union representatives at a special conference. In the event the Union does not concur, the proposed pay grade shall be subject to Step 2 of the grievance procedure.
- d. The Employer and the Union agree to create a job evaluation committee. The committee will be composed of three members from the Employer and three members from the Union. The committee will meet four times per year to review reevaluation requests.
- e. If, during the term of this Agreement, alterations are made to the duties of an existing job or an employee requests a reevaluation of their job evaluation points, the committee will review the changes in job duties or the employee's request. The committee will submit any recommended changes in job descriptions and job evaluation points to the County Administrator. The County Administrator will, within thirty (30) days, review the job description and the committee's recommendation to determine appropriate job evaluation points and placement in the appropriate pay grade, and will respond to the employee. If the employee disagrees with the results of the County Administrator's decision, the employee has the right to initiate a grievance at Step 2 of the grievance procedure defined in this Agreement.  
In the event a new position is created and an employee is promoted to the new position as a direct result of the employee's re-evaluation request, any corresponding pay adjustments will be retroactive to the date of the original request.
- f. An arbitrator, when hearing a job evaluation/pay grade reevaluation grievance, will have no power to overrule the Employer unless he finds the Employer was arbitrary or unreasonable in arriving at its decision.

## **ARTICLE 27. TEMPORARY ASSIGNMENTS.**

Assignments within a department for the purpose of filling temporary vacancies may be made by the department head. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy. If an employee is temporarily assigned to a position with the employer that is not included in the bargaining unit, they may within one (1) year transfer back to their current position within the bargaining unit. Employees temporarily assigned under the above circumstance shall retain all rights accrued for the purpose of any benefits in the agreement. Union members filling in for non-union members shall retain and continue union membership and benefits (with the exception of comp time which shall be on an hour-for-hour basis and in the form of time off rather than cash payment) during the temporary assignment.

#### **ARTICLE 28. UNION BULLETIN BOARDS.**

- a. The Employer will provide bulletin boards in the Ishpeming 96th District Court, in the Courthouse and Annex, Wastewater Treatment Plant, Airport Services Center, Youth Home, and the Sheriff's Office, which may be used only by the Union for posting notices pertaining to Union business.
- b. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments, or other Union business, may be posted on these boards without prior approval by the Employer. No other notices shall be posted thereon without the prior approval of the Employer.

#### **ARTICLE 29. JURY DUTY.**

Employees shall be granted time off with pay when called to serve on jury duty. Such employees shall be paid at their regular rate for all hours up to the number of hours in their regularly scheduled workweek. In consideration of receiving their regular pay, employees shall assign to the County remuneration received for jury duty during the same period. An employee who reports for jury duty and is dismissed shall report to work for the remainder of the working day.

#### **ARTICLE 30. SAFETY AND HEALTH.**

- a. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employee.
- b. The Union will cooperate with the Employer in encouraging the employees to observe the health, safety and welfare rules and regulations that shall be prescribed by the Employer, and to work in a safe manner.
- c. Certain employees, as designated by the Employer, will be required to wear safety shoes/boots while at work. The Employer will reimburse the full amount not to exceed \$125.00 annually, to be applied toward the purchase of safety shoes/boots for those employees required to wear them.
- d. The Employer will provide appropriate outdoor clothing to be available for those employees in the facilities department who are required to work outside in inclement weather.

**ARTICLE 31. EQUALIZATION OF OVERTIME HOURS.**

Overtime hours shall be divided as equally as possible among employees in the same classification and with the ability to perform the work required within their department.

**\* ARTICLE 32. WORKER'S COMPENSATION.**

- a. Each employee will be covered in accordance with the Worker's Disability Compensation Act (Act) of the State of Michigan. Compensation for lost wages will be paid by the County Worker's Compensation carrier after the carrier has determined eligibility in accordance with the Act. Any loss-time injuries or illnesses which the carrier does not deem eligible for wage loss replacement in accordance with the Act will be paid by the County from the involved employee's accumulated medical leave. If the employee has depleted his medical leave, the employee may receive payment through vacation, personal, or other accumulated leave time.
- b. In any event, employee shall not be entitled to receive duplicate payment from any source or combination of sources from the Employer.
- c. Employees will immediately report any job-related injury or illness to the immediate Supervisor and/or Risk Management department. An employee initiating a claim will promptly complete and/or obtain any required forms to supply the Employer with necessary information to meet carrier and Department of Labor requirements.

