

2994

12/31/97

COLLECTIVE BARGAINING AGREEMENT

between

JACKSON COUNTY BOARD OF COMMISSIONERS

and

JACKSON COUNTY EMPLOYEES, UNIT C  
CHAPTER OF LOCAL 2098

affiliated with

MICHIGAN COUNCIL NO. 25, AFSCME AFL-CIO

*Jackson County*

UNIT C

January 1, 1995 - December 31, 1997

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University



## INDEX

	<u>Page No.</u>
Annual Leave (Vacation).....	31
Definitions.....	2
Discipline.....	17
Duration.....	44
Employer and Union Responsibility.....	6
Funeral Leave.....	30
General Provisions.....	39
Grade Levels.....	46
Grievance Procedure.....	14
Holidays.....	37
Hours.....	20
Insurance.....	25
Jury Duty and Court Leave.....	35
Lay-Offs.....	10
Leave of Absence.....	27
Letter of Understanding re: Carry-Over of Annual Leave.....	53
Letter of Understanding re: Temporary Employees - Parks.....	54
Letter of Understanding re: Employee Health Insurance Waiver & Compensation.....	55
Letter of Understanding re: Transfer of Community Action Agency Nutrition Employees.....	56
Letter of Understanding re: Classification Change/Seniority Transfer.....	58
Letter of Understanding re: Classification Change.....	59
Letter of Understanding re: Union/Classification Transfer.....	60
Military Leave.....	36
Overtime.....	22
Paid Time Off.....	34
Pension.....	26
Personal Leave.....	33
Purpose.....	2
Recognition.....	3
Salary Range - 1995.....	48
Salary Range - 1996.....	49
Salary Range - 1997.....	50
Section 125/ Cafeteria Plan (Full-time).....	51
Section 125/ Cafeteria Plan (Part-time).....	52
Seniority.....	7
Sick Leave.....	35
Union Representation - Dues and Fees.....	4
Vacant Positions.....	12
Wages.....	23
Work Rules.....	17



**JACKSON COUNTY  
AND  
JACKSON COUNTY EMPLOYEES, UNIT C**

**CHAPTER OF LOCAL 2098  
affiliated with  
MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)**

**COLLECTIVE BARGAINING AGREEMENT**

This agreement, made and entered into as of this 25th day April, 1995, by and between the County of Jackson, including its Commissions, Board and Authorities, of the County of Jackson, State of Michigan and its employees recognized hereunder as being represented by Unit C of Local 2098 and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO.

**A. PURPOSE**

1. 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 County and Employees and the Union.

2. The parties recognize that the interest of the community and the job security of the Employees depends upon the County's success in establishing a proper service to the Community. To these ends, the County and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all Employees.

**B. DEFINITIONS**

1. EMPLOYER. For the purposes of this agreement, the word "employer" means the County of Jackson, including its Commissions, Boards and Authorities of the County of Jackson, State of Michigan.

2. EMPLOYEE. For the purpose of this agreement, the word "employee" means

all employees of the above mentioned Chapter (Unit C), unless excluded in the recognition clause of this agreement.

a. Full-Time Employees. Employees who are regularly scheduled to work 80 hours per 80 hour pay period.

b. Part-Time Employees. Employees who are regularly scheduled to work not less than 40 but no more than 60 hours per 80 hour pay period.

c. Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed 100 calendar days. In the event that a temporary employee is promoted to a full-time or part-time employee, his/her time worked as a temporary employee shall count towards establishing seniority status. When a temporary employee is hired, the name of the temporary employee will be provided by the employer to the Chapter Chairperson.

d. Casual Employees. Employees who are called in to work as needed by the employer.

e. Co-op Employees. Employees who are normally regularly scheduled to work not more than 40 hours per 80 hour pay period through high school co-operative extension programs.

3. UNION. For the purpose of this agreement, the word "union" as used herein, means Unit C of Local 2098 and Michigan Council No. 25, AFSCME, AFL-CIO.

4. IMMEDIATE FAMILY. For the purpose of this agreement "immediate family" means the employee's spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent's-in-law, and any other person for whose financial and physical care the employee is principally responsible. For the purpose of Article S. Funeral Leave only, son-in-law and daughter-in-law are added to the definition of Immediate Family.

### C. RECOGNITION

1. The employer, a public employer under the Public Employment Relations Act, being 1947 PA. 336, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees working for Jackson County, but excluding, however, the following:

- a. Elected Officials, Department Heads, Professional employees, Supervisors, Managerial employees, Confidential employees and payroll clerk;
- b. The employees represented by the Jackson County Deputy Sheriff's Association;
- c. Employees represented by Local 139 of AFSCME at the Jackson County Medical Care Facility;
- d. Employees of the Jackson County Road Commission represented by the United States Steel Workers;
- e. All employees of the County of Jackson other than those designated as represented above or those herein specifically excluded;
- f. All employees of the Jackson County Health Department and the Jackson County Medical Care Facility included in Unit A and Unit B, Local 2098;
- g. Employees represented by the International Union of Operating Engineers, Local No. 547 at the Jackson County Medical Care Facility;
- h. All court related employees in Unit D, Local 2098;
- i. All employees represented by the Police Officers Labor Council;
- j. Temporary, casual and co-op employees;
- k. Michigan Nurses' Association employees.

#### **D. UNION REPRESENTATION - DUES AND FEES**

1. **PURPOSE.** The employer and the union agree that neither shall unlawfully discriminate against any employee because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership or non-membership in a union, nor shall the employer or the union, or its agents, or their members unlawfully discriminate against any employee because of exercising of his/her rights under PERA or this Agreement.

2. **UNION AND NON-UNION MEMBERSHIP.** All employees shall elect whether to voluntarily be a union member or voluntarily pay a representation fee. The employer and the Union agree that they will not discriminate, as set forth above, against any employee in regard to hire terms or conditions of employment in order to encourage or discourage union membership.

3. UNION ACCEPTANCE OF MEMBERSHIP. The Union agrees to accept into membership all employees who apply for Union membership. Payment of union dues and fees uniformly required is a condition of union membership and a condition of continued employment.

4. ELECTION OF MEMBERSHIP. Within thirty-one (31) days from the date of employment, or within thirty-one (31) days from the date this agreement is executed, whichever is later, each employee shall elect whether or not to apply for union membership.

a. Election for Union Membership. Employees who elect to join the Union shall execute membership and dues authorization cards required by the Union.

b. Election Against Union Membership. Employees who elect not to join the union shall execute the representation fee authorization card.

5. DEDUCTION OF FEES. The employer shall deduct from the first paycheck of each month union dues and fees or the representation fee as authorized by each employee.

6. DISCHARGE FOR NON-UNION PAYMENT. Employees who fail to remain union members, or in the alternative fail to pay the representation fee, shall be discharged by the employer within thirty (30) days after the receipt of written notice to the employer and the employee from the union, unless the employer is otherwise notified by the union in writing within such period that such default has been rectified.

7. NOTICE OF NEW HIRES. The employer will furnish to the Union a list of all new hires at the end of each pay period.

8. NOTICE OF TERMINATION OF SENIORITY. In the event an employee's seniority is terminated, the employer shall notify the union in writing following the end of the month in which termination of seniority took place.

9. BARGAINING COMMITTEE. Employees shall be represented by a bargaining committee of not more than five (5) members, to be composed of employees of the County. The employer agrees to pay bargaining committee members for the time lost from regular work during collective bargaining sessions. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made to all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify their Department Head when they intend to be absent in order to attend collective bargaining sessions. The Union president shall be entitled to attend all collective bargaining sessions without pay, however in the event the President is a member of the bargaining committee, the president shall serve with pay.



10. UNION STEWARDS. The union shall be entitled to five (5) stewards; one representing Parks and Recreation and the Airport; one representing Unit C employees in the Sheriff's Department, State Building, Court House, Kresge Building, and County Tower Building; one representing Cooperative Extension, Animal Shelter and County Garage; on representing the Maintenance Department and one afternoon steward-at-large. Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective Department Heads to visit such premises during regular work hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the department. The County premises may be used for the grievance interviews. Stewards shall investigate and present the grievances to the Department Heads through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the Department Head, giving him/her reasonable time to adjust for their absence during such periods while they are investigating or processing grievance procedures.

11. SPECIAL MEETINGS. Special meetings of urgent or compelling nature, concerning health and safety or other items in which time is important to both parties, may be called by either party in which event the parties shall endeavor to meet within seven (7) days time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the employer does not submit an agenda, no such meeting shall be held. Employees will be paid for time lost from regular working hours at such meetings. Meetings shall consist of two (2) representatives from the Union, three (3) representatives from the employer, and the staff representative of the Council.

Safety Committee meetings will be held on a quarterly basis or as needed. In the event an employee has a safety concern, he/she may notify the supervisor or Department Head or advise the Chapter Chairperson who will notify the supervisor or Department Head. If the concern is not resolved at the department level, the Chapter Chairperson may refer the issue to the Safety Committee.

12. HOLD HARMLESS. The union shall indemnify and hold the employer harmless against any and all claims or liabilities, including court costs and attorney fees, that arise out of the employer's compliance with the union's security of check-off provisions of this Agreement.

#### **E. EMPLOYER AND UNION RESPONSIBILITY**

1. The employer hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vest in it by the laws and constitutions of the State of Michigan and the United States. The management of the

business of the employer is vested exclusively in it and the employer reserves to itself all management and administrative functions including but not limited to, the full and exclusive control of the content and work and the direction and supervision and the operation of the County business and of the employees of the County. This authority of management shall include, among others, the right to hire new employees, to direct the work force, to discipline, suspend or discharge for just cause, to establish classifications, lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules, to establish overtime hours to be worked, to decide on functions to be performed, to establish methods for recording work hours of employees (other than by the use of time clocks), to establish standards of quality, all of which shall be subject to and be in conformity with the applications of express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters and rights which belong to and are part of the management of the business of the County. Any powers or authorities of the employer which are not abridged, delegated or modified specifically by this Agreement are retained by the employer.

2. No lockout of the employees shall be instituted by the employer during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in, or authorize members to engage in any such action or interfere with the services rendered by the County employees. This restriction shall apply to the employer and the Union even though all steps of the Grievance and Arbitration Procedures have been exhausted and shall pertain to any dispute or difference of opinion between the employer and the Union or between the parties and lockouts, strikes or any economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

#### F. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a sixty (60) working day probationary period which shall be accumulated within not more than 180 calendar days from date of hiring.

2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than thirty (30) working days upon the mutual written agreement of the employer and employee affected. The union shall be provided a copy of each such agreement by the employer.

3. UNION REPRESENTATION DURING PROBATIONARY PERIOD. The Union may represent employees during the probationary period for the purpose of

collectively bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged or laid-off during the probationary period shall not have recourse to the terms of this agreement except with respect to health and safety measures.

