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Londs

LABOR AND INDUSTRIAL  
RELATIONS LIBRARY  
Michigan State University

A G R E E M E N T

BETWEEN

THE GOGEBIC COUNTY BOARD OF COMMISSIONERS

AND

LOCAL #992

AFFILIATED WITH

MICHIGAN COUNCIL #55

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

JANUARY, 1975

Gogebic County Board of Commissioners

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22675

Charles A. Londs, Controller  
County of Gogebic  
Courthouse  
Bessemer, Mich. 49911

## AGREEMENT

This Agreement entered into on this first day of January, 1975, between the Gogebic County Board of Commissioners (hereinafter referred to as the "Employer") and Local #992, affiliated with the International Union of the American Federation of State, County and Municipal Employees, and Council 55, AFL-CIO (hereinafter referred to as the "Union").

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

PURPOSE AND INTENT: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, the employees and the Union.

The parties recognize that the interest of the Community and the job security of the employees depend upon the Employer's success in establishing a proper service to the Community.

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.

### ARTICLE 1. RECOGNITION. (Employees Covered)

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit, excluding elected officials and supervisors as defined in the Act.

### ARTICLE 2. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### ARTICLE 3. 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 ninetieth (90th) day following the beginning of their employment in the unit.

#### ARTICLE 4. 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 paragraph 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 thirty (30) days immediately 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 Secretary-Treasurer of 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) See attached.

#### ARTICLE 5. 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 paragraph 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 thirty

AUTHORIZATION FORM

TO: \_\_\_\_\_  
Employer

I hereby request and authorize you to deduct from my earnings, one of the following:

[ ] An amount established by the Union as monthly dues.

or

[ ] An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to the Treasurer of the Local Union \_\_\_\_\_.

BY: \_\_\_\_\_  
Print Last Name First Name

\_\_\_\_\_  
Address Zip Code Telephone

\_\_\_\_\_  
Department Classification

\_\_\_\_\_  
Signature Date

(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 3 of this contract.

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

(d) See attached "Authorization Form".

#### ARTICLE 6. 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 designated officer of the Union 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 also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

(d) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local union, and if not resolved, may be decided at the final step of the grievance procedure.

#### ARTICLE 7. DEFINITION OF TERMS USED IN THIS AGREEMENT.

(a) "Employer" shall mean the Gogebic County Board of Commissioners.

(b) "Employees" shall mean the entire work force of all Gogebic County General Fund Departments, except those specifically excluded by the terms of this contract and as per Article 1, Recognition.

(c) "Union" shall mean Local #992, American Federation of State, County and Municipal Employees, Council 55, A.F.L.-C.I.O.

(d) "Seniority" shall mean the length of service with the County from the date of hire, regardless of the department in which the service was performed.

(e) "Probation" shall mean service time with the County required to establish qualifications for permanent employment as per terms of this agreement.

(f) "Layoff" shall mean a reduction in the work force due to a decrease of work.

ARTICLE 8. UNION REPRESENTATION.

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

ARTICLE 9. STEWARDS AND ALTERNATE STEWARDS.

(1) Chief Steward.

The stewards, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

ARTICLE 10. SPECIAL CONFERENCES.

(a) Special conferences for important matters will be arranged between the local president and the employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the union and two (2) representatives of the employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held between the hours of 9 A.M. and 4 P.M. The members of the union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union.

(b) The Union representative may meet at a place designated by the employer on the employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the employer for which a written request has been made.

ARTICLE 11. GRIEVANCE PROCEDURE. (Time of Answers)

The Employer will answer in writing any grievance presented to it in writing by the Union.

The grievance must be presented in writing by the steward to the immediate supervisor within thirty (30) calendar days after its occurrence in order to be a proper matter for the grievance procedure.

Any employee having a grievance in connection with his employment shall present it to the employer as follows:

STEP 1:

(a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.

(b) The steward may discuss the grievance with the immediate supervisor.