**\* ARTICLE 33. HOURS, OVERTIME AND PREMIUM RATE.**

- a. Work Day - Work Week
  - 1. A normal workday shall consist of eight (8) to ten (10) consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time. A regular workweek shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days.
- b. Schedules
  - 1. Employee's workweek shall be as set forth on the department work schedule. Each employee shall be furnished a copy of said schedule. Employees shall be notified in writing at least fourteen (14) days in advance of any change in the work schedule.
- c. Overtime
  - 1. Overtime shall be paid for all hours worked over forty (40) in a regular workweek or over the hours in their regularly scheduled workday for those scheduled for eight (8) hours or more. Hours paid as approved vacation, holiday, or personal leave will be considered as hours worked.



2. Overtime will be paid for all hours worked on holidays as defined in this Agreement.
3. The rate for overtime shall be one and one-half times the employee's regular hourly rate including all forms of premium pay.
4. In lieu of such overtime payment, an employee shall have the option of receiving time off (compensatory time) at the rate of one and one-half (1-1/2) times the number of hours worked. Employees may accumulate comp time up to a maximum amount of forty (40) hours and comp time accumulated may be taken off or paid as overtime subject to the approval of the department head. In any event, all comp time balances shall be taken or paid as earnings during the year in which they are accrued.

d. Premium Rate

1. Employees regularly scheduled to work a minimum of four (4) hours between the hours of 6:00 p.m. and 8:00 a.m. shall be paid a premium of 30 cents per hour for all hours worked.
2. Employees receiving premium pay and required to work beyond the regularly scheduled hours shall continue to receive their respective premiums.

e. Call-Out and On Call Pay

1. An employee called out and physically reporting for overtime shall be guaranteed at least two (2) hours of pay at the rate of time and one-half.
2. Those employees that are required to be available and scheduled to be on call will be paid \$25.00 per day for each day scheduled.

f. Paid Breaks

1. Employees may take one ten (10) minute break prior to lunch period and one ten (10) minute break after lunch at a time determined by their department head.

**ARTICLE 34. MEDICAL LEAVE.**

- a. All employees covered by this Agreement shall accumulate one-half (1/2) medical leave day per pay period, not to exceed one hundred four (104) hours or thirteen (13) days per year, with unlimited accumulation. Employees will be paid one-half (1/2) of accumulated medical leave, with seventy-five (75) days the maximum amount to be paid if they quit or retire. Upon the death of an employee, one-half (1/2) of accumulated medical leave, with seventy-five (75) days the maximum amount to be paid, will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid medical leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except paid medical leave will not be counted toward overtime.

- b. An employee desiring to be absent from work for his illness, or that of a spouse or dependent child, parent or step-parent, shall notify his department head or designee of such desire and the reason before the end of the previous day, if possible; and, in any event, not more than one (1) hour after the beginning of his next work day, except in cases of an emergency beyond his control and, in such cases, as soon as possible. Absence may be excused by the department head, but the department head shall require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in cases of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown. Not more than five (5) medical leave days may be utilized per calendar year for spouse, or dependent child, parent or step-parent illness.
- c. Regular part-time employees shall accumulate medical leave on a pro-rated basis; such pro-ration shall be based on the total of straight time hours worked.
- d. Medical leave shall not be taken before being accumulated (except as described in Article 25). Medical leave may not be taken during the pay period in which it is earned.
- e. Medical leave may not be utilized during the new hire probationary period. Said leave shall accrue and be posted to employees medical leave balance upon satisfactory completion of their probationary period.
- f. The maximum accumulation for employees participating in the retire/rehire policy shall be one hundred four (104) hours.