4. WAIVER OF PROBATIONARY PERIOD. The employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the union shall be notified in writing.

5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the employer, the employee shall have seniority status.

6. SENIORITY DATE. Each employee's seniority date shall be the employee's hiring date.

7. HIRING DATE. Each employee's hiring date is the first day of work for the employer as a temporary or regular in continuous full-time or part-time employment.

8. ANNIVERSARY DATE. Each employee's anniversary date shall be one year intervals from the hiring date.

9. SENIORITY LIST. The employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The employer shall submit the seniority list to the Union prior to July 15 and December 30 of each year. A seniority list shall be posted in each department.

10. APPLICATIONS OF SENIORITY. The employer agrees to recognize and apply the principle of seniority as follows.

a. Departmental Seniority. In the event of shift preferences, overtime, annual leave, personal leave, or paid time off, transfer to a temporary vacant position, and, in seven (7) or fourteen (14) day operations, regular days off, only departmental seniority shall apply. In the event of a lay-off, recall, work assignments, and filling vacant positions departmental seniority shall first apply.

b. Unit Wide Seniority. In the event of lay-off, recall and filling vacant positions, unit-wide seniority shall apply after application of departmental seniority.

c. County Wide Seniority. In the event of an indefinite lay-off, county-wide seniority shall apply for Units B and C in Local 2098 after application of departmental and unit-wide seniority.

11. SUPERSENIORITY OF UNION REPRESENTATIVES. The Chairperson of the Chapter, Secretary of the Chapter, the President, Vice-President, Secretary and Treasurer of the local shall be entitled, in the even of lay-off, notwithstanding their position on the seniority list, to be continued at their work as long as there is a job in their department which they can perform either on the basis of their past qualifications, having held the position, their experience, training, and physical, educational or technical qualifications. The stewards shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their department as long as work is being performed in their particular department, or other departments under their jurisdiction where other employees are working. Similarly, in the event they are laid-off, they shall be recalled to work in the event of lay-off on the first open job in the department which they can perform within their established classification.

12. LOSS OF SENIORITY. An employee shall lose his/her seniority rights for the following reasons. (All time periods set forth in sub-paragraphs (b), (c), and (d) may be waived if the employee provides a legitimate excuse acceptable to the employer for failure to notify or report within the time required, which shall be subject to the grievance procedure.)

a. The employee quits or is discharged for cause.

b. The employee is absent for three (3) consecutive working days without good cause and without notifying the employer and obtaining a leave of absence. The employer will issue a termination notice in such case.

c. An employee is notified by personal notice, e.g., telephone or personal communication, to report for work and fails to report for five (5) working days after he/she is notified of the recall, or in the event notice is given by telegram or registered or certified mail, sent to the employee's last known address on record with the employer, and the employee fails to report to work for five (5) days following the time he/she was supposed to report for work, based on the postmark of his/her notice, then in such event he/she shall be considered to have quit. Notice will be given the Union in the event of the employee's failure to report within the required time.

d. The employee fails to report back within three (3) days following the expiration of a leave of absence, vacation or holiday.

e. Falsification of reasons for leave or absence or statements on the employee's application. This shall not apply to false statements made over two years ago.

f. An employee with less than one (1) year of seniority will lose his/her seniority if he/she is laid off for a period equal to the length of time of his/her seniority. Employees with more than one (1) year of seniority will lose their seniority if laid off for a

continuous period equal to their seniority acquired at the time of lay-off or for a period of eighteen (18) months, whichever is longer.

13. SENIORITY STATUS/MILITARY SERVICE. An employee actively serving in the armed forces of the United States shall not lose his/her seniority status but upon release from service under honorable conditions, he/she shall be re-employed by the employer under the provision of the Universal Military Training and Service Act provided he/she reports for work within 90 days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received undesirable, bad conduct, or dishonorable discharge, the employer will review his/her case with the Union as to whether or not he/she should be re-employed, but generally such person shall not be entitled to re-employment. The employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

#### G. LAY-OFFS

1. TEMPORARY LAY-OFF. A temporary lay-off is a lay-off for a period of five (5) days or less.

2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off in excess of five (5) days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.

3. LAY-OFF PRIORITIES. In the event of a permanent or temporary lay-off, employees will be laid off, by classification, according to seniority within the department in the following order.

- a. Casual employees
- b. Temporary employees
- c. Co-op employees
- d. Probationary employees
- e. Part-time employees
- f. Full-time employees

4. LAY-OFF NOTIFICATION. In the event of a temporary or permanent lay-off, employees shall be notified, in writing, by the employer at least five (5) days prior to lay-off. The Union shall be given a list of such laid off employees at the same time.

5. **BUMPING.**

a. Employees on temporary lay-off may not exercise their seniority rights to bump into other classifications.

b. In the event of a permanent lay-off, employees shall be transferred, based on their seniority in the following order provided they either held the position previously, or have the qualifications, experience, and training required to immediately fill the position.

1. Into the position of the least senior employee within the same classification.

2. Into the position of the least senior employee in another classification at the same pay level.

3. Into the position of the least senior employee in another classification at the next lower pay level.

4. Into the position of the least senior employee in another classification at any lower pay level.

This procedure shall be applied for each employee replaced by application of this procedure until the employee is transferred or laid-off.

The employee may elect to waive seniority rights and apply the lay-off, in writing, to the Chapter Chairperson and the Personnel Director.

6. **RECALL.** When the work force is to be increased after a lay-off, employees shall be recalled according to seniority provided the employee has the qualifications and ability to perform the available work. Employee who have bumped shall be considered on lay-off for purposes of recall.

7. **EFFECT OF LAY-OFF ON FILLING VACANT POSITIONS.** Vacant positions which occur during a lay-off shall be filled according to Article H. An employee who is on lay-off, has bumped or has been bumped shall be deemed to be an employee of his/her department for purposes of Article H. for a period of eighteen (18) months and shall accumulated departmental seniority in the department to which he/she bumped.

8. **NOTICE OF RECALL.** Notice of recall may be made by telephone, by telegram or by registered or certified mail to the employee's last known address. In the event of telephone notice, the steward shall be present. Laid-off employees shall be responsible for keeping the employer informed of their current address.

9. **DEPARTMENT OF SOCIAL SERVICE WORKERS.** Department of Social Service workers are not allowed to work when County employees are laid-off who are

qualified to perform the work done by D.S.S. workers.

#### H. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is rightfully discharged, is transferred or granted a leave of absence exceeding sixty (60) working days.

2. TEMPORARY VACANT POSITIONS. A temporary vacant position exists when an employee is absent from his/her position for any number of consecutive two hour integrals which do not exceed 60 working days.

3. FILLING TEMPORARY VACANT POSITIONS. The employer may fill a temporary vacant positions by transferring the senior qualified employee within the department and if none is available may be filled with a temporary employee for a period not to exceed sixty (60) working days.

4. FILLING VACANT POSITIONS. Vacant positions shall be filled by the most senior applicant if qualifications, ability to perform the job and matters such as experience, training, education, physical and technical qualifications required are equal.

a. Departmental Seniority. Vacant positions shall be first filled on the basis of Departmental Seniority.

b. Unit Wide Seniority. In the event that no employee from within the department applies and is qualified, the vacant position shall be filled according to Unit Wide seniority.

c. County Seniority. In the event no employee from within the unit applies and is qualified, the vacant positions shall be filled according to County Seniority of applicants from Unit B.

d. Multiple Unit Seniority. When an employee transfers from Unit B or C to the other Unit, the seniority in the Unit from which the employee transfers is frozen. The seniority in the prior Unit may not be used for purposes of filling a vacant position in the prior Unit. In the event the employee is placed in a vacant position in the prior Unit, the employee is then credited with the amount of seniority that was frozen.

e. No Seniority. In the event that no employee from Unit B who has seniority applies for the vacant position and is qualified, the Employer may fill the vacant position at the employer's pleasure.

5. DEPARTMENTAL VACANCIES. The Department Head may fill vacancies within the department based upon departmental seniority by posting within the department for three working days.

6. VACANT POSITION POSTING. If the employer determines to fill the resulting position, it shall be published by being posted on all the Union bulletin boards over the signature of the Personnel Director or his/her authorized representative for a period of five (5) working days. Hours will be indicated on part-time position postings but the employer retains the right to indicate "flexible hours" when appropriate. Copies of the posting will be sent to the President, Chapter Chair and Stewards. A position will be reposted when it is upgraded from thirty (30) hours to forty (40) hours.

7. APPLICATION FOR VACANT POSITIONS. An employee desiring to be transferred to the posted vacant position shall make written application to the person who signed the Vacant Position Posting.

8. TRIAL PERIOD.

a. Employees who are transferred to a vacant position shall be given a period of ten (10) working days to establish their ability to perform the work. The Trail Period may be extended up to an additional thirty (30) working days upon the written mutual agreement of the Department Head and employee affected. The Union shall be provided a copy of each agreement by the employer.

b. In the event an employee is found to be unable to perform the work required, the employee shall be returned to his/her prior position, and the employer may transfer or employ the next eligible applicant to the vacant position without re-posting the vacant position.

c. In the event an employee feels uncomfortable (or personally feels inadequate) in his/her new position and/or work environment during the ten (10) working day Trail Period, he/she shall have the right to return to his/her previous position.

d. An employee who successfully completes the Trail Period shall be ineligible to make application for a vacant position for a period of six (6) months, unless waived by the employee's Department Head.

9. RATE OF PAY/PROMOTIONS. Employees promoted to a higher classification shall enter the wage progression of the higher classification at the level reflected by their current seniority.

10. RATE OF PAY/TRANSFERS. Employees transferred to a temporary vacant position shall be paid the rate of pay, based on their current seniority, for their current classification or the classification of the temporary vacant position, whichever is higher.



11. RATE OF PAY/NEW EMPLOYEES. If a vacant position or a temporary vacant position is filled with a new employee with prior experience, the employee may commence his/her pay progression at the eighteen (18) month step. If this is done, the Chapter Chairperson shall be notified in writing.

## I. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this agreement that the procedure set forth herein shall serve as a means to peaceful settlement of disputes that may arise between the employees and the employer as to the application, interpretation or compliance with the provision of this agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.

2. DEFAULT SETTLEMENT OR GRIEVANCE. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review.

3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.

4. EXTENSION OF TIME PERIODS. The parties may extend the time periods within the grievance procedure by mutual written agreement.

5. WORKING DAY DEFINITION. Working days pertaining to the grievance procedure shall be defined as Monday through Friday excluding holidays.

6. RETROACTIVE PAYMENT OF WAGES. Any grievance related to payment of wages shall go back to the pay period preceding the filing of the grievance.