(c) If the matter is thereby not disposed of within two (2) working days, it will be submitted in written form by the chief steward to the immediate supervisor.

(d) The immediate supervisor shall answer the grievance within two (2) working days.

STEP 2:

(a) If the immediate supervisor's answer is not satisfactory, the grievance may be referred to the local president who may submit the grievance in writing to the supervisor within three (3) working days.

(b) The supervisor shall answer the grievance within three (3) working days.

STEP 3:

(a) If the supervisor's answer is not satisfactory, the local president may submit his appeal on an agenda to the employer. A meeting between at least two (2) representatives of the union and at least two (2) representatives of the employer will be arranged to discuss the grievance or grievances appearing on the agenda within seven (7) calendar days from the date the agenda is received by the employer.

(b) The union representatives may meet at a place designated by the employer on the employer's property for at least one-half (1/2) hour immediately preceding a meeting with the representatives of the employer for which a written request has been made.

(c) The local president or his representative shall be allowed time off his job without loss of time or pay, to investigate a grievance he is to discuss with the employer.

STEP 4:

(a) Board of Appeal. If the representatives of the employer and the union representatives do not dispose of the matter and the union believes that the matter should be carried further, it shall then refer the matter to the Council representative. The representative of the Council and/or the International Union will review the matter; and if they wish to carry the matter further, they will within thirty (30) calendar days of the employer's answer refer the matter to the Appeal Board.

(b) If the Council and/or the International Union refers the matter to the Appeal Board, it shall prepare a record which shall consist of the original written grievance prepared by the steward and the written answers to the grievance and such other written records as there may be in connection with the matter, and forward the same to the employer together with a notice that his answer with respect to the grievance is not satisfactory to the union. The matter may then be submitted to the appeal board for final disposition. Such disposition to be made within two (2) weeks of the submission to the appeal board.

ARTICLE 12. MEMBERSHIP OF THE APPEAL BOARD.

(a) The Appeal Board shall consist of two (2) representatives of the employer and two (2) representatives of the Council and/or International Union, and when necessary, an impartial chairman. The parties shall, within two (2) weeks after appointment of the arbitrator, submit to him all facts regarding the case.

(b) In the event that they are unable to settle the matter, it shall be determined by decision of an impartial chairman selected by the parties; or in the event they cannot agree upon an impartial chairman within five (5) working days, by an impartial chairman selected by the Circuit Judge of Gogebic County and not by majority vote of the Board.

(c) Any impartial chairman selected shall have only the functions set forth herein. The fees and approved expenses of an impartial chairman will be paid by the parties equally.

ARTICLE 13. TIME OF APPEALS.

(a) Any grievance not appealed from an answer at the first step of the grievance procedure to the second step and from the second step to the third step of the grievance procedure within five (5) working days after such answer shall be considered settled on the basis of the last answer and not subject to further review.

(b) A grievance may be withdrawn without prejudice, and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within one (1) month from the date of withdrawal, the grievance shall not be reinstated. Where one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of a representative case. In such event, the withdrawal without prejudice will not affect financial liability.

ARTICLE 14. WITHDRAWAL OF CASES.

(a) After a case has been referred to the Appeal Board, the case may not be withdrawn by either party except by mutual consent.



(b) Finality of Decisions. There shall be no appeal from any Appeal Board's decision. Each such decision shall be final and binding on the Union and its members, the employee or employees involved, and the Employer.

ARTICLE 15. PAYMENT OF BACK PAY CLAIMS.

If the Employer fails to give an employee work to which his seniority entitles him, and a written notice of his claim is filed within thirty (30) calendar days of the time the employer first failed to give him such work, the employer will reimburse him for the earnings he lost through failure to give him such work.

ARTICLE 16. COMPUTATION OF BACK WAGES.

No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate.

ARTICLE 17. DISCHARGE AND DISCIPLINE.

