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12/31/98

# **AGREEMENT**

**COUNTY OF LUCE**

*- and -*

**LUCE COUNTY COURTHOUSE  
CHAPTER OF LOCAL 2530**

*Luce County*

*affiliated with*

**MICHIGAN AFSCME COUNCIL #25  
AFL-CIO**

***January 1, 1996 - December 31, 1998***

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# AGREEMENT

This Agreement entered into as of the date of its execution by and between the County of Luce, the Luce County Treasurer, the Luce County Clerk, Luce County Sheriff and the Luce County Register of Deeds, hereinafter referred to as the Employers and Luce County Courthouse Chapter of Local 2530 affiliated with Michigan A.F.S.C.M.E. Council #25 AFL-CIO, hereinafter referred to as the Union.

## WITNESSETH:

The general purpose of this Agreement is to set forth the conditions of employment which shall prevail for the duration of this Agreement and to promote orderly and peaceful labor relations for the mutual interest of the Employer, its employees and the Union. Recognizing that the interest of the community and the job security of the employees depend upon the Employer's ability to continue to provide proper services for the community, the Employer and the Union, for and in consideration of the mutual promises, stipulations and conditions hereinafter specified, agree to abide by the terms and provisions set forth herein for the duration of this Agreement.

## ARTICLE I - RECOGNITION

**Section 1:** Pursuant to and in accordance with the applicable provisions of Act 379 of the Michigan Public Acts of 1965, the Employer recognizes the Union as the exclusive collective bargaining representatives for all regular full-time and regular part-time clerks, secretaries, Deputy Treasurer, Deputy Registrar of Deeds, Deputy Clerk, 4H Program Administrator, and custodians, but excluding all irregular part-time, temporary or seasonal employees, elected officials, supervisors, and all other employees of the Employer.

**Section 2:** It is specifically recognized that except as specifically provided in this Agreement, employees shall not be allowed to engage in Union activities during working hours or while on the Employer's premises.

## ARTICLE II - MANAGEMENT RIGHTS

**Section 1:** The Employer hereby retains and reserves unto their-selves, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically limited or

abrogated by the terms and provisions of this Agreement, are reserved to and remain vested in the Employer, including but without limiting the generality of the foregoing, the right:

- (a) To manage its affairs efficiently and economically, including the determination of quantity and quality of services to be rendered, the control of materials, tools and equipment to be used and the discontinuance of any service, materials or methods of operation, except for items specifically mentioned in this Agreement;
- (b) To introduce new equipment, methods, or processes, change or eliminate existing equipment and institute technological changes, decide on materials, supplies and equipment to be purchased;
- (c) The unrestricted right to subcontract or secure auxiliary or volunteer workers to perform bargaining unit work when it, in its sole discretion, deems same necessary;
- (d) To determine the number, location, and type of facilities and installations;
- (e) To determine the size of the work force and increases or decreases in its size;
- (f) To hire, assign and lay off employees, to reduce the work week or the work day or effect reductions in hours worked by combining layoffs and reductions in work week or the work day;
- (g) To permit other employees not included in the bargaining unit to perform bargaining unit work when, in the opinion of the Employer, this is necessary.
- (h) To direct the work force, assign work and determine the number of employees assigned to operations;
- (i) To establish, change, combine or discontinue job classifications and prescribe and assign job duties, content and classification and to establish wage rates for any new or changed classifications;
- (j) To determine lunch, rest periods and cleanup times, the starting or quitting time and the number of hours to be worked;
- (k) To establish work schedules, including shift hours, rotations, days off and shift assignments;
- (l) To discipline and discharge employees;
- (m) To adopt, revise and enforce working rules and carry out cost and general improvement programs;

(n) To transfer, promote and demote employees from one classification, department or shift to another;

(o) To select employees for promotion or transfer to supervisory or other positions, to determine the qualifications and competency of employees to perform available work and to periodically evaluate employees' job performance.

### ARTICLE III - UNION SECURITY

**Section 1:** Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**Section 2:** Employees covered by this Agreement who are not members the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

**Section 3:** Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

### ARTICLE IV - DUES CHECK OFF

**Section 1:** The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, provided that the employee has given written authorization for said deduction. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.

**Section 2:** Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or

initiation fees.

**Section 3:** The Employer agrees to provide this service without charge to the Union.

#### **ARTICLE V - REPRESENTATION FEE CHECK OFF**

**Section 1:** The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix E), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

**Section 2:** The amount of such representation fee will be determined as set forth in Article VI of this contract.

**Section 3:** The Employer agrees to provide this service without charge to the Union.

#### **ARTICLE VI - HOLD HARMLESS**

**Section 1:** The Union shall indemnify and save the Employer harmless from any and all claims, demands, suits or any other action arising from these Union Security, Dues Check-Off and Representation Fee Check-Off provisions.