7. MEETINGS CONCERNING GRIEVANCES. The union representatives shall meet at reasonable times with representatives of the employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union members and representatives shall attend such meetings with pay.

8. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

## STEP 1.

a. Oral Presentation of Grievance to Immediate Supervisor. An employee having a grievance shall present it, with the steward, orally to his/her immediate supervisor within five (5) working days from the knowledge of its occurrence.

b. Written Presentation of Grievance to Department Head. If the grievance is not settled orally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated and the remedy desired. They shall each sign the grievance and submit it to the employee's Department Head within five (5) working days from the date of receipt of the Supervisor's response to the original oral grievance.

c. Written Response to Grievance by Department Head. The Department Head shall respond to the grievance in writing within five (5) working days following the date of presentation of the written grievance.

d. Policy Grievance. In the event the Chapter Chairperson wishes to present a policy grievance on behalf of the Union, the grievance may be presented directly to the Jackson County Personnel Director in lieu of the Step 1 procedure.

## STEP 2.

a. Written Presentation of Grievance to Personnel Director. If the grievance is not settled at Step 1, and the Union or the employee wishes to proceed further with the grievance, they may submit a signed, written appeal to the Personnel Director within five (5) working days from the date of receipt of the Department Head's written response.

b. Hearing and Written Response to Grievance by Personnel Director. The Personnel Director shall respond to the grievance by conducting a hearing with the Chapter Chairperson and the grievant within five (5) working days following the date of presentation of the written appeal. A written response shall be made by the Personnel Director to the grievant and Chapter Chairperson within five (5) working days from the date of the hearing.

## STEP 3.

a. Written Presentation of Grievance to County Administrator. If the grievance is not settled at Step 2, and the Chapter Chairperson wishes to proceed further with the grievance, the Chapter Chairperson may submit a signed written appeal to the County Administrator within ten (10) day from the date of receipt of the Personnel Director's written response.

b. Meeting to Discuss Pending Grievance. The County Administrator, two (2) representatives of the Union, and the grievant shall meet at a mutually agreeable time within ten (10) working days of the date of receipt by the County Administrator of the written appeal.

c. Mutual Decision. A mutual agreement in writing may be given within ten (10) working days of the meeting.

d. County Administrator's Decision. In the event that a mutual decision cannot be reached, the County Administrator shall respond in writing within ten (10) working days of the meeting.

#### STEP 4.

a. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

b. Settlement of Matter Submitted to Arbitration. The Union and employer shall have full authority to settle any matter subject to arbitration before, during or after the matter has been submitted, and the employee will be bound thereby, provided that the Union has fulfilled its duty of fair representation.

c. Notice of Intent. Notice of Intent to submit to arbitration shall be given within fifteen (15) working days from the end of Step 3, together with a request for an arbitrator from the American Arbitration Association.

The request for an arbitration may be thirty (30) working days if the cost to the County remains the same.

d. Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.

e. Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the employer, and the Union, and may be enforced by a Circuit Court of competent jurisdiction.

f. Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision.

g. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator shall be paid equally by the Union and the employer. All other expenses shall be borne by the individual parties.

## J. WORK RULES

1. WORK RULES. The employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County or the welfare and safety of employees.

2. PRESENTATION TO UNION. The Union will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least ten (10) days prior to publication the employer shall submit proposed work rules to the Union. In the event that the Union believes a work rule is in conflict with or modified the provisions of this Agreement, or is unjust or unreasonable, then, following the publication and establishment of such rules by the employer, the Union may file a grievance with respect thereto commencing at Step 3 of the grievance procedure. If the Union does not grieve within ten (10) days of the publication, the Union may not grieve with respect to the work rules unless the employer enforces the rule through disciplinary action.

3. ENFORCEMENT OF WORK RULES. The employer shall uniformly and consistently enforce work rules.

4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each employee by the employer.

5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the employer.

6. SAFE AND HEALTHFUL WORKING CONDITIONS. The employer agrees that it will take reasonable steps to assure safe and healthy working conditions and the Union agrees to assist the employer in its efforts to have the employees comply with all safety, sanitary and fire regulations.

## K. DISCIPLINE

1. PURPOSE OF DISCIPLINE. The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior.

2. COUNSELING. Counseling is not a disciplinary action, but rather is a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.

3. DISCIPLINARY HEARINGS.

a. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the employee affected shall have an opportunity to participate in a disciplinary hearing.

b. Notice of Hearing. The Department Head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

c. Steward Present at Hearing. The respective Union steward shall attend the disciplinary hearing.

d. Conduct of Hearing.

1. Disciplinary hearings shall be conducted in private and in a manner that will not embarrass the employee.

2. The employee must receive an explanation of the charges against him/her as well as the known facts surrounding the incident.

3. The employee may give arguments or explanations concerning the charges made if he/she so desires.

e. Employees Refusal to Participate in Hearing. If an employee refuses to participate in, or fails to attend a disciplinary hearing, the employee shall be notified in writing of the charges and disciplinary action decided on.

f. Notice of Disciplinary Action. As soon as possible after the hearing, the employee and the Steward shall be notified of the disciplinary action taken (if any) in writing, and his/her right to appeal.

4. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

a. Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. Where there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered.

1. The seriousness of the offense.
2. The employee's disciplinary and work records (the employer shall not take into account any work rule violations incurred more than two (2) years previously).
3. The employee's length of service.
4. The County's past practice in similar or identical cases.
5. Circumstances surrounding the incident which are either mitigating or aggravating.

b. Conference with Personnel Director. Before a Department Head shall decide upon a disciplinary action for an employee, he/she shall confer with the Personnel Director.

#### 5. TYPES OF DISCIPLINARY ACTION.

a. Generally. Disciplinary action falls into the several categories following. The sequence of disciplinary action listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b. Oral Warning. An information means by which a Department Head calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the Department Head and included in the employee's personnel file. A copy of the written record shall be provided to the employee and the Chapter Chairperson.

c. Written Warning. A formal means by which a Department Head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward. Upon written request, the grievant shall have the opportunity to discuss the oral or written discipline with his/her Department Head or designee with the steward in attendance.

d. Suspension. This action temporary suspends an employee from employment with the County and from being paid by the County for a definite period of time. The Personnel Director shall review the proposed suspension of County employees for work rule violations or unsatisfactory job performance. Suspensions carry with them the following.

1. Loss of pay for a time period specified.
2. Employees may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reasons for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

e. Discharge. This action permanently removes the employee from employment with the County. The Personnel Director shall review the proposed charge of County employees for work rule violations or unsatisfactory job performance. Before being discharged, the employee shall be given a written memorandum or letter specifying the reason(s) for the discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

f. Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and employee affected and submitted to the Personnel and Finance Committee within five (5) days from the date of such disciplinary action.

## L. HOURS

1. FULL-TIME EMPLOYEES. All full-time employees shall be paid on a bi-weekly basis for the hours set forth below, except as the employer may otherwise require in the event of Saturday, evening or other overtime work.

2. HOURLY EMPLOYEES. All part-time, temporary, casual or co-op employees shall be regarded as hourly and paid on an hourly basis for the number of hours worked each two week pay period.

3. HOURS. The hours of work for full-time employees shall be eight (8) hours per day as scheduled by the Department Head.

4. DEFINITION OF A DAY. Twenty-four (24) hour consecutive period beginning with the employee's starting time on each work day.

5. DAYS. The days of work for employees shall be five (5) consecutive days per calendar week as scheduled by the Department Head.

6. NORMAL WORK DAY. The normal work day shall consist of eight (8) hours, 8:00 a.m. to 5:00 p.m., with a one (1) hour lunch break as scheduled by the Department Head.

Parks. Normal hours, 7:30 a.m. to 4:00 p.m. with thirty (30) minute unpaid lunch break.

Except: 1st Monday after Daylight Savings Time begins to 1st Monday after Daylight Savings Time ends 7:00 a.m. to 3:30 p.m.

2nd Monday in May (weather permitting) to Tuesday after Labor Day Golf Course Crew 6:00 a.m. to 2:30 p.m.

All exceptions to the above schedule may be requested by the employee to the sub-department supervisor.

Flex Time. When an employee is requested to be at a County or Court meeting or program that is outside of work hours, flex time will be allowed for the employee on that work day. When the meeting or program is eight (8) hours or more, flex time will be allowed within a three (3) week period.

7. NORMAL WORK WEEK. The normal work week shall consist of forty (40) hours, Monday through Friday.

8. THREE SHIFT OPERATIONS.

a. Normal Work Day. The normal work day shall consist of eight (8) hours on one of three shifts.

b. Normal Work Week. The normal work week shall consist of five (5) consecutive work days per calendar week.

c. Lunch Break. Employees working on consecutive three (3) shift operations throughout an entire twenty-four (24) hour period shall be entitled to a paid thirty (30) minute lunch break during their eight hour shift.

d. Shift Premium Entitlement. Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift premium pay.



9. REST PERIOD. Employees may take one 15 minute rest period before the lunch period and one 15 minute rest period after the lunch period as scheduled by the Department Head.

10. AMENDMENT TO NORMAL WORK DAY. The normal work day schedule shall not be changed more than one hour from those stated above.

11. NEW SHIFT. The employer shall confer with the union bargaining committee before creating new shifts or changing established shifts by more than one (1) hour.

12. TARDINESS. Employees late in reporting for work will be docked one-tenth of an hour for each six (6) minutes or portion thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness subject to work rules.

13. RECORD OF HOURS. Employees shall indicate the hours of work each day during the two week pay period on a form provided by the employer. Employees shall sign and date the form and submit to their supervisor for approval, except where hours are recorded on a time clock.

#### M. OVERTIME

1. OVERTIME. In emergencies or where the press of duties requires, the Department Head may prescribe reasonable periods of overtime work for employees to meet operational needs.

a. Employees excluded from the bargaining unit shall not be used to perform work normally assigned to the bargaining unit employees to prevent the payment of overtime.

b. Supervisors or working foremen shall not be used to perform work normally assigned to bargaining unit employees to prevent the payment of overtime.

c. When overtime is offered to bargaining unit members in the Parks and they decline, temporary employees may work overtime.

2. OVERTIME DEFINITION. Hours worked in excess of eight (8) hours in any one day, or in excess of forty (40) hours per week. Week means a fixed and regularly recurring period of 168 hours - seven consecutive twenty-four (24) hour periods.

3. OVERTIME AUTHORIZATION. Overtime shall be assigned based on seniority within the department. The Department Head shall attempt to equalize overtime. In the event that overtime is declined, employees shall be required to perform the work by seniority on a rotating schedule beginning with the least senior.

Parks Department overtime will be assigned base upon seniority within the sub-department.