**\* ARTICLE 35. FUNERAL LEAVE.**

An employee shall be allowed three (3) working days with pay per funeral, as funeral leave days for the purpose of attending said funeral and/or attending to directly related matters, not to be deducted from medical leave for a death in the immediate family. Immediate family to be defined as follows: mother, father, stepparents, brother, sister, wife or husband, son or daughter, stepchildren, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and employee's and spouse's grandparents and grandchildren. An additional two (2) days shall be granted for the death of the employee's spouse or child/stepchild. For funeral of others, the notice requirements for use of accrued vacation and personal leave may be waived by the department head. Employees attending the funeral of an immediate family member, as defined above, in excess of 400 miles one way from Marquette will be granted an additional two (2) days of funeral leave. Any employee selected to be a pall bearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from medical leave. The Local President or his representative shall be allowed one-half (1/2) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

**\* ARTICLE 36. PERSONAL LEAVE DAYS.**

- a. Full-time employees will be granted five (5) days of personal leave during each calendar year, not to accumulate year to year. Part-time employees will be granted five (5) days of personal leave on a pro-rated basis during each calendar year, not to accumulate year to year.
- b. Personal leave shall be defined as leave which may be used at an employee's discretion subject to prior written approval by the employee's department head.
- c. Except during severe weather conditions as declared in accordance with Board policy, a request for personal leave must be submitted to the department head twenty-four (24) hours in advance of intended use. Such approval shall not be unreasonably withheld.
- d. Available personal leave will be depleted prior to commencing a leave of absence.
- e. Personal leave may not be utilized during the new hire probationary period. Said leave shall be posted to the employee's personal leave balance upon satisfactory completion of their probation.

**\* ARTICLE 37. HOLIDAYS.**

- a. Paid holidays are designated:

New Year's Day	Fourth of July	Christmas Eve Day
Martin Luther King Day	Labor Day	Christmas Day
Presidents' Day	Veteran's Day	New Year's Eve Day
Good Friday (all day)	Thanksgiving Day	
Memorial Day	Friday after Thanksgiving	

Easter Sunday will be an observed holiday for those unit members engaged in continuous 24 hour operations. This provision does not apply to those unit members regularly working a Monday through Friday schedule. Employees will be paid their current rate based on their regular scheduled work day for said holidays.

- b. Time and one-half (1-1/2) shall be paid for all hours worked on a holiday, in addition to the regular straight time holiday pay.
- c. Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.
- d. An employee shall be eligible for holiday pay under the following conditions:
  - 1. The employee must work his regularly scheduled shift prior to and immediately following the holiday. Failure to perform both shifts shall nullify the holiday with pay.
  - 2. Exceptions to the preceding subparagraph will be made:
    - Where the employee is granted prior paid leave for the shift prior to the holiday for good cause, including sickness.

- Where the employee is granted paid leave for the shift after the holiday for good cause, including sickness.
- e. Employees engaged in rotating continuous operation schedules shall receive holiday pay on the day of the actual holiday.
- f. Part-time employees will be paid one and one-half (1-1/2) their regular straight-time rate of pay for all hours actually worked on a designated holiday. Part-time employees who do not have actual hours worked on a designated holiday will not receive any holiday pay.

**\* ARTICLE 38. VACATION.**

- a. An employee will earn credits toward vacation with pay in accordance with the following schedule:
  - 1. Less than one (1) year of continuous service - actual amount of employee's accumulated vacation;
  - 2. After one (1) full year of continuous service - five (5) working days vacation;
  - 3. After two (2) full years of continuous service – eleven (11) working days vacation.
- b. For each additional year of service above two (2) years, one (1) additional day of vacation will be granted, up to twenty (20) days of vacation.
- c. Vacation time is to be credited to the employees on a per pay period basis, and shall not be taken before being credited or during the pay period in which it is earned.
- d. In cases of severance of employment for any reason by the employee or the Employer, an employee's credited vacation time must either be paid in full for the full time or granted the time off, at the Employer's discretion.
- e. Regular part-time employees shall accumulate vacation on a pro-rated basis; such proration shall be based on a total of all straight time hours worked.
- f. Accumulated vacation leave will be depleted prior to commencing a leave of absence.
- g. Vacation may not be utilized during the new hire probationary period. Said leave shall accrue and be posted to the employees vacation balance upon satisfactory completion of their probation.

**ARTICLE 39. VACATION PERIOD.**

- a. Vacations shall be granted during each year in accordance with Article 38. An employee wishing to schedule a vacation shall request same in writing at least thirty (30) days in advance; the Employer shall respond within five (5) working days. Conflicting requests are to be resolved on the basis of

seniority. In approving vacations, the department heads shall consider the employee's request and the operational needs of the department.