(a) Notice of Discharge or Discipline. The employer agrees, promptly upon the discharge or discipline of an employee, to notify in writing the steward in the district of the discharge or discipline.

(b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with the steward of the district and the employer will make available an area where he may do so before he is required to leave the property of the employer. Upon request, the employer or his designated representative will discuss the discharge or discipline with the employee and the steward.

(c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee or the steward consider the discharge to be improper, a complaint shall be presented in writing through the steward to the employer within two (2) regularly scheduled working days of the discharge or discipline. The employer will review the discharge or discipline and give its answer within three (3) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the union, the matter shall be referred to the grievance procedure.

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

ARTICLE 18. SENIORITY. (Probationary Employees)

(a) New employees hired in the unit shall be considered as probationary employees for the first one-hundred eighty (180) calendar days of their employment. The one hundred-eighty (180) calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period by accumulating one-hundred eighty (180) calendar days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one-hundred eighty (180) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.

(b) The union shall represent probationary employees for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (1) 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 last date of hire.

ARTICLE 19. SENIORITY LISTS.

(a) Seniority shall not be affected by the race, sex, marital status, or dependents of the employee.

(b) The seniority list on the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

(c) The employer will keep the seniority list up to date at all times and will provide the local union membership with up-to-date copies at least once a year if requested.

ARTICLE 20. LOSS OF SENIORITY.

An employee shall lose his seniority for the following reasons only:

(a) He quits.

(b) He is discharged and the discharge is not reversed through the procedure set forth in this agreement.

(c) He is absent for five (5) consecutive working days without notifying the employer. In proper cases, exceptions shall be made. After such absence, the employer will send written notification to the employee at his last-known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter may be referred to the grievance procedure.

(d) If he does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.

(e) Return from sick leave and leaves of absence will be treated the same as "c" above.

ARTICLE 21. SHIFT PREFERENCE.

Shift preference will be granted on the basis of seniority within the classification.

ARTICLE 22. SENIORITY OF STEWARDS.

Notwithstanding their position on the seniority list, stewards shall in the event of a layoff of any type be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

ARTICLE 23. SENIORITY OF OFFICERS.

Notwithstanding their position on the seniority list, the president, vice-president, financial secretary, recording secretary, and the chief steward of the local shall, in the event of a layoff only, be continued at work at all times provided they can perform any of the work available.

ARTICLE 24. SUPPLEMENTAL AGREEMENTS.

All proposed supplemental agreements shall be subject to good-faith negotiations between the employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.

ARTICLE 25. LAYOFF DEFINED.

(a) If it becomes necessary for a layoff, the following procedure will be mandatory: Probationary employees will be laid off on a district basis. Seniority employees will be laid off according to seniority as defined in Section 18 (c), 22 and 23. In proper cases, exceptions may be made. Disposition of these cases will be a proper matter for special conferences, and if not resolved, it shall then be subject to the final step of the grievance procedure (arbitration).

(b) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The

local union secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employees.

ARTICLE 26. RECALL PROCEDURE.

When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 18 (c), 22 and 23. Notice of recall shall be sent to the employee at his last-known address by registered mail or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing of notice of recall, he shall be considered a quit.

ARTICLE 27. TRANSFERS.

(a) Transfer of Employees. If an employee is transferred to a position under the employer not included in the unit and is thereafter transferred again to a position within the unit, he shall have accumulated seniority while working in the position to which he was transferred. Employees transferred under the above circumstances shall retain all rights accrued for the purposes of any benefits provided for in this Agreement.

(b) If and when operations or divisions or fractions thereof are transferred from one location to another for a period of more than seven (7) calendar days, employees affected will be given the opportunity to transfer on the basis of seniority, desire and classification. Location exchange will be considered in such cases.

(c) The Employer agrees that in any movement of work not covered above in Section 27 (a) and (b), he will discuss the movement with the union in order to provide for the protection of the seniority of the employees involved.