#### **ARTICLE VII - REMITTANCE OF DUES AND FEES**

**Section 1 :** When Deductions Begin: Check-off deductions under all properly executed authority for check-off shall become effective at the time the application is signed by the employee, and shall be deducted from the first pay period of the month and each month thereafter.

**Section 2:** Remittance of Dues to Financial Officer: Deductions for any calendar month shall be remitted to the designated Officer of the Union, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than the fifth (5th) day of the month following the month in which they were deducted.

**Section 3:** The Employer shall additionally indicate the amount deducted, and notify the Local #2530 Treasurer of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions; and further advise said financial officer by submission of an alphabetical list of all new hired since the date of submission of the previous month's remittance of dues.

## ARTICLE VIII - GRIEVANCE PROCEDURE

**Section 1:** A grievance shall be defined as any dispute regarding meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement.

**FIRST STEP:** An employee who has a grievance must submit the grievance orally to the his or her department head within three (3) regularly scheduled working days after the occurrence of the event upon which the grievance is based or within three (3) regularly scheduled working days of when the employee should have reasonably known of the event. The department head shall give the employee an oral answer to the grievance within forty-eight (48) hours (Saturdays, Sundays and holidays excluded) after the grievance has been presented. If the matter has not been settled at this point and is to be processed further, the grievance must be reduced to writing, state the facts upon which it is based, when they occurred, specify the section of the contract which allegedly has been violated, must be signed by the employee and two (2) copies thereof must be presented to the department head within three (3) regularly scheduled working days after the day upon which the employee received the oral answer from the department head. The department head shall give a written answer to the aggrieved employee within two (2) regularly scheduled working days after receipt of the written grievance. If the answer is satisfactory, the employee shall so indicate on the Employer's copy of the grievance form and sign the same.

**SECOND STEP:** If the grievance has not been settled in the First Step and is to be appealed to the Second Step, such notice of appeal must be given to the department head within five (5) regularly scheduled working days after the receipt by the employee of the department head's First Step answer. The department head shall promptly forward a copy of the grievance and notice of appeal to the County Clerk. The grievance reaching this Step shall be considered at a meeting between the Union's representatives and a representative or representatives of the County and department involved, which meeting shall be held no longer than ten (10) regularly scheduled working days from the time the appeal was taken to this Step. The County shall give the Union's representative a written Second Step answer within five (5) regularly scheduled working days after such meeting unless such time limit has been extended by mutual agreement between the County and the Union.



**THIRD STEP:** If after receipt of the second step answer, the grievance has not been satisfactorily settled, either party shall have the right to submit such grievance to arbitration by the Federal Mediation and Conciliation Service in accordance with its Voluntary Labor Arbitration Rules, then obtaining, provided such submission is made within thirty (30) calendar days after receipt of the second step answer. If the grievance has not been submitted to arbitration within said thirty (30) calendar day period, it shall be considered as having been withdrawn by the Union and not subject to further grievance. The arbitrator shall have no authority to add to, subtract from, change or modify any provisions set forth in this Agreement, establish any new salary rate or plan that is not consistent with the terms of this Agreement, or rule on any provisions of the pension plan or insurance policy, but shall be limited solely to the interpretation and application of the specific provisions contained in this Agreement. However, nothing contained herein shall be construed to limit the authority of the arbitrator in his/her own judgment to sustain, reverse or modify any alleged unjust discipline that may reach this step of the Grievance Procedure. The decision of the arbitrator shall be final and binding upon the Employer, the Union and the employees. The expenses and fees of the arbitrator shall be paid by the party who loses the arbitration. All other expenses related to the arbitration process, including any expenses incurred by calling witnesses, shall be borne by the party incurring such expense.

**Section 2:** If a grievance which has not been settled at any Step of the Grievance Procedure and is not appealed by the Union to the next succeeding Step within the time limit provided for such appeal, such grievance shall be considered as having been withdrawn by the Union and shall not be subject to further grievance. If the grievance is not answered by the Employer within the time limit specified for such answer at any Step of the Grievance Procedure, such grievance shall automatically be advanced to the next Step of the Grievance Procedure. It is understood and agreed that by mutual agreement between the Employer and the Union any time limit herein specified may be extended.