- a. Golf Course
- b. Parks
- c. Falls
- d. Maintenance Shop/Mechanic

4. OVERTIME COMPENSATION. Employees shall be compensated for overtime payment at wages of time and one-half, (1½) of the employees' regular rate of pay for the period of overtime worked. Employees shall normally be entitled to compensation of payment of wages unless notified in advance that compensatory time may be allowed by mutual agreement of the department head and employee within a month period. The record of compensatory time is to be kept by the respective department.

5. LEAVE TIME AFFECTING OVERTIME. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining pay period overtime.

6. OVERTIME/PROBATIONARY EMPLOYEES. Probationary employees shall not work overtime when seniority employees are available.

7. NOTIFICATION OF UNION. The union shall be notified at the end of each calendar quarter of overtime hours worked by department.

8. SEVENTH CONSECUTIVE DAY. Time and one-half (1½) shall be paid for the seventh consecutive day of work. This is not applicable to scheduled shift rotations.

#### **N. WAGES**

1. 1995 - 2.5% increase in wage rates retroactive to 01/01/95 for employees on the payroll when contract is approved and retirees.

Two percent (2%) bonus payment on first payday after contract is approved. Based on 1995 wage rate and calculated on hourly rate times scheduled hours (2080 or as scheduled part-time). Not added to salary schedule.

2. 1996 - 2.5% increase in wage rates.

3. 1997 - 2.5% increase in wage rates.

4. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a lump sum on the first payday in December of 1995, 1996 and 1997 as follows.

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
5 to 9 years of service	2%
10 to 14 years of service	3%
15 or more years of service	4%

For the purposes of this section, annual pay means actual hours paid from January 1 through November 30 plus projected hours for December. Necessary adjustments will be made in January. In order to be eligible for any longevity pay, the employee must be on the payroll on November 30.

The longevity payment shall be determined by the length of service occurring between December 1 and November 30 of each year.

Employees who retire during the current year and are not on the payroll on November 30 will be paid a prorated longevity payment based upon hours paid during the current calendar year.

5. SHIFT PREMIUM. The shift premium for bargaining unit personnel working on the second and third shifts shall be \$.40 per hour.

6. EARLY REPORTING. Hourly rated employees called in ahead of their regular shift or called in following the end of their regular shift shall be entitled to either two (2) hours reporting or one and one-half times his/her regular rate for the time actually worked, whichever is more.

7. EARLY REPORTING AND CALL-IN. Hourly rated employees reporting for duty at the employer's request for work which is outside of and not contiguous with the employee's regular work period shall be guaranteed at least four (4) hours pay at his/her hourly rate of pay or one and one-half times his/her regular rate for the time actually worked, whichever is more. There shall not be more than a total of four (4) hours paid in a four (4) hour time period nor more than eight (8) hours paid in an eight (8) hour time period on the basis provided herein.

8. WAGE RATE/FILL-INS. In the event that an employee's normal job duties require that employee to fill-in for another employee during lunch breaks and/or rest periods, the employee filling in shall be paid at his/her current rate of pay.

9. WAGE RATE/NEW CLASSIFICATIONS. In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

a. Union Notification. The employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified and propose a pay rate for the classification.

b. Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of ten (10) days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the employer.

c. Submission to Grievance Procedure. If the Union and employer cannot agree on the pay rate through negotiations, the matter may be submitted to Step 3 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be established by the employer.

10. PAGER. Employees requested by the Employer to carry a pager on weekends will be paid one hour at time and one-half per day.

11. PAYDAY. The regular payday for all employees shall be every other Friday. Employees working on second or third shifts shall receive their paychecks at the end of their shift on Thursday or Friday, if they are regularly scheduled for such shifts and are working the same.

12. WAGE SHORTAGE. If there is a shortage in gross pay of more than ten dollars (\$10), it shall be corrected by the employer no less than the following Wednesday. If there is a shortage in gross pay of ten dollars (\$10) or less, it shall be corrected in the next paycheck.

13. WAGE OVERPAYMENTS. If there is an overpayment of gross wages it shall be corrected in the next paycheck.

## O. INSURANCE

Sections 1, 3 and 5 will remain in effect for each eligible employee until 09/01/95 when eligible employee elections in the Cafeteria Plan are implemented. The Cafeteria Plan is open only to eligible active employees. (Cafeteria Plan Options reflected in Attachment A.)

Sections 2 and 4 remain in effect for the duration of the Collective Bargaining Agreement.

1. HOSPITAL AND MEDICAL COVERAGE. The employer agrees to pay the full premium for hospitalization and medical coverage for full-time employees and their families under Blue Cross/Blue Shield MVF-1 Plan, with Master Medical Option II, Second Medical Opinion, Pre-determination and \$3.00 Co-pay Prescription Drug Rider. This

coverage shall commence when the employee attains seniority status. The employer may change carriers after consulting with the Union provided that the coverage under the new carrier's policy will be exactly the same or better than the coverage under the Blue Cross/Blue Shield Plan.

Effective January 1, 1994, employees hired after January 1, 1993 will pay the following amounts each pay period of the Health and Medical Coverage Premiums.

One person coverage:	\$ 11.65
Two person coverage:	24.20
Family coverage:	26.40

2. HOSPITAL AND MEDICAL COVERAGE/RETIREES. Hospital and medical coverage provided by the employer will continue for the retiree and the retiree's spouse when a full-time employee retires.

3. LIFE INSURANCE. For full-time employees with seniority status, the employer agrees to pay the full premium for group term life insurance of \$25,000 with an additional accidental death and dismemberment insurance of \$25,000.

4. LIFE INSURANCE/RETIREES. The employer agrees to pay the full premium for \$12,500 of group term life insurance for full-time employees who retire from Jackson County.

5. DENTAL OPTICAL. Effective January 1, 1992 the employer shall reimburse each full-time employee up to \$400 annually for dental/optical expenses incurred by the employee, current spouse, and dependent children of the employee living with the employee through December 31 of the year in which their nineteenth (19th) birthday occurs. All unexpended annual credit from the prior year will be carried over. This program shall be administered in accordance with the Dental/Optical Policies and Procedures of Jackson County and any amendments thereto. Unexpended dental/optical reimbursement for any calendar year may only be carried over to the following calendar year.

6. PART-TIME EMPLOYEES. Part-time employees may choose additional option as provided in the Cafeteria Plan for part-time employees at their own expense.

## P. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees shall be members of the Jackson County Employee's Retirement System.

The annual contribution rate of the employer and employees to the Retirement System will be provided to the President of AFSCME.

2. WINDOW PERIODS.

1995 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December.

1996 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December.

1997 - Retirement window periods allowing retirement at age fifty-five (55) with ten (10) years of service will be offered during the months of May, June, November, December.

3. REPORT. A financial report pertaining to the retirement system will be presented to each employee each year.

**Q. LEAVE OF ABSENCE**

1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE. To be entitled to a leave of absence, employees must have seniority status.

2. LEAVES OF ABSENCE WITH PAY. A Department Head may authorize time off with pay for employees in order to permit them to attend school, or in any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work. Leaves of absence with pay, in excess of three (3) days, must have the prior approval of the Personnel and Finance Committee.

3. LEAVES OF ABSENCE WITHOUT PAY.

a. Authorization. A Department Head may authorize a leave of absence without pay for a period not to exceed ten (10) working days upon receipt of a written request from an employee stating the reason for such leave. If such leave exceeds such period, it shall require the approval of the Personnel and Finance Committee.

b. Duration. A leave of absence without pay shall not exceed one (1) year, but may be extended by the employer.

c. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count towards eligibility for annual leave or wage progressions.

d. Health and Life Insurance. Employees with at least one (1) year seniority, on a leave of absence for illness without pay, shall have their health insurance paid by the employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments therefore. Employees on a leave of absence without pay for reasons other than illness may continue group health and life insurance benefits by making payments therefore.

e. Accrual of Benefits. No annual leave, sick leave, personal leave, paid time off, or holiday pay shall accrue while on leave of absence without pay.

4. RETURN TO FORMER POSITION. An employee returning from a leave of absence of sixty (60) working days or less shall be returned to the position and classification held prior to leaving. If the leave exceeds sixty (60) working days, the employee shall be entitled to return to work where available if less senior employees in the classification within the unit are working.

5. NOTICE OF RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) days notice prior to returning to work.

6. GAINFUL EMPLOYMENT. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

## R. SICK LEAVE

The following provisions are in effect through September 1, 1995. From September 1, 1995 forward the provisions, with the exception of 2. Sick Leave Accumulation remain in effect for employee's banked sick leave.

1. EMPLOYEES ENTITLED TO SICK LEAVE. To be entitled to paid sick leave, employees must have seniority status.

2. SICK LEAVE ACCUMULATION. Employees earn one (1) day of sick leave for each completed month of service. Employees may accumulate sick leave for utilization throughout their service with the employer.

3. AUTHORIZATION. Any utilization of sick leave by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

4. UTILIZATION. Sick leave may be used by an employee for any of the following reasons.

a. In the event of illness, injury, temporary disability or exposure to contagious disease endangering others.

b. For illness, injury, or temporary disability in the immediate family which necessitates absence from work.

c. Absence due to severe weather conditions unless the County Tower Building is closed.

d. While drawing Worker's Compensation an employee may elect to draw upon accumulated sick leave in an amount which, when added to his/her workers' compensation payment, will not exceed his/her regular take-home pay at the time of injury.

e. Extension of funeral leave.

f. For appointments with a doctor, dentist or other recognized practitioner.

g. Absence due to funerals for persons not covered in the Funeral Leave provision.

h. Including disability due to pregnancy or childbirth

i. Banked sick leave may be used to supplement short-term and/or long-term disability up to the amount of the employee's regular take home pay at the time of going on disability effective 09/01/95.

5. NO ADVANCE CREDIT. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave and annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

6. NOTIFICATION OF EMPLOYER. An employee on sick leave shall inform his/her supervisor of the fact and reason thereof as soon as possible. Failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence.

Parks Department employees must notify the supervisor within fifteen (15) minutes past start of shift or face denial of sick leave with pay.



7. SICK LEAVE IN EXCESS OF THREE DAYS. The employer may require a written statement by a physician certifying the employee's condition prevented him/her from performing the duties of their position prior to granting sick leave in excess of three (3) consecutive working days for reasons of illness or injury.

8. ABSENCE FOR FRACTION OF A DAY. Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at integrals of not less than one (1) hour.

9. SICK LEAVE/PART-TIME EMPLOYEES. Part-time employees will be entitled to prorated sick leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the sick leave is utilized.

10. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, the employee shall receive payment for one-half (½) of accumulated unused sick leave not to exceed one-half (½) of 960 hours at the current rate of pay at the time of separation.

