

AGREEMENT

Between

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

And

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

Marquette County

Effective Date: March 9, 1996
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AGREEMENT

* ARTICLE 1. PREAMBLE.

This Agreement, entered into on this March 26, 1996, between the Marquette County Board of Commissioners, Probate Court, 96th District Court, 25th Circuit Court, the Marquette County Clerk, the Marquette County Prosecuting Attorney, Marquette County Register of Deeds, the Marquette County Sheriff, and the Marquette County Treasurer (hereinafter referred to as the "EMPLOYER"), and the Marquette County Courts and Courthouse Employees Chapter of Local #2914, affiliated with Michigan Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

ARTICLE 2. PURPOSE AND INTENT.

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

ARTICLE 3. LANGUAGE.

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

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

* ARTICLE 4. RECOGNITION.

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

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

- b. A regular part-time employee is defined as an employee who is regularly scheduled to work at least twenty (20) but less than forty (40) hours per week.
- c. A temporary employee is defined as an employee hired to augment the work force seasonally or during periods of peak workload or to replace regular full-time employees who are on leave of absence. Temporary employees replacing employees on leaves of absence shall not be eligible for Union membership. In the event that any temporary employee or irregular part-time employee works more than 1040 straight time hours in any continuous 12 month period, the position occupied by the employee shall be considered a regular part-time position and shall be subject to the job posting and bidding provisions of this Agreement. Should a regular full-time position filled by a temporary employee or an irregular part-time employee as a result of a leave of absence become vacant, through the resignation or failure of the employee on leave of absence to return, such position shall be subject to the job posting and bidding provisions of this Agreement. In the event the position is awarded to an incumbent temporary employee or irregular part-time employee, said employee shall be eligible to become a member of the Union and rank for seniority purposes based on the cumulative total of actual working days starting from the date of original hire. In this event, an amount equal to those current Union dues, dating back to the date of original hire, will be paid to the Union by the affected employee within thirty (30) days of such hire. Such retroactive seniority credit will be for the purposes of posting and bidding, layoff, and recall only. Wages and fringe benefit accruals will be based upon date of award of regular position.

ARTICLE 5. UNION SECURITY (Agency Shop).

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

ARTICLE 6. DUES CHECK OFF.

- a. The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues and initiation fees uniformly required, if any, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix E); provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.
- b. Dues and initiation fees will be authorized, levied and certified in accordance with the constitution and by laws of the local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the local Union regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.
- c. The Employer agrees to provide this service without charge to the Union.

ARTICLE 7. REPRESENTATION FEE CHECK OFF.

- a. The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see Appendix 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.
- b. The amount of such representation fee will be determined as set forth in Article 6 of this contract.
- c. The Employer agrees to provide this service without charge to the Union.

ARTICLE 8. REMITTANCE OF DUES AND FEES.

- a. When Deductions Begin:

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

- b. Remittance of Dues to Financial Officer:

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

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

ARTICLE 9. UNION REPRESENTATION.

- a. Officers and Stewards.

1. The Employer shall be notified of chapter officers and stewards (one Chapter Chairperson, one Chapter Vice-Chairperson, and all stewards as listed in paragraph (a) 2 below upon

the execution of this Agreement, and shall be promptly notified in writing of any changes as they occur during the term of this Agreement.

2. The employees covered by this Agreement will be represented by eight (8) stewards. The Union shall have the exclusive right to designate said stewards, and shall assign at least one (1) steward to each of the following locations or departments:

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

3. The Employer will be notified of the names of the alternate stewards who would serve only in the absence of a regular steward.
4. A steward, during his regular working hours, without loss of pay, may investigate and present grievances within his department(s), provided he has prior permission from his department head.
5. The Chapter Chairperson shall be allowed during working hours to present grievance to the Employer at Step 3, in accordance with the grievance procedure, provided he has prior permission from his department head.
6. In any event, the Employer shall allow a reasonable period of time for investigation and/or presentation of grievances by the steward or Chapter Chairperson within the time limits imposed by the grievance procedure.
7. The Chapter Chairperson, Secretary, and Treasurer may be allowed a reasonable period of time to prepare reports necessary to the operation of the Union.

b. Union Negotiating Committee.

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

3. Members of the negotiating committee shall be paid by the Employer for all hours spent in negotiations during regular working hours.

ARTICLE 10. MANAGEMENT RIGHTS.