**Section 3:** A Union representative shall be permitted to present grievances as provided in the Second Step of the Grievance Procedure without loss of pay.

**Section 4:** Wherever used in this Agreement, the words "regularly scheduled working days" shall mean Monday through Friday, excluding unworked holidays specified herein.

## ARTICLE IX - STRIKES AND LOCKOUTS

**Section 1:** The Union agrees that, during the life of this Agreement, neither the Union, its agents nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown or strike to include sympathy strikes. The Employer agrees that during the same period, there shall be no lockouts. Likewise, it is understood and agreed that the Union or employees shall not engage in concerted activities calculated to influence elected officials, such as picketing private homes or businesses.

**Section 2:** Individual employees or groups of employees who d instigate, aid, condone or engage in a work stoppage, slowdown or strike or any conduct specified in Section 1 above may be disciplined or discharged in the sole discretion of the Employer.

## ARTICLE X - SENIORITY

**Section 1:** Seniority shall be defined as an employee's length of continuous full-time, non-seasonal or temporary employment by the Employer since the employee's last hiring date. "Last hiring date" shall mean the date upon which an employee first reported for work at the direction of the Employer since which such employee has not quit, retired or been discharged. Department seniority shall date from the date an employee last entered the department as a regular full-time employee. No time shall be deducted from an employee's seniority due to absences occasioned by authorized leaves of absence, vacations, sick or accident leaves or layoffs, except as hereinafter provided.

**Section 2:** All new employees shall be probationary employees until they have actually worked nine hundred ten (910) hours for the Employer. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes necessary to qualify such person for permanent regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or discharged in the sole discretion of the Employer. During the probationary period, an employee may be discharged without recourse to the Grievance Procedure. At the conclusion of an employee's probationary period, the employee's length of continuous service with the Employer shall date from such employee's last hiring date.

**Section 3:** When, in the judgment of the Employer, it becomes necessary to reduce the number of employees in any department within the unit, probationary employees within the department being reduced shall be laid off first. Next regular part-time employees within the department being reduced will be laid off, provided always that the remaining employees have the then present skills and ability to perform available work without trial or training. Thereafter, if it is necessary to further reduce the number of employees, employees shall be removed on the basis of their department seniority, provided always that the remaining employees have the then present skills and ability to perform available work without trail or training. Employees removed from a department shall have no right to enter another department.

**Section 4:** When recalling employees to work following a layoff, the senior employee in the department on layoff status who can satisfactorily perform the available work without trial or training will be the first recalled to work. If, under this Section, there are no laid off employees who qualify for recall, then the Employer shall be free to hire new employees to perform such work.

**Section 5:** An employee's seniority and employment shall terminate:

- (a) If he or she quits, retires or is discharged;
- (b) If, following a layoff, he or she fails or refuses to notify the department head of his or her intention to return to work within ten (10) calendar days after a written notice, sent by certified mail, of such recall is sent to his or her address on record with the Employer or having notified the department head of his or her intention to return fails to do so within twenty (20) calendar days after such notice is sent;
- (c) He or she is absent for two (2) consecutive regularly scheduled working days without notifying the department head prior to or within such two (2) day period of a justifiable reason for such absence;
- (d) When he or she has been laid off for a period of twelve (12) or more consecutive months.

**Section 6:** Employees who, in the judgement of the Employer, have the required training, ability, aptitude and knowledge for positions of increased responsibility shall be considered for promotion when vacancies occur. Seniority shall not be used as a basis for promotion unless the other qualifications of two (2) or more employees are considered by the department head to be equal. It is understood that if, in the judgement of the department head, there are no employees who satisfy the requirements for vacant jobs, new employees shall be hired therefor.

**Section 7:** It is understood and agreed that the nature of employment with the Employer dictates that the department head or supervisory personnel have in the past and can in the future perform any and all bargaining unit tasks and work assignments whether employees are on lay-off status or whether the work performed by the supervisor or department head would deprive the employee of regular work or overtime work. Likewise, in those departments where more than one job classification exists, the department head shall have the right to temporarily transfer employees within the department within the bargaining unit, irrespective of their seniority status, from one job classification to another as the need arises. It is understood and agreed that any employee within the department temporarily transferred in accordance with the provisions of this Section shall not acquire any permanent title or right to the job to which he is temporarily transferred, but shall retain his seniority in the permanent classification from which he was transferred.