(d) In the event of a vacancy or a newly-created position, employees shall be given the opportunity to transfer on the basis of seniority. In such cases, all vacancies and newly-created positions shall be posted in a conspicuous place in each building in the District at least seven (7) calendar days prior to filling such vacancy or newly-created position.

ARTICLE 28. PROMOTIONS.

(a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days setting forth the minimum requirement for the position in a conspicuous place in each building. Employees interested, shall apply within the seven (7) calendar day posting period. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period to determine:

1. His desire to remain on the job.
2. His ability to perform the job.

In the event the senior applicant is denied the promotion, reasons for denial shall be given in writing to such employee's chief steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

(b) During the four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

#### ARTICLE 29. VETERANS.

- (a) Reinstatement of Seniority Employees.

Any employee who enters into active service in the Armed Forces of the United States, upon the termination of such service, shall be offered re-employment in his previous position or a position of like seniority, status, and pay, unless the circumstances have so changed as to make it impossible or totally unreasonable to do so; in which event, he will be offered such employment in line with his seniority as may be available which he is capable of doing at the current rate of pay for such work, provided he reports for work within one-hundred twenty (120) days of the date of such discharge or one-hundred twenty (120) days after hospitalization continuing after discharge.

(b) A probationary employee who enters the Armed Forces and meets the foregoing requirements must complete his probationary period, and upon completing it, will have seniority equal to the time he spent in the Armed Forces, plus thirty (30) days.

#### ARTICLE 30. VETERAN'S LAW

Except as hereinbefore provided, the re-employment rights of employees and probationary employees will be limited by applicable laws and regulations.

ARTICLE 31. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS.

(a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable Federal laws in effect on the date of this agreement.

(b) Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay with the District when they are on full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of an emergency.

ARTICLE 32. LEAVE OF ABSENCE.

Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any elected position (public or union)
2. Maternity leave
3. Illness leave (physical or mental)
4. Serving in an appointed position with the Council or International Union
5. Prolonged illness in the immediate family

Such leave may be extended for like cause.

ARTICLE 33. LEAVE FOR UNION BUSINESS.

(a) Members of the Union elected to local union positions or selected by the Union to do work which takes them from their employment with the Employer shall, at the written request of the Union, receive temporary leaves of absence for periods not to exceed two (2) years or the term of office, whichever may be shorter, and upon their return, shall be re-employed at work with accumulated seniority.

(b) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions, but not to exceed two (2) days.

ARTICLE 34. SICK LEAVE.

(a) Effective January 1, 1956, a sick leave credit of thirty (30) days shall be established by the several County Departments for each continuing full-time employee, excluding elective officials; provided such employees have a minimum of ten (10) completed years of County service on said date, to which shall be added additional

credits of one (1) day per year for each completed year of County service prior to said date, less, however, such sick leave as shall have been taken during the years 1946 to 1955, inclusive, or cash payments in lieu thereof.

Employees with less than ten (10) years of County service shall receive a proportionate basic credit, amounting to four (4) days for each completed year of County service, prior to January 1, 1956.

(b) Additional Allowances: Beginning January 1, 1956, additional credits of one (1) day for each completed monthly period of service shall be added to the basic allowance, if any, of each County employee, except that no sick leave credits shall be earned by any employee during a leave of absence without pay.

(c) Accumulation: Earned sick leave credits, added to the basic credits, if unused, shall be allowed to accumulate to a maximum of one hundred (100) days.

(d) Payments: The compensation of employees, while absent on sick leave, shall only be paid from the respective sick leave reserves of the several County Departments, but not beyond the amounts then credited to such employees.

(e) Equivalent Allowances: Employees who consistently and regularly render part-time service amounting to more than 1,000 hours or the equivalent of 125, eight (8)-hour working days, or more, during partial basis in proportion to the time actually worked. No sick leave credits shall accrue to other seasonal, intermittent or part-time employees of the County.