11. On 09/01/95 employees who do not have eight (8) days of sick time accumulated will be credited on a one time only basis in 1995 with the appropriate number of days to bring the accumulation up to eight (8) days effective 09/01/95.

## S. FUNERAL LEAVE

1. EMPLOYEES ENTITLED TO PAID FUNERAL LEAVE. To be entitled to paid funeral leave, employees must have seniority status.

2. NOTIFICATION OF EMPLOYER. An employee on funeral leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of funeral leave with pay for the period of absence.

3. UTILIZATION.

a. Death in Immediate Family. In the event of a death in the immediate family (as defined in B. Definitions, Section 4. Immediate Family) of an employee, the employee shall be granted up to three (3) work days funeral leave. The leave shall not exceed more than one (1) day beyond the day of the funeral.

b. Death of Brother-in-Law, Sister-in-Law, or Pall-Bearer. In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be granted one (1) day funeral leave or when the employee serves as pall-bearer on the work day on which the funeral is held.

c. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, an not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) sick day to attend the funeral.

4. EXTENSION OF FUNERAL LEAVE. In the event of a death in the immediate family, the employee may utilize banked sick or paid time off leave to extend the funeral leave period upon notification of and authorization by the employer.

5. FUNERAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated funeral leave pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the funeral leave is utilized.

#### T. ANNUAL LEAVE (VACATION)

Annual Leave provisions remain in effect until implementation of Paid Time Off provisions 09/01/95.

1. EMPLOYEES ENTITLED TO ANNUAL LEAVE. To be entitled to annual leave, employees must have seniority status.

2. RATE OF ACCUMULATION. Employees shall earn and be credited annually with annual leave on their anniversary dates based on the following schedule.

<u>Completion of:</u>	<u>Annual Leave Days</u>
1 to 6 years of service	10
7 to 11 years of service	15
12 to 15 years of service	20
16 or more years of service	25

3. ACCUMULATION OF ANNUAL LEAVE. Annual leave must be utilized within one (1) year after the employee's anniversary date, except that a maximum of five (5) annual leave days may be carried over to the next year on any anniversary date.

4. REQUEST FOR ANNUAL LEAVE. Employees shall request the scheduling of annual leave as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating

requirements and seniority. Employees may use annual leave in conjunction with Christmas, if the employee is not scheduled to work on Christmas Day.

5. REQUEST FOR PAYMENT IN LIEU OF ANNUAL LEAVE. Employees may request in writing to their Department Head, payment in lieu of taking annual leave. The Personnel and Finance Committee may grant the request or direct the employee to take annual leave. If the employee fails to take annual leave when so directed, he/she shall forfeit the annual leave.

6. AUTHORIZATION. An employee may utilize annual leave only with the prior approval of his/her supervisor.

7. NO ADVANCE CREDIT. Annual leave shall not be allowed in advance of being earned and credited. If an employee has insufficient annual leave accumulated to cover a period of absence, a payroll deduction for lost time shall be made.

8. RATE OF PAY. Employees shall be paid for annual leave at their current rate of pay for the time they take the annual leave.

9. ADVANCE ANNUAL LEAVE PAY. If a regular payday occurs during an employee's annual leave that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the annual leave occurs prior to going on annual leave by requesting, in writing, to their Department Head, advance annual leave pay at least two (2) weeks before the scheduled annual leave.

10. ANNUAL LEAVE ONE DAY AT A TIME. Employees may utilize annual leave one day at a time, provided they have given their supervisor three (3) days notice and the Department Head determines that the request can be accommodated with regard being given to operating requirements and seniority.

11. ILLNESS DURING ANNUAL LEAVE. If an employee becomes ill and is under the care of a licensed physician during his/her annual leave, the annual leave shall be rescheduled with the approval of his/her Department Head, and in the event such medical leave continues throughout the anniversary year, the employee will be paid for vacation in lieu of same.

12. ANNUAL LEAVE SUPPLEMENTING SICK LEAVE. Employees who are absent from work under sick leave provisions, after utilizing all accumulated sick leave, may utilize annual leave while remaining on sick leave.

13. ANNUAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated annual leave pay based upon the number of hours worked during the previous anniversary date year compared to 2080 hours.

14. PAYMENT UPON SEPARATION. Upon separation of employment with the employer, the employee shall be paid for all unused annual leave days earned and credited, at the employee's current rate of pay.

## U. PERSONAL LEAVE

Personal Leave provisions remain in effect until implementation of Paid Time Off provisions effective 09/01/95.

1. EMPLOYEES ENTITLED TO PERSONAL LEAVE. To be entitled to paid personal leave, employees must have seniority status.

2. PERSONAL LEAVE ACCUMULATION. Employees are granted five and one half (5½) days (including one day of personal leave for their birthday) of personal leave upon being hired and upon each respective anniversary date. Personal leave shall not accumulate from year to year.

3. PERSONAL LEAVE UTILIZATION. Personal leave shall be used in integrals of not less than one (1) hour.

4. PURPOSE OF PERSONAL LEAVE. Personal leave shall be allowed for personal purposes including time off for voting, religious observance and personal business.

5. PERSONAL LEAVE ON A HOLIDAY. Personal leave shall not be utilized on Holidays.

6. AUTHORIZATION. An employee shall notify his/her supervisor at least twenty-four (24) hours prior to utilizing personal leave. Not more than one-half the employees in a department may utilize personal leave on any given day without prior authorization from the Department Head.

An employee in the Parks Department shall notify his/her supervisor in writing at least twenty-four (24) hours prior to utilizing personal leave. If notification is less than twenty-four (24) hours, then it has to be an emergency.

7. RATE OF PAY. Employees will be paid for personal leave at their current rate of pay at the time they take personal leave.

8. PERSONAL LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated personal leave pay based upon the number of scheduled hours

compared to eight (8) hours times the number of work days in the pay period during which the personal leave is utilized.

#### V. PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.
2. Rate of Accumulation. Employee shall earn and be credited annually with paid time off on their anniversary date on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
1 to 6 Yrs. of Service	27.5	15
7 to 11 Yrs. of Service	32.5	20
12 to 15 Yrs. of Service	37.5	25
16 or more Yrs. of Service	42.5	30

3. Accumulation of Paid Time Off. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2.
4. Request for Paid Time Off in Excess of Eight Hours. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Personnel Director.
5. Request for Eight Hours or Less. Paid time off may be used in integrals of not less than one (1) hour. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. Not more than one-half the employees in a department may utilize paid time off on any given day without prior authorization from the Department Head. If time off is not granted, the employee may appeal to the County Administrator and Personnel Director.

An employee in the Parks Department shall notify his/her supervisor in writing at least twenty-four (24) hours prior to utilizing paid time off. If notification is less than twenty-four (24) hours, then it has to be an emergency.

6. Request for Eight Hours or Less for Personal or Family Illness. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave.

Parks Department employees must notify their supervisor within fifteen (15) minutes past start of shift or paid time off payment may be denied.

7. Rate of Pay. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.
8. Paid Time Off/Part-Time Employees. Part-time employees shall be entitled to prorated paid time off pay based upon the number of scheduled hours compared to eight (8) hours times the number of work days in the pay period during which the paid time off is utilized.
9. Paid Time Off on a Holiday. Paid time off shall not be utilized on Holidays.
10. Request for Payment in Lieu of Paid Time Off. Employees may request in writing to their Department Head, payment in lieu of taking paid time off. The Personnel and Finance Committee may grant the request or direct the employee to take paid time off.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. No Advance Credit. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.
12. Advance Paid Time Off. If a regular payday occurs during an employee's paid time off that is scheduled for at least five (5) working days, the employee may receive the paycheck for the pay period in which the paid time off occurs prior to going on paid time off by requesting, in writing, to their Department Head, advance paid time off pay at least two (2) weeks before the scheduled paid time off.
13. Payment Upon Separation. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.
14. Crediting of Paid Time Off. Paid time off will be credited beginning in 1995 on the effective date of implementation of the Cafeteria Plan.

## W. JURY DUTY AND COURT LEAVE

### 1. JURY DUTY.

a. Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.

b. Time-Off with Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.

c. Time-Off with Pay/Three Shift Operations. An employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have time off work equal to the time spent in court during the eight (8) hour period.

An employee requiring to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work proceeding reporting to jury duty.

Such employees shall receive time off with pay provided the employee reimburses the employer the jury pay, less mileage.

d. Use of Leave. An employee may utilize accumulated annual or personal leave or paid time off during the period he/she serves on jury duty and retain the jury pay received.

2. WITNESS IN COURT. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty.

3. OTHER COURT APPEARANCES. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his/her absence with accumulated annual or personal leave or time off without pay.

## X. MILITARY LEAVE

1. REGULAR MILITARY LEAVE. Any employee with seniority status who enters the military service in the armed forces of the United States of America shall be entitled to military leave of absence without pay for the period of time required to fulfill their military obligations.

2. TEMPORARY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training, and shall be entitled to pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from scheduled County employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

a. Duty in Excess of Two Weeks. If active duty training exceeds two (2) weeks in any calendar year, the employee shall be entitled to military leave of absence without pay.

b. Holiday Occurring During Temporary Military Leave. An employee shall be entitled to holiday pay for a paid holiday which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.

3. EMERGENCY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from County employment, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment.

## Y. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. To be entitled to holiday pay, employees must have seniority status and must have been regularly working prior to and following the holiday, or have been laid-off during the week in which the holiday occurs.

2. PAID HOLIDAYS. All employees shall be entitled to a paid holiday, based on their current rate of pay and regular work day, on the following days.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on pay day, employees shall receive their paycheck prior to the holiday.



4. HOLIDAY OCCURRING ON SATURDAY, SUNDAY OR REGULARLY SCHEDULED WORK DAY.

a. Employees Regularly Scheduled Monday through Friday.

1. When a paid holiday occurs on Saturday, one (1) additional day of annual leave/paid time off shall be granted in lieu of observing the holiday on the preceding Friday.

2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday.

3. When such an employee is required to work on a holiday, the employee shall receive holiday pay plus time and one-half (1½) for the hours actually worked on the holiday.

b. Employees Regularly Scheduled to Work on Holidays by Reasons of a Seven or Fourteen Day Schedule.

1. When such an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half (1½) for the hours actually worked on the holiday.

2. Holidays occurring on an employee's regular day off shall be compensated for at eight (8) hours pay.

5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENTS. Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

6. HOLIDAY OCCURRING WHILE ON PAID LEAVE. Employees on paid leave when a holiday occurs shall receive holiday pay and shall not be charged sick leave or annual leave.

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated holiday pay based upon the number of scheduled hours computed to eight (8) hours times the number of work days in the pay period during which the holiday occurs.