## **ARTICLE XI - LEAVES OF ABSENCE**

**Section 1:** The department head may grant a leave of absence without pay or benefits for personal reasons of not to exceed thirty (30) calendar days which period may, for good cause, be extended without pay or benefits and without loss of seniority to an employee who has completed

his or her probationary period, provided in the judgment of the department head such employee can be spared from his or her work. Said extension shall not exceed an additional thirty (30) days.

**Section 2:** The County agrees to abide by the provisions of the Selective Service Act and State Statutes and their judicial interpretation with respect to leaves of absence due to military service, including National Guard duty.

**Section 3:** An employee who is called to and reports for jury duty shall be compensated by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. The compensation to be paid hereunder shall not exceed the difference between the employee's regular straight time hourly rate and the daily jury fee paid by the court. If the employee reports for jury duty and is excused early, he or she must then report for work. In order to receive payment, an employee must give the Employer prior notice that he or she has been summoned for jury duty and must furnish satisfactory evidence that jury duty was performed on the days for which he or she claims payment. The provisions of this paragraph are not applicable to an employee who, without being summoned, volunteers for jury duty. Compensation as set forth hereunder shall be paid to an employee who is subpoenaed as a witness in a case in which the employee is not a party and which subpoena is received as a result of his or her work for the County.

**Section 4:** An employee who, because of illness, accident or pregnancy, other than illness or accident compensable under the Michigan Workmen's Compensation Laws is physically unable to report for work shall be given a leave of absence without pay not to exceed sixty (60) days provided he or she promptly notifies the Employer of the necessity therefor and provided further that they supply the Employer with a certification from a qualified physician of the necessity for such absence. The Employer may request additional medical certification at any time during said sixty (60) day period to substantiate the necessity for continued leave but at no time shall said leave exceed sixty (60) days unless said extension is approved by the Employer. Employees may use accumulative paid sick leave during this medical leave if allowable under the sick leave provision

**Section 5: Sick Leave.** Effective with the initial date of employment, every employee shall be granted one (1) work day sick leave allowance for each completed calendar month of service with a maximum accumulation of ninety (90) days (six hundred thirty [630] hours). Such sick leave allowance may only be used by an employee when incapacitated to perform his duties due to sickness, pregnancy or injury, when quarantined or in the event of serious illness or death in the employee's immediate family. The immediate family for this purpose shall be defined as an employee's current spouse, children, parents, brother, sister, current parents-in-law, grandparents and grandchildren. All foreseeable leaves for such purposes shall require specific prior approval of the department head. It is understood and agreed that sick leave will not be abused. A medical certificate will not be required to substantiate a request for approval of sick leave for two (2) consecutive days or less unless the employee has been notified in writing about excess use or abuse of sick leave. Following use of sick leave in excess of five (5) consecutive working days, a supervisor shall require a medical certification of fitness to work at the time an employee returns to work. Employees shall use sick leave when absenting themselves from work for doctor or dentist

appointments.

- (a) An employee or member of his family shall notify his/her supervisor at the Employer's office prior to the start of the shift, or as soon thereafter as the employee's circumstances will permit, if he is going to be absent. If an employee has a member of his/her family notify the supervisor that he/she is going to be absent for reasons covered under Section 5 above, it is expressly understood that he is responsible for that call as if he had made the call himself or herself.
- (b) In order to accumulate sick leave for any given month, the employee must actually work one hundred five (105) hours or more in said month. Vacation hours taken shall count as hours worked for purposes of this requirement.
- (c) An employee who makes a false claim for paid sick leave, shall be subject to disciplinary action or dismissal depending upon the circumstances involved.
- (d) An employee shall not be eligible for sick leave if his illness or injury is attributable to causes stemming from his or her employment or work in the service of another employer or while acting in the capacity of a private contractor to another party.
- (e) If an employee retires, pursuant to the Employer's Retirement Program, the employee shall be entitled to be paid fifty percent (50%) of his accumulated unused sick leave credits, up to a maximum of forty-five (45) days accumulation (three hundred fifteen [315] hours). If an employee is discharged, is laid off, or quits, he shall not be entitled to payment of any portion of his accumulated unused sick leave.
- (f) Regular part-time employees, working twenty (20) hours or more per week, shall accumulate sick leave credits in proportion to the number of hours employed in relation to regular full-time employees.

**Section 6: Personal Leave.** Each regular full-time employee shall be entitled to two (2) personal leave days per calendar year with pay. In order to be eligible to receive these personal leave days each employee must have completed their probationary period, must have given their department head reasonable advance notice of the date they wish to take said personal leave and must have received the prior advance notice of their leave by their department head.