(f) Utilization: An employee may utilize his sick leave allowance, upon approval of the employing department, for absence due to illness, injury, exposure to contagious disease which might endanger the health of other employees, or for absences due to illness, injury or death of others as specified below:

1. Illness or Injury. Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family which necessitates his absence from work. Immediate family in such cases shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters and any persons for whose financial or physical care he is principally responsible.
2. Death. Sick leave may be utilized by an employee for absence necessitated by the death of a relative, relative-in-law, or person for whose financial or physical care he has been principally responsible.
3. Funeral Attendance. Sick leave may be utilized by an employee for serving as a pall bearer or to attend a funeral.

4. Appointments. Sick leave may be utilized by an employee for appointments with a doctor, dentist, or other recognized practitioner to the extent of time required to complete such appointments.
5. Pregnancy. Sick leave may be utilized for illness due to pregnancy. A pregnant employee who is forced to leave a position in the County service for maternity reasons shall be considered as having been laid off. The Employing Department shall determine, in consideration of the health of the employee and/or the necessities of the service of the service, when such layoff shall take place. At the request of the Employing Department, a pregnant employee may be required to present medical certification of her fitness to continue or return to work.

(g) Proofs. All sick leave shall be substantiated by written evidence as the employing agency may require, signed by the employee and his immediate superior. Illness shall be substantiated by a physician's certificate.

(h) Advances. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

(i) Transfers. An employee who transfers from one county agency to another shall be credited with his unused sick leave by the agency to which transferred, and an appropriate transfer of necessary monies shall be made between the sick leave reserves of the departments involved.

(j) Disability Payments. In cases of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Michigan Workmen's Compensation Law, such employee, with the approval of the Employing Department, may be allowed to utilize his sick leave to the extent of the difference between such disability payments and the employee's regular salary or wage.

(k) Payments on Separation from County Service. After January 1, 1956, employees leaving County service shall receive cash payments in lieu of unused sick leave credits, according to the conditions of their separation from County service, as follows:

1. At normal retirement age.

On leaving County service at normal retirement age, as defined in the Gogebic County Employees Retirement Ordinance, to accept a retirement allowance, such employee shall receive a cash payment equivalent to fifty (50) per cent of the sick leave standing to his credit at such time.



2. At death, while in County service.

In the case of the death of a county employee, a cash payment equivalent to fifty (50) per cent of the sick leave standing to his credit, at such time, shall be made to his beneficiary, as designated in the records of the Retirement System, or, if there be no such designated person or persons, then, to his legal representative or to the person accepting responsibility for burial expenses.

3. On discharge from County service.

In case a County employee is discharged from County service for reasons other than the improper conduct acts or omissions of the employee shall receive a cash payment equivalent to fifty (50) per cent of the sick leave standing to his credit at such time.

4. Voluntary separation from service.

Any County employee who leaves County service of his own volition or is discharged for cause shall not receive any cash payments in lieu of unused sick leave, but such sick leave credits as may be standing to his credit at the time of such separation shall be forfeited.

(1) Return to Service. If an employee who has previously left County service, of his own volition, and has had any sick leave credits forfeited at the time of such separation, again returns to County service within a period of five (5) years from the time of his last employment by the County, his previous unused sick leave credits shall be restored and placed to his credit.

(m) Cash payments in lieu of sick leave credits shall be computed on the current salary scale of employee involved.

(n) Sick leave cash payments shall be based on twenty-two (22) working days per month in all departments or computed pro-rata with twenty-two (22) working days per month as a basis.

ARTICLE 35. WORKING HOURS.

(a) Working hours in the Courthouse shall consist of seven (7) hours per day, Monday through Friday.

(b) One (1) hour off for lunch, not to be included in the seven (7)-hour period.

(c) Employees may take a fifteen (15)-minute coffee break in the A.M. and also a fifteen (15)-minute coffee break in the P.M.