- b. When a holiday is observed by the Employer during a scheduled vacation, the vacation may be extended one day or the employee may be paid for that day, as mutually agreed by the parties.
- c. A vacation shall not be waived by an employee and extra pay received for work during that period. At no time can accrued vacation leave exceed the equivalent of thirty (30) days. Vacation leave earned in excess of thirty (30) days shall be forfeited.
- d. If an employee becomes ill and is under the care of a duly licensed physician during his vacation, his vacation may be rescheduled at the discretion of the Employer. In the event his incapacity continues through the year, he may be awarded payment in lieu of vacation, at the discretion of the Employer.
- e. Employees will be paid their current rate based on their regular scheduled day while on vacation and will receive credit for any benefits provided for in this agreement.

#### **ARTICLE 40. CAREER DEVELOPMENT PROGRAM.**

- a. Following completion of their ninety (90) calendar day probationary period, all full-time employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses, which will improve their skills in their present job or to help prepare them to advance to targeted positions of greater responsibility within the structure of the Employer.
- b. To participate in the Career Development Program, the full-time employee must complete a proposed Career Development Plan detailing all proposed educational courses and their relationship to the employee's career goals with the Employer, identifying the targeted position. The employee submits the completed Career Development Plan to his/her Budgetary Unit Administrator/Supervisor for departmental authorization; and the Budgetary Unit Administrator/Supervisor forwards the Career Development Plan, with recommendation, to the Human Resources Manager for final disposition. To be considered valid, the Career Development Plan must be approved by both the Budgetary Unit Administrator/Supervisor and the Human Resources Manager. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee request for career development assistance.
- c. To be approved for inclusion in a Career Development Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Human Resources Manager.
- d. To request career development assistance, employees make application identifying the specific educational course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per semester. The employee submits the completed career development assistance

application form to his/her Budgetary Unit Administrator/Supervisor for departmental authorization; and the Budgetary Unit Administrator/Supervisor forwards the application, with recommendation, to the Human Resources Manager for final disposition. Determination of approval or rejection of career development assistance applications will be made by the Human Resources Manager periodically - on the first Wednesday of the months of April, July and December. Notice of approval or rejection of application will be in writing to the employee.

- e. Upon successful completion of an approved educational course, the employee requests the institution at which he is enrolled to submit a transcript of grades and a statement of tuition costs to the Human Resources Manager. Tuition costs will be reimbursed according to the final grade earned: A-75%; B-50%; C-25%. No reimbursement will be made for any grade lower than C. No reimbursement in excess of \$1000.00 will be paid during any one fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program.
- f. Should an employee's employment with the County be terminated for any reason within one (1) year of reimbursement of tuition expenses, such employee will be liable for repayment of tuition reimbursement, and such amount will be deducted from the final payroll check.

**\* ARTICLE 41. HOSPITALIZATION MEDICAL COVERAGE.**

- a. Effective April 1, 2011, the Employer agrees to fund hospitalization medical coverage for full-time employees and their family, following satisfactory completion of initial probationary period. The package to be the equivalent of Blue Cross/Blue Shield Community Blues Plan 4 with the U.P. Blue rider, \$30 O.V. and Chiropractic co-pays, \$150.00 emergency room co-pay, tiered prescription drug rider (\$10.00/\$40.00/\$80.00 RXCM with RX 90 and contraceptive coverage), VSP 24 optical coverage and dental coverage on a 75/25 co-pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a lifetime maximum for each member of \$1,000; or substantially equivalent coverage. This coverage shall be applied to all employees covered by the terms of this agreement. The Employer agrees to pay for such coverage through December 31, 2011. Beginning January 1, 2012, Employees will begin to contribute 6% of 2011 core plan premium rates which are: single coverage \$473.92; two person coverage \$1,137.45; and family coverage \$1,421.72.. Employees who are hired or voluntarily accept a part-time position after January 1, 1999 and are working less than 35 but at least 20 hours per week, shall pay a prorated share (based on a 40 hour work week) of the cost of the premium for hospitalization medical coverage, including applicable riders, based upon regularly scheduled hours.

Annually, during the normal enrollment window, the Employer will make available to each employee the option to “buy up”, on an individual basis, to a package without the U.P. Blue Rider, with the employee paying the premium differential through payroll deduction, or “sell down” to a higher deductible package with the savings going into an HRA plan for the employee.