## ARTICLE XII - HOURS OF WORK

**Section 1:** The normal hours of work for employees in this bargaining unit shall average thirty-five (35) hours per week. The normal work day shall be seven (7) hours, Monday through Friday, from 8:00 a.m. to 12:00 noon and from 1:00 p.m. to 4:00 p.m. It is expressly understood and agreed

that the afore-cited hours for employees within the bargaining unit are merely a guide to normal starting and quitting times, and in no way are to be construed as a guarantee of hours per day or per week. It is expressly understood and agreed that the Employers may reduce the hours worked per day and/or the hours worked per week for some or all employees in lieu of a total layoff of some or all employees.

**Section 2:** Employees shall be entitled to a rest or break period of not to exceed fifteen (15) minutes duration at or near the midpoint of the first half of their seven (7) hour shift and of not to exceed fifteen (15) minutes duration at or near the midpoint of the second half of their seven (7) hour shift. It is understood and agreed that the timing of the break period may vary depending upon the nature of the work being performed by the employee at the time, it being recognized that under certain conditions it will be impossible or impracticable for employees to take a break period until the urgent or critical aspect of the job then being performed has been completed. Employees shall normally be entitled to a one (1) hour unpaid lunch period from 12:00 noon to 1:00 p.m.

### **ARTICLE XIII - WAGES**

**Section 1:** The job classifications, rate ranges and incremental steps applicable thereto are set forth in Appendix A attached hereto and by this reference made a part hereof.

### **ARTICLE XIV - OVERTIME**

**Section 1:** When overtime is to be worked, the Employer will endeavor to give the employee involved reasonable advance notice, if possible. When it is necessary to work overtime, as determined by the immediate supervisor, it shall be a condition of continued employment that employee work the necessary overtime. Payment for overtime hours worked shall be in accordance with Federal and State laws.

### **ARTICLE XV - HOLIDAYS**

**Section 1:** New Year's Day, Washington's Birthday (third Monday in February), Good Friday afternoon, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, the day after Thanksgiving, General Election Day (November - even numbered years) and Christmas Day shall be recognized as holidays and the Employer shall not normally schedule work on these days.

(a) When any holiday falls on Saturday, it will be granted on Friday. When any holiday falls on Sunday, it will be granted on Monday. An additional one-half day off shall be allowed the day before Christmas and the day before New Year's Day when those holidays fall on Tuesday, Wednesday, Thursday, or Friday.

**Section 2:** To be eligible for holiday pay, an employee must have worked the last day he or she was scheduled to work prior to the holiday and the next day following such holiday, except in cases where the employee's absence on such day or days is due to (1) the fact that his or her absence on such day or days occurred during his or her regularly scheduled vacation or (2) unless excused by the department head. Employees on lay-off status or on workers compensation leave shall not be eligible for holiday pay. In addition, employees on unpaid medical or personal leave shall not be eligible for holiday pay.

**Section 3:** Holiday pay will be paid as follows: Permanent full-time employees working seventy (70) hours per pay period will receive pay for an observed holiday, i.e. seven (7) hours pay. Part-time employees will receive pay for an observed holiday only if they are normally scheduled to work that day and only for the hours they would have worked.

## ARTICLE XVI - VACATIONS

**Section 1:** Regular full-time employees who have completed one (1) or more years of continuous employment with the Employer since their last hiring date shall be entitled to paid vacations as hereinafter set forth.

(a) When an employee completes one (1) year of continuous service with the Employer since his or her last hiring date, he or she shall thereafter be entitled to five (5) days of paid vacation (thirty-five (35) hours of pay) provided he or she continues working for the Employer thereafter.

(b) Employees who, as of the anniversary date of their last hiring date, have completed two (2) but less than six (6) years of continuous service with the Employer shall be entitled to ten (10) days of paid vacation, i.e. seventy (70) hours.

(c) Employees who, as of the anniversary date of their last hiring date, have completed six (6) but less than sixteen (16) years of continuous service with the Employer shall be entitled to fifteen (15) days of paid vacation, i.e. one hundred five (105) hours.

(d) Employees who, as of the anniversary date of their last hiring date, have completed sixteen (16) or more years of continuous service with the Employer shall be entitled to twenty (20) days of vacation with pay, i.e. one hundred forty (140) hours.

**Section 2:** In order to be eligible for vacation for any given year, a full-time employee must be physically present and work a minimum of twelve hundred (1200) hours during the year.