8. ADDITIONAL PAID HOLIDAYS. In the event that the employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

## X. GENERAL PROVISIONS

### 1. BULLETIN BOARD.

a. Portions of a bulletin board in each building where employees report to work shall be made available to the Union for its notices.

b. Notices shall be restricted to the following types.

1. Notices of Union social or recreational events.
2. Notices of Union elections and results.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or conventions.

c. The name and number of the Local shall be put on the board by the employer.

2. LOUNGE. The employer shall provide an employee lounge and eating area.

3. PARKING. The employer agrees to provide free parking for employees when available.

4. UNIFORMS. The employer shall provide uniforms for bargaining unit employees assigned to the Airport and coveralls for the Park's Mechanic. The employer shall provide identification badges for employees of the Parks Department and coveralls shall be made available for employees of the Parks Department when painting.

Adequate protective clothing will be provided to Park's employees for flooding the pond and cleaning lagoon silt gates.

5. TOOL ALLOWANCE (AIRPORT). The employer shall provide insurance against theft of tools owned by employees, provided that the employee has complied with the security regulations for the proper use and storage. The employer shall replace employee's tools which are broken while being used on repairs on Airport equipment.

6. PHYSICAL EXAMS. The employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave in excess of three (3) days which shall be the employee's responsibility.

Whenever T.B. tests require a chest x-ray, the employer shall pay for such test and also allow the employee to take time off with pay to have these tests performed.

7. MILEAGE.

a. Mileage Rate. The employer shall pay employees, required to use their personal vehicles for County business, the rate established by the Board of Commissioners.

b. Mileage Calculations. For work day trips, mileage shall be computed on the basis of home to call or office to call, whichever is lesser. For week-end trips mileage shall be computed on the basis of home to call.

c. Mileage Payment. Mileage payment shall be made by check issued on or before the 10th of each month following submission of the request and conditioned upon approval by the Department Head.

8. CREATION OR MODIFICATION OF POSITIONS. In the event new positions are created or current positions are substantially modified, the employer shall notify the Union in writing and the rate of pay shall be negotiated between the employer and the Union. If agreement cannot be reached then the matter shall proceed to arbitration under the provisions of Step 4.

9. SUBCONTRACTING. The employer shall not subcontract work normally performed by the Union while employees are laid off or working reduced hours. The employer may subcontract work for which it does not have adequate equipment or facilities.

10. WORK RESTRICTIONS - SUPERVISORS/WORKING FOREMEN. Supervisors and working foremen may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies when regular employees are unavailable to contact or are voluntarily absent.

11. EXTENT OF AGREEMENT. This agreement contains all of the agreements and understandings of the parties as it relates to wages, hours and working conditions. The employer and Union voluntarily and unqualifiedly waive the right and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered in this agreement.

12. CLASSIFICATION DESCRIPTIONS. The employer shall provide the Chapter Chairperson and employees with a classification description of their jobs.

13. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall be provided with a vehicle, if possible, and expenses.

14. MANAGEMENT DEVELOPMENT PROGRAM POLICY. Tuition and text book costs will be reimbursed to employees for classes and/or training that will enhance knowledge or skills for their position and, in some instances, assist in meeting qualifications for other County government positions.

Each request for receiving reimbursement must be documented on a standardized form with reimbursement to be authorized as follows.

Employees are to obtain prior approval of their Department Head and/or the Personnel Director. Notification is to be provided to the County Administrator/Controller.

All reimbursements are subject to availability of budget dollars, completion of the class and/or training with a grade of "B" or better. Fifty percent (50%) of the cost of tuition and text books will be reimbursed if the employee receives a "C."

Nothing in this policy commits reimbursement beyond approved classes and/or training. All requests will be evaluated on a case by case basis.

15. COVERALLS IDENTIFICATION. The County will provide coveralls for maintenance employees when they are painting or going into manholes. Also, some form of identification for Maintenance and Equalization Department employees - ID cards with pictures. Replacement cost borne by employee if card is lost.

16. PAST PRACTICE. All past practices which do not conform to provisions of this agreement are hereby abolished.

17. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the employer and the Union.

18. MANAGERIAL BREAKDOWN. The Union will be provided with a departmental managerial breakdown of Department Heads, Division Heads and Supervisors.

19. INVALID SENTENCE, CLAUSE, PROVISION. In the event any sentence, clause or provision of this agreement shall be held for any reason to be inoperative, void, or invalid the remaining portions of this Agreement shall not be affected thereby.

20. HEADINGS. The headings used in this Agreement and exhibits attached hereto neither add nor subtract from the meaning thereof, but are for reference purposes only.

21. AMENDMENTS REQUIRED BY LAW OR REGULATIONS. In the event the parties cannot agree on modifications or amendments required by law or regulations, the matter may be submitted to arbitration at Step 4 of the grievance procedure.

22. LETTERS OF UNDERSTANDING. The Letters of Understanding on the following pages are included as part of this collective bargaining agreement.

23. RESIDENCY POLICY. All persons hired by the County of Jackson will be required to become residents of the County within six (6) months from the first day of employment.

In the event of extenuating circumstances, the situation will be reviewed by the Personnel and Finance Committee.

This provision shall become null and void if the County should adopt a general policy on non-residency.

24. AMERICANS WITH DISABILITIES ACT. The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan Law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee.

25. FAMILY AND MEDICAL LEAVE ACT. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided in this Agreement.

A. Leave Entitlement. Jackson County employee who have been employed for a minimum of twelve (12) months in a permanent full- or part-time position shall be entitled to twelve (12) or more weeks of unpaid family or medical leave for the following reasons.

1. Birth of a child;
2. Placement of a child for foster parenting or adoption of a child;
3. Serious health condition of a spouse, child or parent necessitating care or that individual by the employee; or
4. Serious health condition of an employee which makes the employee unable to perform their job functions.

B. Authorization. Employees requesting unpaid leave shall complete an Application for Family or Medical Leave. The application must be accompanied by a

Certification of Physician or Practitioner. Forms may be obtained by contacting the Personnel Department.

Completed Applications and Medical Certifications shall be forwarded to the Personnel Department for processing. An employee's department head may authorize unpaid family or medical leave for up to ten (10) working days. Final approval for unpaid leaves in excess of ten (10) working days must be granted by the Administrator/Controller.

C. Sick Bank/Paid Time Off. Prior to commencing an unpaid leave of absence employees shall have exhausted all available sick leave and paid time off.

D. Fringe Benefits. Health insurance, life insurance and dental/optical/wellness benefits shall be continued for three (3) months for employees with at least one (1) year of seniority who are on an approved, unpaid family or medical leave.

Employees shall continue to accrue service credit in the retirement system for a maximum of three (3) months while on an approved, unpaid family or medical leave.

If an unpaid leave extends beyond three (3) months employees will be provided information for continued benefits under COBRA provisions.

E. Seniority. Seniority for purposes of annual leave eligibility or wage progressions shall continue to accrue during an approved, unpaid family or medical leave for a maximum of six (6) months.

F. Second Opinion. The Employer reserves the right to require, at the Employer's expense, a second opinion from another health care provider concerning any of the information furnished on the employee's original medical certification. If the second opinion differs from the original certification a third examination may be obtained, at the Employer's expense, by a health care provider jointly approved by the Employer and employee. The opinion of the third provider shall be final and binding on both the Employer and the employee.

G. Return to Former Position. Employees returning from an approved, unpaid family or medical leave of absence of three (3) months or less shall be returned to their former position.

H. Medical Release to Return to Work. Employees on a leave of absence for a serious health condition which makes the employee unable to perform their job functions shall provide the Personnel Department with a medical release to return to work. Employees on leave of absence for the serious health condition of a spouse, child or

parent, if that individual has an illness which may be contagious, may also be required to provide the Personnel Department with a medical release to return to work.

26. UPGRADES. After the effective date of this contract, upgrade requests will no longer be part of the negotiations process. AFSCME may present upgrade requests effective with the annual budget process.

27. TYPING TESTS. One test per year will be paid for by the Employer at an institution which conducts typing tests.

28. STATE CERTIFICATIONS. The employer will notify the employees in August, 1995 of State licensing needs.

#### **AA. DURATION**

1. This agreement shall be effective January 1, 1995 and shall remain in effect until December 31, 1997. This agreement shall become open for negotiations 120 days prior to the expiration of the agreement. Either party may terminate on December 31, 1997 by giving notice to the other party within 15 days immediately following 120 days prior to the expiration of this agreement. In lieu of a termination notice, either party may request amendment to the agreement, and the other party may have an additional ten (10) days to determine whether it desires to terminate or amend the agreement. In the event amendment notices are given, all provisions of this agreement shall remain in full force and effect until settlement is reached on the proposed amendments, provided however that either party may terminate this agreement during the period of negotiations subsequent to December 31, 1997 by giving 30 day notice of termination.

2. Notices to the Union shall be made in writing and shall be addressed to the Chapter Chairperson at such place as he/she shall notify the employer.

3. Notices to the employer shall be made in writing and shall be addressed to the Chairperson of the Personnel and Finance Committee and to the Personnel Director, 120 W. Michigan Avenue, Jackson, Michigan 49201.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 7<sup>th</sup> day of August, 1995.

CHAPTER OF LOCAL NO. 2088  
UNIT C, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

JACKSON COUNTY:

<u>Julie M. Bradley</u>	<u>J. Michael J. Clark</u>
<u>Marilyn J. Kaufman</u>	<u>Kenneth R. Beardalee</u>
<u>Thomas P. Smith</u>	<u>B. E. [unclear]</u>
<u>Thomas H. Hutton</u>	_____
<u>Maryann Sabornie</u>	_____

ELECTED OFFICIALS:

Henry C. Zavislak  
Henry Zavislak, Sheriff

Dennis Hurst  
Dennis Hurst, Prosecutor

Janet Rochefort  
Janet Rochefort, Treasurer

Gerald McDevitt  
Gerald McDevitt, Register of Deeds

Geoffrey W. Snyder  
Geoffrey Snyder, Drain Commissioner

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Edward Morgan



## AFSCME Unit C

### Grade Level 7

Investigator - Prosecutor's Office, Prosecutor's Office/Social Service Division  
Real and Personal Property Appraiser II - Equalization

### Grade Level 6

Correctional Maintenance Technician - Sheriff  
Real and Personal Property Appraiser I - Equalization  
Coordinator/Investigator - Prosecutor's Office  
Facilities Maintenance Technician - Facilities Dept  
Maintenance III/Technician - Facilities Dept  
Groundskeeper - Parks

### Grade 5

Maintenance III - Facilities, Parks, Airport  
Mechanic II - Garage, Airport, Parks  
Utility Person - Airport  
Maintenance II - Airport  
Print Room Operator - Adm./Controller  
Secretary/Stenographer/Draftsperson - Drain  
Legal Secretary - Prosecutor's Office, Prosecutor's Office/Social Services Division  
Operation and Maintenance Technician I - Garage  
Draftsperson - Tax Roll