ARTICLE 36. SHIFTS.

(a) Employees will be guaranteed a regular shift. Any hours worked other than the regular shift will be paid overtime at the regular rate.

(b) Straight time, in addition to holiday pay, shall be paid for all holidays if worked.

(c) A regular shift shall not exceed seven (7) hours per day for courthouse employees.

ARTICLE 37. HOLIDAY PROVISIONS.

(a) Paid holidays are designated as:

New Year's Day	Fourth of July
Good Friday	Labor Day
Thanksgiving Day	Presidents' Day
Memorial Day	Columbus Day
Veteran's Day	All State & National Election Days
Christmas Day	Fall Primary Election Day

Employees will be paid their current rate based on a regular working day for said holidays, excluding Courthouse custodian, who will be given time off for holidays that are worked.

(b) If a holiday falls on Saturday, the preceding Friday will be allowed; and if a holiday falls on Sunday, the subsequent Monday shall be considered as the holiday.

ARTICLE 38. VACATION ELIGIBILITY.

Employees shall be entitled to paid vacations as follows:

(a) For one (1) year of service, they will receive one (1) week of vacation.

(b) For two (2) years of service, they will receive two (2) weeks of vacation.

(c) After two (2) years of service, an employee shall receive one (1) additional day per year vacation for each year over two (2) to a maximum of twenty (20) days vacation.

ARTICLE 39. VACATION PERIOD.

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned.

(b) Vacations will be taken in a period of consecutive days. Vacations may be split into one or more weeks, providing such

scheduling does not drastically interfere with the operation. Vacations shall be taken within one year after the anniversary date.

(c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

(d) A vacation may not be waived by an employee and extra pay received for work during that period.

(e) If an employee becomes ill and is under the care of a licensed physician during his vacation, his vacation will be re-scheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.

#### ARTICLE 40. PAY ADVANCE.

(a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving, if he desires to receive it in advance.

(b) If an employee is laid off or retired, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

(c) Rate during vacation: 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 41. UNION BULLETIN BOARDS.

The employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

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

ARTICLE 43. TEMPORARY ASSIGNMENTS.

Temporary assignments for the purpose of filling vacancies of employees who are on vacation, absent because of illness, etc., will be granted to the senior employee who meets the requirements for such job. Such employees will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 44. JURY DUTY.

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay.

ARTICLE 45. SAFETY COMMITTEE.

A safety committee of employees and the employer representatives is hereby established. This committee will include the steward of each District, and shall meet at least once per month during regular daytime working hours for the purpose of making recommendations to the employer.

ARTICLE 46. HOSPITALIZATION AND MEDICAL COVERAGE.

The employer agrees to pay the full premium for hospitalization medical coverage for the employee and family.

In the event an employee is already insured, the Employer shall pay, in lieu of insurance, ten (10) dollars per month.

ARTICLE 47. EQUALIZATION OF OVERTIME HOURS.

Overtime hours shall be divided as equally as possible among employees in the same classification in their building. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

Whenever overtime is required, the person with the least number of overtime hours in that classification within their building will be called first and so on down the listing, in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (two "2" hour minimum), excluding the courthouse custodian.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

ARTICLE 48. PAY PERIOD.

Pay days shall be bi-weekly.

ARTICLE 49. TERMINATION AND MODIFICATION.

This agreement shall continue in full force and effect until December 31, 1975.

(a) If either party desires to terminate this agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.

(b) If either party desires to modify or change this agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments.

If notice of amendment of this Agreement has been given in accordance with the paragraph, this agreement may be terminated by either party on ten (10) days' written notice of termination. 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.

(c) 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 Michigan Council 55, 1034 N. Washington Avenue, Lansing, Michigan 48906, and if the Employer, to the Board of Commissioners, Bessemer, Michigan, or to any such address as the Union or the Employer may make available to each other.