**Section 3:** If an employee, who is otherwise eligible for a vacation with pay, quits or is discharged on or after the anniversary date upon which he or she qualifies for such vacation with pay without having received the same, such employee will receive along with his or her final paycheck, the vacation pay for which he or she qualifies as of such anniversary date. If an employee quits or is discharged prior to any anniversary date upon which he or she would have qualified for a vacation with pay, he or she will not be entitled to any portion of the vacation pay for which he or she would have qualified on such anniversary date. However, if an employee retires under the Employer's Pension Plan prior to such anniversary date, he or she shall receive a prorata share (as of the date of retirement) of the vacation pay for which he or she would have qualified as of the following anniversary date.

**Section 4:** The Department Head shall determine the number of employees who can be excused from the department for vacation purposes at any one time.

**Section 5:** No vacation pay shall be paid in lieu of vacation.

**Section 6:** If two (2) or more employees request permission to take their vacations at the same time and both or all cannot be spared from work at the same time, as among those who made their requests for vacation time off prior to April 1 of the year, preference shall be given to the employees with the greatest amount of seniority. As among those who do not make their wishes known prior to April 1 of any year, preference shall be given in order of receipt by the Employer of the written requests for vacation time off. In the event an employee cancels his approved vacation time off, as among those who wish to reschedule their vacation time off, preference shall be given to the employee with the next greater amount of seniority.

**Section 7:** Regular part-time employees shall be credited with paid vacation time in the same ratio as their hours worked as to regular full-time employment. Part-time employees must actually work seventy-five (75%) percent of the hours available to them during the year in order to qualify for a paid vacation.

## **ARTICLE XVII - INSURANCE**

The Employer shall continue to provide insurance to the same extent and under the same conditions as it did immediately prior to the execution of this Agreement with the exception, each employee who is eligible for and takes the health insurance coverage shall be required to pay ten (10%) percent of the monthly premium cost for the employee, spouse and family coverage. Said payment shall be made by payroll deductions.



## ARTICLE XVIII - PENSION

The Employer shall continue its pension plan and contribute towards said plan in the same manner and under the same conditions as it did immediately prior to the execution of this Agreement.

## ARTICLE XIX - SEXUAL HARASSMENT

**Section 1:** It is County policy that all employees are responsible for assuring that the workplace is free from sexual harassment. Because of the County's strong disapproval of offensive or inappropriate sexual behavior at work, all employees must avoid any action or conduct which could be viewed as sexual harassment, including:

- a) sexual advances towards another;
- b) verbal or written communications to another of a sexual nature or comments of a nature which a reasonable person would interpret to be sexually suggestive or demeaning in nature;
- c) physical conduct or touching of another which a reasonable person would interpret to be sexual in nature or purpose or sexually suggestive or demeaning in nature;
- d) any other verbal or physical conduct of a sexually harassing nature;

**Section 2:** Any employee who has a complaint of sexual harassment at work by anyone including supervisors, co-workers, or visitors must bring the problem to the attention of responsible County officials. Employees may bring their complaint to their supervisor, or any County Commissioner. If the complaint involves someone in the employee's direct line of command, then the employee may go to another supervisor with the complaint or go directly to the next higher line of authority.

All complaints will be promptly handled and thoroughly investigated. Special privacy safeguards will be applied in handling sexual harassment complaints. All employees should be aware that the privacy of the charging party and the person accused of sexual harassment will be kept as confidential as circumstances allow during the investigation.

**Section 3:** Sexual harassment during County employment will not be tolerated and any employee engaging in sexual harassment shall be disciplined up to and including discharge.

## ARTICLE XX - PERSONAL APPEARANCE AND CONDUCT

**Section 1:** It is expected that each employee will be present a well groomed appearance at all times and that their dress will be appropriate for the position held and in conformance with their department dress code if any exist. Members of the public see employees as representing the County. Manners, attitude, personal grooming and appearance play an important role in formulating public opinion as to quality of service. To that extent employees are expected to maintain a business like appearance at all times and in all ways conduct themselves in a polite and professional manner. Employees who report for work dressed or groomed in a manner which the department head believes to be inappropriate shall be sent home without pay until they comply with the dress and grooming code required by the Department Head.

## ARTICLE XXI - RULES OF CONDUCT

**Section 1:** For violation of any of the following rules an employee shall be subject to disciplinary action up to and including discharge.

- (a) Gross neglect of duty or refusal to comply with a Supervisor's instructions.
- (b) Insubordination.
- (c) Immoral or indecent conduct.
- (d) Falsification of Employer's records including time keeping records.
- (e) Theft or intentional destruction of Employer's, a private party's, the public's or another employee's property or removal of Employer's property from Employer's premises, equipment or facilities without authorization of the Employer.
- (f) Sleeping on the job.
- (g) Drinking, use, control, or possession of any alcoholic beverage or controlled substance any time after reporting for work but before leaving at the end of the shift or work period, and/or on Employer's premises, facilities, or equipment, public or private property, and/or reporting to work while under any influence of alcoholic beverages or a controlled substance.
- (h) Conviction of a felony while an employee of the Employer.