### Grade 4

Mechanic I - Garage  
Secretary - Cooperative Extension  
Maintenance II - Facilities  
Accounts Payable Clerk - Adm/Controller  
Account Clerk/Chore Program Coordinator - Aging  
Property Description Clerk II - Tax Roll  
Transcriptionist - Sheriff  
Account Clerk III - Treasurer  
Clerk Cashier - Treasurer  
Service Person - Airport

### Grade 3

Records Clerk - Sheriff  
Transcriptionist/Floater - Sheriff  
Cook II - Sheriff, Aging  
Receptionist/Secretary - Veterans  
Clerk Typist/Receptionist - Prosecutor/Victim Witness Program, Sheriff, Aging  
Clerk Cashier - Animal Shelter  
Property Description Clerk - Tax Roll  
Maintenance I - Facilities  
Kennelperson - Animal Shelter  
Telecommunications Technician - Adm/Controller  
Data Entry Clerk - Register of Deeds, Equalization  
Microfilm/Data Entry Clerk - Register of Deeds  
Maintenance Service Worker Coordinator - Facilities

**Grade 2**

Clerk - Adm/Controller, Guardian, Equalization

Maintenance Service Worker - Facilities

Account Clerk - Aging

Custodian - Aging

Assistant Cook - Aging

Nutrition Site Leader - Aging

**Grade 1**

Clerical Aide - Aging

Transporter - Aging

## AFSCME UNIT C - 1995

	<u>Start</u>	<u>After Probation</u>	<u>18 Months</u>	<u>3 Years</u>
Grade 1	7.03	7.31	7.60	7.87
Grade 2	7.45	7.76	8.07	8.56
Grade 3	7.90	8.21	8.53	8.85
Grade 4	9.05	9.42	9.79	10.15
Grade 5	9.78	10.27	10.76	11.24
Grade 6	10.66	11.19	11.73	12.26
Grade 7	11.63	12.22	12.80	13.38

AFSCME UNIT C - 1996

	<u>Start</u>	<u>After Probation</u>	<u>18 Months</u>	<u>3Years</u>
Grade 1	7.21	7.49	7.79	8.07
Grade 2	7.64	7.95	8.27	8.77
Grade 3	8.10	8.42	8.74	9.07
Grade 4	9.28	9.66	10.03	10.40
Grade 5	10.02	10.53	11.03	11.52
Grade 6	10.93	11.47	12.02	12.57
Grade 7	11.92	12.53	13.12	13.71

*-16.848*  
*19,302*

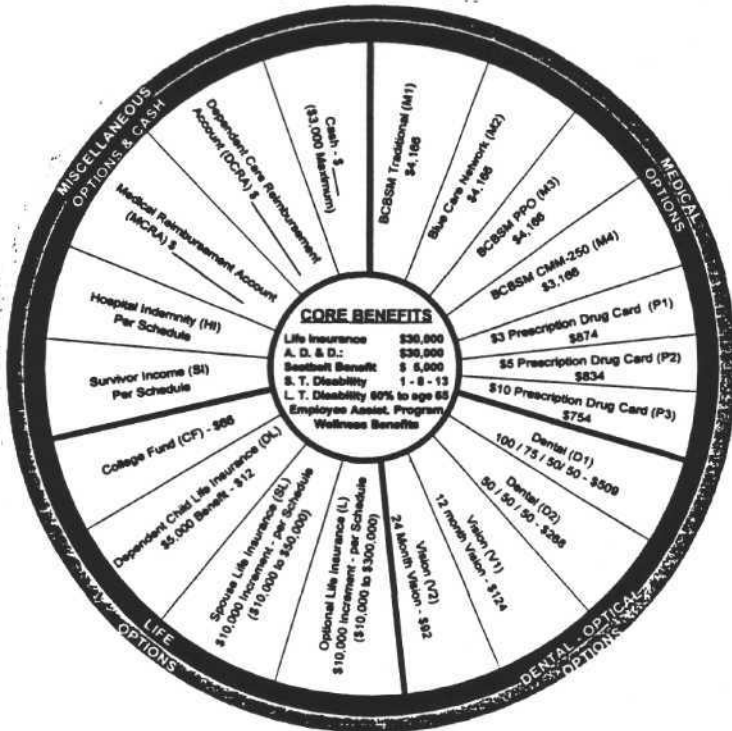
AFSCME UNIT C - 1997

	<u>Start</u>	<u>After Probation</u>	<u>18 Months</u>	<u>3 Years</u>
Grade 1	7.39	7.68	7.98	8.27
Grade 2	7.83	8.15	8.48	8.99
Grade 3	8.30	8.63	8.96	9.30
Grade 4	9.51	9.90	10.28	10.66
Grade 5	10.27	10.79	11.31	11.81
Grade 6	11.20	11.76	12.32	12.88
Grade 7	12.22	12.84	13.45	14.05

# County Of Jackson

## IBP DOLLARS ALLOWABLE - \$5,440

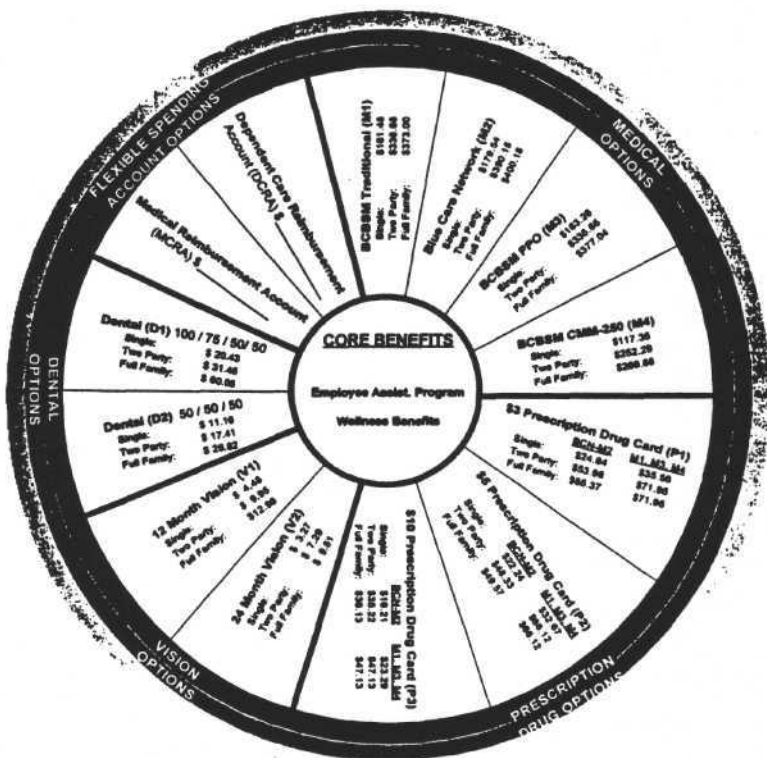
NOTE: If OPTING OUT OF MEDICAL BENEFITS \$3,000 IBP DOLLARS ARE AVAILABLE FOR ADDITIONAL BENEFITS OR CASH



**Choices for Today**

# Individualized Benefit Plan

## PART TIME EMPLOYEES SECTION 125 CAFETERIA PLAN



**Planning for Tomorrow**

LETTER OF UNDERSTANDING

between

JACKSON COUNTY

and

LOCAL 2098 MICHIGAN COUNCIL NO. 25  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO  
UNITS B AND C

Re: Carry-Over of Annual Leave Days Granted for Saturday Holidays

The County of Jackson and Local 2098, Michigan Council No. 25, AFSCME hereby agree that annual leave days granted for Saturday holidays may be carried over to the next year on the employee's anniversary date. These leave days must be utilized within one year after the employee's anniversary date and are in addition to the leave days which may be carried over per Provision T. Annual Leave, Section 3. Accumulation of Annual Leave of the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed on this 21st day of July, 1992.

CHAPTER OF LOCAL NO. 2098,  
UNIT C, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

Greg D. Nick  
Robert J. Th  
Walter M. Bradley  
Marion J. H. H. H.  
James R. Cook  
James R. Cook  
Christa R. Nussland

JACKSON COUNTY:

Thomas J. P. P.  
Dennis L. Rowlin  
Veronice J. Wehater  
John R. Day

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO:

Betty J. Foster

ELECTED OFFICIALS

Joseph Filip, Prosecutor

ELECTED OFFICIALS

Janet Rochford, Treasurer

Darlene Schuster, County Clerk

Geoffrey W. S. S.  
Geoffrey S. S. S., Drain  
Commissioner

Gerald McDevitt, Register  
of Deeds



LETTER OF UNDERSTANDING  
 between  
 JACKSON COUNTY  
 and  
 LOCAL 2088 MICHIGAN COUNCIL NO. 25  
 AMERICAN FEDERATION OF STATE,  
 COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Re: Temporary Employees - Parks Department

In order to provide necessary "in-season" personnel for the Parks Department to perform duties normally performed by members of the bargaining unit, the County of Jackson and Local 2088, Michigan Council No. 25, AFSCME do hereby agree to the following.

1. Temporary employees may be used at the Parks between April 1 and August 31 of each year.

Temporary employees may be used at the Golf Course between April 1 and October 31 of each year.

Notwithstanding the provision of Article B, Definitions, c. Temporary Employees, the one hundred (100) day restriction on these temporary employees is removed.

2. Each pay period the Union shall be given a list of the temporary employees who are performing the type of work that is performed by members of the bargaining unit.

3. Unit C employees who are given a layoff notice may use the bumping procedure as outlined in the Collective Bargaining Agreement or they may elect to bump into a temporary position at the Parks. The employee will be paid at the wage rate they would have received if they had bumped.

In the event the employee elects to take a layoff, temporary employees may continue at the Parks.

IN WITNESS WHEREOF, the parties hereto have cause this instrument to be executed on this 21st day of July, 1992.

CHAPTER OF LOCAL 2088, UNIT C  
 AFFILIATED WITH MICHIGAN  
 COUNCIL NO. 25:

Darryl D. Hicks  
Robert J. ...  
John M. ...  
Marvin ...  
James ...  
Clara ...

MICHIGAN COUNCIL 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO:

Kelley ...

ELECTED OFFICIALS

Janet Rochefort  
 Janet Rochefort, Treasurer

Scott ...  
 Secretary, Drain  
 Commissioner

JACKSON COUNTY:

Thomas ...  
Dennis ...  
Vermon ...  
John ...