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

LOCAL #992, AFFILIATED WITH  
COUNCIL #55, AMERICAN FEDERATION  
OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO

THE GOGEBIC COUNTY BOARD OF  
COMMISSIONERS

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APPENDIX A. CLASSIFICATION AND RATES OF PAY

All classifications of employees in existence at the time of the execution of this Agreement shall remain in effect during the term of this Agreement unless changed by mutual consent of the parties hereto.

DEPARTMENT & CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEARS	3 YEARS
<u>County Clerk Department:</u>					
Chief Deputy, Clerk's Office	7443.00	7630.00	7786.00	8111.00	8449.00
Deputy County Clerk-Bookkeeper	6624.00	6785.00	6915.00	7201.00	7474.00
Deputy County Clerk	6364.00	6525.00	6655.00	6915.00	7201.00
Clerk-Typist	5688.00	5823.00	5940.00	6161.00	6395.00
<u>County Treasurer Department:</u>					
Chief Deputy, County Treasurer	7170.00	7331.00	7474.00	7786.00	8111.00
Clerk, Treasurer's Office	5909.00	6057.00	6161.00	6395.00	6555.00
<u>Probate and Juvenile Court:</u>					
Probate & Juvenile Register	7300.00	7474.00	7630.00	7942.00	8280.00
Deputy Probate & Juvenile Register	6624.00	6785.00	6915.00	7201.00	7474.00
Secretary	6364.00	6525.00	6655.00	6915.00	7201.00
Assistant Juvenile Officer	6624.00	6785.00	6915.00	7201.00	7474.00
<u>Prosecuting Attorney:</u>					
Legal Secretary	6026.00	6161.00	6265.00	6525.00	6785.00
Secretary, U.R.E.S.A.	6026.00	6161.00	6265.00	6525.00	6785.00
Support Service Officer	9159.00	9385.00	9580.00	9996.00	10438.00
<u>Register of Deeds:</u>					
Chief Deputy, Register of Deeds	6624.00	6785.00	6915.00	7201.00	7474.00

NOTE: Years 5, 10, 15 and 20 for same classifications as above are continued on Page 1A, attached.

DEPARTMENT & CLASSIFICATION	5 YEARS	10 YEARS	15 YEARS	20 YEARS
<u>County Clerk Department:</u>				
Chief Deputy, Clerk's Office	8631.00	8813.00	8995.00	9190.00
Deputy County Clerk-Bookkeeper	7630.00	7786.00	7942.00	8111.00
Deputy County Clerk	7331.00	7474.00	7630.00	7786.00
Clerk-Typist	6525.00	6655.00	6785.00	6915.00
<u>County Treasurer Department:</u>				
Chief Deputy, County Treasurer	8280.00	8449.00	8631.00	8813.00
Clerk, Treasurer's Office	6785.00	6915.00	7058.00	7201.00
<u>Probate and Juvenile Court:</u>				
Probate & Juvenile Register	8449.00	8631.00	8813.00	8995.00
Deputy Probate & Juvenile Register	7630.00	7786.00	7942.00	8111.00
Secretary	7331.00	7474.00	7630.00	7786.00
Assistant Juvenile Officer	7630.00	7786.00	7942.00	8111.00
<u>Prosecuting Attorney:</u>				
Legal Secretary	6915.00	7058.00	7201.00	7331.00
Secretary, U. R. E. S. A.	6915.00	7058.00	7201.00	7331.00
Support Service Officer	10659.00	10893.00	11127.00	11374.00
<u>Register of Deeds:</u>				
Chief Deputy, Register of Deeds	7630.00	7786.00	7942.00	8111.00