- (i) Deliberate, negligent, or careless conduct endangering the safety of himself or others, including, but not limited to the provoking, instigating or participation in a fight from the start of work until leaving at the end of the shift or work period, or on/in the Employer's premises, facilities, or equipment; horseplay, etc.
- (j) Abusive, insolent, threatening or coercive treatment of members of the public or a supervisor or another employee.
- (k) Deliberate, negligent, or careless failure to properly report safety violations, defective materials or equipment to the department head.
- (l) Conviction of any moving traffic violation for which an employee receives six (6) or more points during a twelve (12) month period, while driving Employer's vehicles.
- (m) Absence from work for two (2) consecutive regularly scheduled working days without an excuse acceptable to the Employer.
- (n) Suspension or loss of driver's license and/or obtaining a driving record which is the basis for an insurance carrier's recommendation to remove the employee from driving the Employer's equipment if a driver's license is required by the job duties.
- (o) Deliberately concealing defective work.
- (p) Sabotage.
- (q) Permitting any person who is not an employee to enter the Employer's premises, facilities, equipment, or to enter or ride in Employer's or the employee's vehicle while it is being used for and on behalf of the Employer without the expressed authorization of Management.
- (r) Failure to be available for emergency calls to duty or failure to respond to said call and/or work necessary overtime, including failure to have current address and a telephone number on file with the Employer where the Employee may be reached in case of necessity.
- (s) Serious violation of a safety or environmental rule or safety practice.
- (t) Unauthorized used of Employer's equipment, premises, or facilities.
- (u) Possession and/or control of any device, object or substance which a reasonable prudent person would consider a weapon while in/on the Employer's premises, facilities, equipment or anytime after reporting for work but before leaving

at the end of the shift or work period.

(v) ANY OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.

**Section 2:** For the commission of any of the following offenses, an employee shall receive a written warning. If an employee receives two (2) written warning notices, discipline notices and/or disciplinary action (including those contained in Section 1) for the same or different offenses within a period of twelve (12) consecutive months, upon commission of the third offense, such employee shall thereupon be subject to discharge.

- (a) Late to work without an excuse acceptable to Management.
- (b) Inattentiveness to work, failing to start work at the designated time, quitting work before proper time, or leaving the job or job site any time after reporting for work but before leaving at the end of the shift or work period without permission of supervision.
- (c) Smoking in unauthorized areas.
- (d) Minor violation of a safety or environmental rule or safety practice.
- (e) Failure to report for work without giving the Employer advance notice unless it was impossible to give such advance notice.
- (f) Creating or contributing to poor housekeeping in the buildings, equipment, on the Employer's premises, facilities, or public or private property anytime after reporting for work but before leaving at the end of the shift or work period.
- (g) Vending, soliciting or collecting contributions on the Employer's time, equipment, facilities or premises without written authorization from the Employer.
- (h) Posting, removing or defacing any matter on the Employer's bulletin boards or property without authorization from the Employer.
- (i) Failure to attend meetings called during working hours by the Employer without an excuse acceptable to the Employer.
- (j) Carelessness which necessitates the scrapping or repairing of Employer's equipment or property and/or that of a private party or the public.
- (k) Failure to meet work assignment and/or quality standards or perform professional level work.

- (l) Parking in unauthorized or restricted areas.
- (m) Using a vehicle, piece of equipment or other property of the Employer for the benefit of one's self and/or any other person without the express consent of the Employer.
- (n) ANY OFFENSE OF EQUAL MAGNITUDE TO THE ABOVE.

The commission of any of the above infractions in either Section 1 or Section 2 or any offense not listed of equal magnitude to the above will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of Management.

### ARTICLE XXII - LONGEVITY

Employees who are actually employed on December 1 of a given year and who have actually worked 1400 hours during the year shall be entitled to a single longevity payment in accordance with the following schedule. The longevity payment shall be made in the pay period immediately following December 1 of each year.

1 but less than 5 years	=	\$ 50.00
5 but less than 10 years	=	100.00
10 but less than 15 years	=	200.00
15 but less than 20 years	=	300.00
20 or more years	=	400.00

### ARTICLE XXIII - GENERAL

**Section 1:** It is understood and agreed that each employee shall be required to abide by such rules of conduct as may be adopted by the Employer or the individual Department Heads. Employees and the Union shall be notified prior to the implementation of any new rule.