- b. The Employer agrees to pay the appropriate premium for hospitalization medical coverage for the full-time employee and his family during an employee's leave of absence as a result of any injury or illness up to one (1) year.
- c. For employees hired prior to January 1, 2006 the Employer agrees to pay the appropriate premium for hospitalization medical coverage for the employee and his family for all employees who retire directly from County employment without deferred status, until they become eligible for Medicare, at which time they will receive supplemental coverage. The MERS requirements of age and years of service apply to employees in both the defined benefit and defined contribution plans, but for eligibility for this benefit there will be a minimum fifteen (15) years service requirement with the County. Members with fifteen (15) or more years of service that are involuntarily laid off will be provided hospitalization medical coverage at time of drawing retirement from the County.

For employees who are hired after January 1, 2006 the Employer agrees to pay the appropriate premium for hospitalization medical coverage, for the employee, and make such coverage available for eligible dependents at the employee's expense, for all employees who retire directly from County employment without deferred status, until they become eligible for Medicare, at which time they will receive supplemental coverage. The MERS requirements of age and years of service apply to employees in both the defined benefit and defined contribution plans, but for eligibility for this benefit there will be a minimum fifteen (15) years service requirement with the County. Members with fifteen (15) or more years of service that are involuntarily laid off will be provided hospitalization medical coverage at time of drawing retirement from the County.

- d. The Employer agrees to pay the appropriate premium for hospitalization medical coverage for the full-time employee and his family while the employee is laid off, up to six (6) months. Employees who were working less than 35 but at least 20 hours per week, shall pay a prorated share (based on a 40 hour work week) of the cost of the premium for hospitalization medical coverage, including applicable riders, based upon regularly scheduled hours.
- e. The Employer will provide the option of an approved deferred compensation plan or a cash payment via payroll in the amount of \$300 per month in lieu of those employees taking the medical, dental, and vision plans. This amount to be pro-rated based upon employment status for part-time employees. To receive this benefit, an employee must provide documentation that medical coverage is provided through another source, such as through the employer of a spouse. Employees may opt out of the health insurance benefit at any time but may only opt back in during open enrollment or if there is a loss of medical coverage. Employees that are covered by Marquette County health insurance through another employee will not be eligible for health insurance in addition to that provided through the other employee but will be eligible for the deferred compensation/cash payment in lieu of insurance.

#### **ARTICLE 42. LIFE INSURANCE COVERAGE.**

- a. The Employer agrees to pay the full premium of term life insurance for each employee, face value equal to 1.5 times annual salary while employed.

- b. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

#### **ARTICLE 43. CAFETERIA PLAN**

Marquette County has agreed to provide a code section 125 cafeteria plan including the following: Premium conversion accounts (e.g. Cancer insurance); Flexible spending accounts (medical/dental/prescription etc. expenses); Dependent care expense accounts (e.g. Day care); funded via voluntary employee salary reductions as outlined in the summary plan description which will be distributed to employees within 120 days after the date of adoption of the plan. Subsequent plan years will be January 1 to December 31, with an annual enrollment window.

#### **ARTICLE 44. COMPUTATION OF BENEFITS.**

All straight-time hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement, unless otherwise specifically provided.

#### **\* ARTICLE 45. RETIREMENT.**

Most employees hired prior to January 1, 2000 covered under this Agreement will be enrolled into the Michigan Municipal Employee's Retirement System Plan B-4 with V 10, FAC 5, F55/15 years, F50/25 years, E-2 and RS 50% riders. The cost of said plan to be fully paid by the Employer, with the exception of a 3.0% employee payroll contribution for those employees participating in the Defined Benefit Plan.

All other employees shall be enrolled in the Defined Contribution Plan offered by Michigan Municipal Employee's Retirement System. The Employer agrees to make an 11% payroll contribution. Employees in the Defined Contribution Plan shall make a 2% employee payroll contribution. Participants in the Defined Contribution Plan shall be fully vested after five (5) years of service, but have the same requirements of age and years of service as the employees in the defined benefit plan.

#### **ARTICLE 46. UNEMPLOYMENT COMPENSATION.**

The Employer agrees to provide through the services of the Michigan Employment Security Commission unemployment insurance coverage for all employees under this Agreement.