DEPARTMENT & CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEARS	3 YEARS
<u>Abstractor Department:</u>					
Abstractor	7755.00	7942.00	8111.00	8449.00	8813.00
<u>Retirement Officer:</u>					
County Secretary	7027.00	7201.00	7331.00	7630.00	7942.00
<u>Courthouse and Grounds:</u>					
Custodian	6884.00	7058.00	7201.00	7474.00	7786.00
<u>Tax Department:</u>					
Assistant Director	8080.00	8280.00	8449.00	8813.00	9190.00
Appraiser Level II	7755.00	7942.00	8111.00	8449.00	8813.00
Appraiser Level I	7443.00	7630.00	7786.00	8111.00	8449.00
Secretary	5688.00	5823.00	5940.00	6161.00	6395.00
<u>Civil Defense Department:</u>					
Civil Defense Director	7755.00	7942.00	8111.00	8449.00	8813.00
<u>Agricultural Extension Office:</u>					
Secretary	6130.00	6265.00	6395.00	6655.00	6915.00
<u>Forestry Department:</u>					
Assistant Forester	7062.00	7240.00	7383.00	7656.00	7968.00
<u>District Court:</u>					
District Court Clerk	6364.00	6525.00	6655.00	6915.00	7201.00

NOTE: Years 5, 10, 15 and 20 for same classifications as above are continued on Page 2A, attached.



DEPARTMENT & CLASSIFICATION	5 YEARS	10 YEARS	15 YEARS	20 YEARS
<u>Abstractor Department:</u>				
Abstractor	8995.00	9190.00	9385.00	9580.00
<u>Retirement Office:</u>				
County Secretary	8111.00	8280.00	8449.00	8631.00
<u>Courthouse and Grounds:</u>				
Custodian	7942.00	8111.00	8280.00	8449.00
<u>Tax Department:</u>				
Assistant Director	9385.00	9580.00	9788.00	9996.00
Appraiser Level II	8995.00	9190.00	9385.00	9580.00
Appraiser Level I	8631.00	8813.00	8995.00	9190.00
Secretary	6525.00	6655.00	6785.00	6915.00
<u>Civil Defense Department:</u>				
Civil Defense Director	8995.00	9190.00	9385.00	9580.00
<u>Agricultural Extension Office:</u>				
Secretary	7058.00	7201.00	7331.00	7474.00
<u>Forestry Department:</u>				
Assistant Forester	8124.00	8293.00	8462.00	8631.00
<u>District Court:</u>				
District Court Clerk	7331.00	7474.00	7630.00	7786.00

DEPARTMENT & CLASSIFICATION	START	6 MOS.	1 YEAR	2 YEARS	3 YEARS
<u>Animal Control:</u>					
Dog Warden	5478.00	5615.00	5719.00	5940.00	6161.00
<u>Airport:</u>					
Assistant Airport Manager	7170.00	7331.00	7474.00	7786.00	8111.00
Custodian	6884.00	7058.00	7201.00	7474.00	7786.00

NOTE: Years 5, 10, 15 and 20 for same classifications as above are continued on Page 3A, attached

(a) Employees not covered by the hospitalization, shall receive ten (10) dollars per month in lieu of such coverage.

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DEPARTMENT AND CLASSIFICATION	5 YEARS	10 YEARS	15 YEARS	20 YEARS
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Animal Control:

Dog Warden	6265.00	6395.00	6525.00	6655.00
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Airport:

Assistant Airport Manager	8280.00	8449.00	8631.00	8813.00
Custodian	7942.00	8111.00	8280.00	8449.00

APPENDIX B. COST OF LIVING

(a) All employees covered by this agreement shall be granted cost of living adjustment quarterly April 1, July 1, October 1, and January 1,; such adjustment to be paid in a lump sum quarterly and the total cent per hour granted for the year X (times) 1,820 hours, shall be applied to the base rate January 1.

(b) Such adjustment shall be based on the following formula: For each .4 of a point the Consumers Price Index increases (National Average of December 1, 1972, which was 126.9) employees shall receive one cent (1¢) per hour to be applied to their base rate as provided above.

(c) The amount granted under the above shall not exceed twenty-five cents (25¢) for the year.