**Section 2:** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provisions herein contained are so rendered invalid upon written request by either party hereto, the

Employer and the Union shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement for such provision.

**Section 3:** The Employer shall reimburse employees who use their personal automobiles, at the instruction of the Employer, for business at the rate of twenty and one-half (20.5) cents per mile. Employees who are required to drive personal cars in performance of their duties shall purchase adequate car insurance from a reliable firm. Coverage shall include fire, theft, property damage of at least \$5,000.00, public liability of at least \$50,000.00 to \$100,000.00. Policies should indicate that cars are used for business.

**Section 4:** All employees must live within the boundary lines of the County of Luce, unless specifically excused from this requirement by the Board of Commissioners and department head. This residency requirement shall require that employees:

Establish and occupy a dwelling within the County. To maintain this dwelling as their primary residence at which they eat their meals, receive their mail, sleep, maintain their voter registration, driver's license address, tax address and in all manners maintain as a normal residence.

*Not in old Agreement*  
**Section 5:** Regular part-time employees working 21 or more hours per week shall accumulate pro rata vacation, sick leave and personal leave on the same basis as they did immediately prior to the execution of this agreement. Part-time employees working less than 21 hours per week shall not be entitled to fringe benefits.

**Section 6:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**Section 7:** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this Agreement constitutes the sole, only and entire agreement between the parties hereto and cancels and supersedes any other agreement, understanding, personnel policy, arrangement and past practice heretofore existing.

ARTICLE XXIV - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective January 1, 1996, and shall remain in full force and effect until the 31st day of December, 1998, and from year to year thereafter unless either party hereto serves a written notice upon the other at least sixty (60) calendar days prior to the expiration of any subsequent automatic renewal period of its intention to amend, modify or terminate this Agreement.

THIS AGREEMENT was executed by the parties this 15<sup>TH</sup> day of February, 1996.

MICHIGAN AFSCME  
COUNCIL #25, AFL-CIO

Kathleen Waugh

Deborah Johnson

Frankie

Don

Debbie

COUNTY OF LUCE

Rodney Richards

Luis J. Fighter  
Luce County Treasurer

Kathy S. Mahan  
Luce County Clerk-Register

Tim R. Erickson  
Luce County Sheriff

APPENDIX A

EFFECTIVE JANUARY 1, 1996					
CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Custodian Helper	\$6.20	\$6.37	\$6.55	\$6.71	\$6.89
Secretary	7.21	7.42	7.62	7.82	8.03
Extension Secretary	8.14	8.37	8.61	8.85	9.07
Equalization Secretary	8.14	8.37	8.61	8.85	9.07
Deputy Register of Deeds	8.76	9.03	9.28	9.54	9.77
Custodian	8.76	9.03	9.28	9.54	9.77
Deputy Treasurer	9.46	9.77	10.07	10.35	10.65
Deputy Clerk/Payroll	10.12	10.51	10.88	11.25	11.62
EFFECTIVE JANUARY 1, 1997					
CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Custodian Helper	\$6.45	\$6.62	\$6.80	\$6.96	\$7.14
Secretary	7.46	7.67	7.87	8.07	8.28
Extension Secretary	8.39	8.62	8.86	9.10	9.32
Equalization Secretary	8.39	8.62	8.86	9.10	9.32
Deputy Register of Deeds	9.01	9.28	9.53	9.79	10.02
Custodian	9.01	9.28	9.53	9.79	10.02
Deputy Treasurer	9.71	10.02	10.32	10.60	10.90
Deputy Clerk/Payroll	10.37	10.76	11.13	11.50	11.87
EFFECTIVE JANUARY 1, 1998					
CLASSIFICATION	START	6 MONTHS	1 YEAR	2 YEARS	3 YEARS
Custodian Helper	\$6.70	\$6.87	\$7.05	\$7.21	\$7.39
Secretary	7.71	7.92	8.12	8.32	8.53
Extension Secretary	8.64	8.87	9.11	9.35	9.57
Equalization Secretary	8.64	8.87	9.11	9.35	9.57
Deputy Register of Deeds	9.26	9.53	9.78	10.04	10.27
Custodian	9.26	9.53	9.78	10.04	10.27
Deputy Treasurer	9.96	10.27	10.57	10.85	11.15
Deputy Clerk/Payroll	10.62	11.01	11.38	11.75	12.12