#### **\* ARTICLE 47. CONTRACTING AND SUB-CONTRACTING OF WORK.**

During the term of this Agreement, the Employer shall not contract or sub-contract out any work, in whole or in part, that is regularly or normally performed by members of the bargaining unit or which would result in a layoff of any member of the bargaining unit.



The parties acknowledge that under special circumstances, contracting or sub-contracting, may be warranted. In such cases, a Special Conference shall be held to determine the appropriateness of said contracting or sub-contracting.

**ARTICLE 48. HOLD HARMLESS.**

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee at the Union's request, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

**ARTICLE 49. DISTRIBUTION OF AGREEMENT.**

The Employer agrees to make available to each employee a copy of this Agreement, and to provide a copy of the same Agreement to all new employees entering the employment of the Employer.

**ARTICLE 50. REOPENER.**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

**\* ARTICLE 51. TERMINATION AND MODIFICATION.**

This Agreement shall continue in full force and effect through December 31, 2012.

- a. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, 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 date.

- c. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- 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.
- e. Notice of termination or modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, to the Marquette County Board of Commissioners, c/o Human Resources Manager, Marquette County Courthouse Annex, Marquette, MI 49855; or to any such address as the Union or the Employer may make available.

**ARTICLE 52. SUCCESSOR CLAUSE.**

This Agreement shall be binding upon the Employer's successors, assignees, purchasers, lessees or transferees, whether each succession, assignment or transfer be effected 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.

**APPENDIX A. CLASSIFICATION AND RATES  
2011 – 2012 IN-RANGE WAGE PROGRESSION**

See APPENDIX F for additional information

**PAYGRADES FOR COURTHOUSE UNION**

Effective 01/01/11 to 12/31/12

0% wage increase

<b>PAY GRADE</b>	<b>A START</b>	<b>B 6 MOS</b>	<b>C 1 YEAR</b>	<b>D 2 YEARS</b>	<b>E 3 YEARS</b>	<b>F 4 YEARS</b>
U1	10.2292	10.4754	10.7339	11.3001	11.8910	12.5064
U2	11.0539	11.3370	11.6078	12.2110	12.8511	13.5158
U3	11.9402	12.2356	12.5434	13.1958	13.8728	14.5990
U4	12.9003	13.2204	13.5527	14.2544	14.9929	15.7807
U5	13.8112	14.1682	14.5129	15.2761	16.0639	16.9009
U6	14.8083	15.1776	15.5715	16.3716	17.2333	18.1196
U7	15.7931	16.1870	16.5932	17.4671	18.3657	19.3259
U8	16.9625	17.3810	17.8241	18.7596	19.7321	20.7538
U9	18.0211	18.4642	18.9320	19.9167	20.9507	22.0463
U10	19.2890	19.7690	20.2614	21.3200	22.4279	23.5973
U11	20.5568	21.0615	21.6031	22.7233	23.9050	25.1606
U12	21.5785	22.1201	22.6741	23.8681	25.0990	26.4038
U13	22.6617	23.2280	23.8065	25.0498	26.3423	27.7209
U14	24.0896	24.6928	25.3083	26.6377	28.0164	29.4812
U15	25.7022	26.3423	27.0070	28.3980	29.8751	31.4384
U16	27.6348	28.3241	29.0381	30.5398	32.1400	33.8141
U17	29.8382	30.5891	31.3522	32.9894	34.7004	36.5099
U18	35.3651	36.2514	37.1623	39.0949	41.1260	43.2678
U19	46.9730	48.1424	49.3610	51.9214	54.6295	57.4606

**SYSTEMS ANALYST II-COURTHOUSE UNION**

**SYSTEMS ANALYST II/WEB DESIGNER - COURTHOUSE UNION**

**SYSTEMS ANALYST/GIS COORDINATOR - COURTHOUSE UNION**

Effective 01/01/11 to 12/31/12

0% Increase

<b>PAY</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>GRADE</b>	<b>START</b>	<b>6 MOS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
I2	21.9477	22.5017	23.0680	24.2866	25.5545	26.8716

**SENIOR SYSTEMS ANALYST**

Effective 01/01/11 to 12/21/11

0% Increase

<b>PAY</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>GRADE</b>	<b>START</b>	<b>6 MOS</b>	<b>1 YEAR</b>	<b>2 YEARS</b>	<b>3 YEARS</b>	<b>4 YEARS</b>
I7	23.3862	23.9764	24.5799	25.8783	27.2293	28.6327

## **APPENDIX B. MILEAGE**

Employees who during the course of their employment are required to use their personal vehicle for County business will be reimbursed at \$.10 less than the Federal rate in effect.