ELECTED OFFICIALS

Joseph ...  
 Joseph Filip, Prosecutor

Darlene ...  
 Darlene Schisler, County Clerk

Gerald ...  
 Gerald McDevitt, Register  
 of Deeds

LETTER OF UNDERSTANDING

between

JACKSON COUNTY

and

LOCAL 2088, MICHIGAN COUNCIL NO. 25  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

UNIT C

Re: Employee Health Insurance Waiver and Compensation Agreement

The County of Jackson and Local 2088, Michigan Council No. 25, Unit C hereby agree that the Employee Health Insurance Waiver and Compensation Agreement as revised by the Jackson County Board of Commissioners in December, 1988 will be available to eligible employees of AFSCME Unit C effective September 1, 1989.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 21st day of July, 1992.

CHAPTER OF LOCAL 2088, UNIT C  
AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

Jerry D. Hicks  
Kathleen A. El  
Julia M. Spadley  
Martha L. Raynor  
Bonnie L. Wash  
James D. Cook  
Christa R. Hubbard

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO:

Betty J. Foster

ELECTED OFFICIALS

Janet Rochefort  
Janet Rochefort, Treasurer

Geoffrey W. Spender  
Geoffrey Spender, Drain  
Commissioner

JACKSON COUNTY:

Thomas J. Rutledge  
Dennis L. Rowlin  
Veronica J. Webster  
John R. Day

ELECTED OFFICIALS

Joseph S. Foy  
Joseph Foy, Prosecutor

Barbara D. Schisler  
Barbara Schisler, County Clerk

Gerald McDevitt  
Gerald McDevitt, Register  
of Deeds

LETTER OF UNDERSTANDING

between

JACKSON COUNTY

and

LOCAL 2098, MICHIGAN COUNCIL NO. 25  
AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

UNIT C

Re: Transfer of Community Action Agency (CAA) Nutrition Program Employees to Jackson County

The County of Jackson and Local 2098, Michigan Council No. 25, Unit C hereby agree that effective October 1, 1993 individuals in AFSCME positions transfer to County employment as AFSCME Unit C employees. Established positions include Cook, Clerical Aide, Stockperson/Custodian, Nutrition Site Leader, Assistant Cook and Transporter. As vacancies occur two (2) Food Transporter positions will be eliminated and volunteers will be utilized. Seniority of current employees transferred to AFSCME Unit C shall be based upon seniority date as CAA AFSCME employees. The evaluation period for transferred employees shall be sixty (60) working days from October 1, 1993 with health and life insurance and dental/optical wellness available to eligible transferred employees effective October 1, 1993. All permanent full- and part-time employees shall become members of the Jackson County Employees' Retirement System effective October 1, 1993.

The County's Residency Policy shall be waived on a one-time only basis for current transferred employees.

The following rate schedule shall apply for the period October 1, 1993 through December 31, 1994.

POSITION	Start	After Probation	18 Months	3 Years
Cook	\$ 6.39	\$ 6.79	\$ 7.19	\$ 7.59
Clerical Aide	6.37	6.71	7.10	7.49
Stockperson/Custodian	5.49	6.03	6.57	7.10
Nutrition Site Leader	5.49	6.03	6.57	7.10
Assistant Cook	5.32	5.76	6.20	6.64
Transporter	4.91	5.35	5.79	6.13

Except as provided above other provisions of AFSCME Unit C Collective Bargaining Agreement shall apply.

IN WITNESS WHEREOF, this Agreement has been executed by the parties by their duly authorized representatives this 14th day of September, 1993.

CHAPTER OF LOCAL 2098, UNIT C  
AFFILIATED WITH MICHIGAN COUNCIL NO. 25:

COUNTY OF JACKSON:

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

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,  
AFL-CIO:

Letter of Understanding

Re: Transfer of Community Action Agency (CAA) Nutrition Program Employees to Jackson County

ELECTED OFFICIALS:

\_\_\_\_\_  
Janet Rochefort, Treasurer

\_\_\_\_\_  
Geoffrey Snyder, Drain Commissioner

\_\_\_\_\_  
Dennis Hurst, Prosecutor

\_\_\_\_\_  
Mickey Mortimer, County Clerk

\_\_\_\_\_  
Gerald McDevitt, Register of Deeds

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT  
TWELFTH DISTRICT COURT  
JACKSON COUNTY PROBATE COURT  
and  
COUNTY OF JACKSON

and

JACKSON COUNTY COURT EMPLOYEES, UNIT D LOCAL 2098  
JACKSON COUNTY EMPLOYEES, UNIT C LOCAL 2098

The Courts, the County and AFSCME Local 2098, Units C and D hereby agree to the following.

1. Effective November 1, 1993 two (2) AFSCME Local 2098, Unit C employees, currently classified as Vital Statistics Clerks, shall become members of AFSCME Local 2098, Unit D and their classification shall be changed to Deputy County Clerk.
2. The above referenced employees shall transfer their AFSCME Unit C seniority in its entirety to AFSCME Unit D.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 12th day of October, 1993.

CHAPTER OF LOCAL 2098 UNITS C  
AND D, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

Curtis P. Hubbard  
Curtis Hubbard, Chapter Chairperson  
AFSCME Local 2098, Unit C

Joyce Powell  
Joyce Powell, Chapter Chairperson  
AFSCME Local 2098, Unit D

James R. Cook  
James Cook, President  
AFSCME Local 2098

Edward Morgan  
Ed Morgan, Staff Representative  
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:

Charles Nelson  
Charles Nelson, Chief Judge

TWELFTH DISTRICT COURT:

Charles Palahee  
Charles Palahee, Chief Judge

PROBATE COURT:

Frederick Sill  
Frederick Sill, Chief Judge

COUNTY CLERK:

Mickey Martimer  
Mickey Martimer, County Clerk

BOARD OF COMMISSIONERS:

Mike Rand  
Mike Rand, Salary and Labor Chairman

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT  
TWELFTH DISTRICT COURT  
JACKSON COUNTY PROBATE COURT  
and  
COUNTY OF JACKSON

and

JACKSON COUNTY COURT EMPLOYEES, UNIT D LOCAL 2098  
JACKSON COUNTY EMPLOYEES, UNIT C LOCAL 2098

The Courts, the County and AFSCME Local 2098, Units C and D hereby agree to the following.

1. Effective November 1, 1993 two (2) AFSCME Local 2098, Unit C employees, currently classified as Vital Statistics Clerks, shall become members of AFSCME Local 2098, Unit D and their classification shall be changed to Deputy County Clerk.
2. The above referenced employees shall transfer their AFSCME Unit C seniority in its entirety to AFSCME Unit D.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 12th day of October, 1993.

CHAPTER OF LOCAL 2098 UNITS C  
AND D, AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

Curtis P. Hubbard  
Curtis Hubbard, Chapter Chairperson  
AFSCME Local 2098, Unit C

Joyce Powell  
Joyce Powell, Chapter Chairperson  
AFSCME Local 2098, Unit D

James R. Cook  
James Cook, President  
AFSCME Local 2098

Ed Morgan  
Ed Morgan, Staff Representative  
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:

Charles Nelson  
Charles Nelson, Chief Judge

TWELFTH DISTRICT COURT:

Charles Falahee  
Charles Falahee, Chief Judge

PROBATE COURT:

Frederick Sill  
Frederick Sill, Chief Judge

COUNTY CLERK:

Mickey Mortimer  
Mickey Mortimer, County Clerk

BOARD OF COMMISSIONERS:

Mike Rand  
Mike Rand, Salary and Labor Chairman

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT  
TWELFTH DISTRICT COURT  
JACKSON COUNTY PROBATE COURT

and

JACKSON COUNTY COURT  
AND COURT RELATED EMPLOYEES OF UNIT D LOCAL 2098

The Courts and AFSCME Local 2098 Unit D hereby agree to the following.

Effective November 1, 1993 the classification of Microfilm Coordinator and Assistant Deputy County Clerk shall be changed to Deputy County Clerk.

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 12th day of October, 1993.

CHAPTER OF LOCAL 2098 UNIT D,  
AFFILIATED WITH MICHIGAN  
COUNCIL NO. 25:

Joyce D. Fowell  
Joyce Fowell, Chapter Chairperson  
AFSCME Local 2098, Unit D

James R. Cook  
James Cook, President  
AFSCME Local 2098

Edward Morgan  
Ed Morgan, Staff Representative  
Michigan Council No. 25

FOURTH JUDICIAL CIRCUIT COURT:

Charles Nelson  
Charles Nelson, Chief Judge

TWELFTH DISTRICT COURT:

Charles Falahee  
Charles Falahee, Chief Judge

PROBATE COURT:

Frederick Sill  
Frederick Sill, Chief Judge

COUNTY CLERK:

Mickey Mortimer  
Mickey Mortimer, County Clerk

LETTER OF UNDERSTANDING

between

FOURTH JUDICIAL CIRCUIT COURT  
TWELFTH DISTRICT COURT  
JACKSON COUNTY PROBATE COURT  
and  
COUNTY OF JACKSON

and


JACKSON COUNTY COURT EMPLOYEES, UNIT D LOCAL 2098  
JACKSON COUNTY EMPLOYEES, UNIT C LOCAL 2098


The Courts, the County and AFSCME Local 2098, Units C and D hereby agree to the following.


1. Effective November 5, 1993 William Warner, Maintenance Coordinator and David Gjestland, Custodian are transferred from Unit D to Unit C to the classifications of Maintenance III and Maintenance Service Worker respectively.
2. The wage rates effective January 1, 1994 are \$10.97 per hour and \$8.35 per hour as defined in the AFSCME Unit C Collective Bargaining Agreement.
3. W. Warner and D. Gjestland shall transfer all of their AFSCME Unit D seniority for purposes of County-wide and Unit-wide seniority; departmental seniority shall be based on the transfer date of 11/5/93.
4. This agreement shall be non-precedent setting.

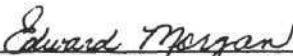
IN WITNESS WHEREOF, the parties hereto have caused this Letter of Understanding to be executed on this 22nd day of February, 1994.

CHAPTER OF LOCAL 2098 UNITS C  
AND D, AFFILIATED WITH  
MICHIGAN COUNCIL NO. 25:

  
Curtis Hubbard, Chapter Chairperson  
AFSCME Local 2098, Unit C

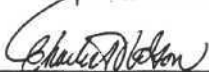
  
Joyce Powell, Chapter Chairperson  
AFSCME Local 2098, Unit D

  
James Cook, President  
AFSCME Local 2098

  
Ed Morgan, Staff Representative  
Michigan Council No. 25



FOURTH JUDICIAL CIRCUIT COURT:




Charles Nelson, Chief Judge

TWELFTH DISTRICT COURT:



Charles Falahee, Chief Judge

PROBATE COURT:



Susan Vandercook, Chief Judge

BOARD OF COMMISSIONERS:



James Shotwell, Chairman