**APPENDIX C. GRIEVANCE FORM**

**MARQUETTE COUNTY  
STATEMENT OF GRIEVANCE**

NAME \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ FILE NUMBER \_\_\_\_\_

CLASSIFICATION TITLE \_\_\_\_\_

BARGAINING UNIT \_\_\_\_\_ SENIORITY DATE \_\_\_\_\_

ARTICLE INVOLVED \_\_\_\_\_

Specific provision of Agreement article allegedly violated \_\_\_\_\_

Statement of facts pertaining to alleged violation \_\_\_\_\_

Formal statement of grievance \_\_\_\_\_

Relief sought \_\_\_\_\_

Grievant Signature \_\_\_\_\_

Steward Signature (if desired) \_\_\_\_\_

RECORD OF PROCEDURE

Step 1

Date of Verbal Presentation \_\_\_\_\_  
Received by \_\_\_\_\_ Position \_\_\_\_\_  
Presented by \_\_\_\_\_ Position \_\_\_\_\_  
Employer's Disposition: Granted \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
Employer Signature \_\_\_\_\_  
Date Appealed to Next Step \_\_\_\_\_ Grievant Signature \_\_\_\_\_

Step 2

Date of Written Presentation \_\_\_\_\_  
Received by \_\_\_\_\_ Position \_\_\_\_\_  
Presented by \_\_\_\_\_ Position \_\_\_\_\_  
Employer's Disposition: Granted \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
Employer's Signature \_\_\_\_\_  
Date Appealed to Next Step \_\_\_\_\_ Steward Signature \_\_\_\_\_

Step 3

Date of Request for Step 3 Meeting \_\_\_\_\_  
Requested by (Council #25 Representative) \_\_\_\_\_  
Received by \_\_\_\_\_ Date \_\_\_\_\_  
Date of Meeting \_\_\_\_\_ Disposition: Resolved \_\_\_\_\_ Unresolved \_\_\_\_\_  
Comments \_\_\_\_\_  
\_\_\_\_\_  
Employer's Signature \_\_\_\_\_  
Date Appealed to Next Step by Council #25 \_\_\_\_\_

**APPENDIX D. DUES CHECK OFF FORM**

**\* APPENDIX E. LONGEVITY**

Employees shall be entitled to longevity payments for the following amounts as determined by their seniority dates as of December 1 of such year. Such payments shall be made on the first pay period in December of each year.

10 years - 14 years of seniority = 250.00

15 years - 19 years of seniority = 400.00

20 or more years of seniority = 500.00

**APPENDIX F. ONE-TIME PAYMENT**

Each employee will receive the following lump sum payment for 2011:

Full time employee	\$1,000
32-hour employee	800
24-hour employee	600
20-hour employee	500

There will be no lump sum payment or wage increase for 2012.



**AGREEMENT**

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

FOR THE UNION:

Name

Date

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYER:

Name

Date

\_\_\_\_\_  
Gerald O. Corkin, Chairperson  
\_\_\_\_\_  
\_\_\_\_\_  
Thomas L. Solka, Chief Judge  
25<sup>th</sup> Circuit Court  
\_\_\_\_\_  
\_\_\_\_\_  
Roger W. Kangas, Chief Judge  
96<sup>th</sup> District Court  
\_\_\_\_\_  
\_\_\_\_\_  
Michael J. Anderegg  
Probate Court Judge  
\_\_\_\_\_  
\_\_\_\_\_  
Connie M. Branam  
County Clerk  
\_\_\_\_\_  
\_\_\_\_\_  
Gary L. Walker  
Prosecuting Attorney  
\_\_\_\_\_  
\_\_\_\_\_  
Patricia A. Manley  
Register of Deeds  
\_\_\_\_\_  
\_\_\_\_\_  
Michael H. Lovelace  
Sheriff  
\_\_\_\_\_  
\_\_\_\_\_  
Anne M. Giroux  
Treasurer