The Employer retains on its own behalf and on behalf of the electors, solely and exclusively, all its inherent rights, functions, duties and responsibilities, with the unqualified and unrestricted right to determine and make decisions on all terms and conditions of employment and the manner in which the operations of the Employer will be conducted except where those rights may be clearly, expressly and specifically limited in this Agreement. It is expressly recognized, merely by the way of illustration and not by way of limitation, that such rights, functions, duties and responsibilities which are solely and exclusively the responsibility of the Employer include, but are not limited to: (1) full and exclusive control of the management of the Employer's operations; the supervision of all methods, processes, means and personnel by which any and all work will be performed; the control of property, and the composition, assignment, direction and determination of the size and type of its working forces; (2) the right to determine the work to be done and the standards to be met by employees covered by this Agreement; (3) the right to change or introduce new operations, methods, processes, means or facilities; and the right to determine whether and to what extent work shall be performed by employees; (4) the right to hire, establish and change work schedules, set hours of work; establish, eliminate or change classifications; assign, transfer, promote, demote, release and lay off employees; (5) the right to determine the qualifications of employees; and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE 11. RESPONSIBILITY.

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

advance by the appropriate department head.

ARTICLE 12. SPECIAL CONFERENCES.

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

ARTICLE 13. GRIEVANCE PROCEDURE.

- a. The term grievance shall mean an allegation that a breach, misinterpretation, or improper application of this Agreement has occurred.
- b. It is the intent of the parties to this Agreement that the grievance procedure set forth shall serve as the sole means for the peaceable settlement of all grievances that may arise between them as to the application and interpretation of this Agreement. Employees are required to follow and use this procedure for all grievances for which they seek redress. Any grievance should be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work except to present the grievance; but in any event the grievance in order to become the basis for a claim, must be presented within ten (10) working days after the employee knows or should have known if he exercised reasonable diligence and attention to the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.

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

aggrieved employee.

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

Step III.

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

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

(c) If the dispute remains unsettled and the Council Staff Representative wishes to carry the matter further, the Council Staff Representative shall file within thirty (30) calendar days a demand for arbitration with the Federal Mediation and Conciliation Service in accordance with the Federal Mediation and Conciliation Service Rules and Procedures.

(d) The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as it shall be necessary to the determination of the merits of such grievance, but he shall not have jurisdiction nor authority to add to or detract from or alter in any way the provisions of this Agreement. The arbitrator shall in no event award back pay prior to the date of the occurrence or the non-occurrence of the event upon which the grievance is based. The decision of the arbitrator shall be final and binding on both

parties, subject to the limitations herein specified.

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

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

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

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

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

ARTICLE 14. DISCIPLINE, SUSPENSION AND DISCHARGE.

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

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

ARTICLE 15. COMPUTATION OF BACK WAGES.

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

* ARTICLE 16. SENIORITY.

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

security number.

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

ARTICLE 17. SENIORITY LISTS.

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

ARTICLE 18. LOSS OF SENIORITY.

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

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

deemed fully discharged at such time as said notice is committed to the U.S. Postal Service.

- h. If he willfully makes a false statement which is material on his application for employment or leave of absence.
- i. If he retires or is retired pursuant to any retirement plan of the Employer when in effect. The Employer may require mandatory retirement of any employee at or after age seventy (70).
- J. If he fails to keep union dues current during a leave of absence.

ARTICLE 19. SENIORITY OF OFFICERS.

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

ARTICLE 20. LAYOFF.

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

perform the work satisfactorily. An employee so "bumped" may follow the same procedure. Intercourt bumping shall not be allowed.

- e. When an employee, except as defined in "d" above, is laid off or his position is eliminated within his department, such employee shall have five (5) working days following receipt of notification of elimination of his job within which he may bump from their job any employee with less seniority within the department, provided he meets the minimum qualifications of the job and can perform the work satisfactorily. In the event an employee is unable to bump within his department, he may bump the least senior employee in the bargaining unit holding a position for which he meets the minimum qualifications and can perform the work satisfactorily. An employee so "bumped" may follow the same procedure.
- f. There shall be no regularly scheduled overtime as a result of a layoff.

ARTICLE 21. RECALL PROCEDURE.

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

ARTICLE 22. TRANSFERS

If an employee is granted a transfer to a position with the Employer not included in the bargaining unit, he may, within ONE (1) YEAR, transfer back to a position within the bargaining unit by posting to an open position. Such posting shall occur only after the posting period for all current bargaining unit members has expired.

Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement.

ARTICLE 23. JOB POSTING AND BIDDING.

- a. All vacancies subject to this Agreement shall be filled within ninety (90) calendar days, except during a hiring freeze declared by the Employer. Employer will provide written notice of hiring freeze to Chapter Chairperson. All vacancies shall be posted for a period of ten (10) calendar days, setting forth the minimum requirements for the position in a conspicuous place on bulletin boards in each building. The term "vacancy" shall include both existing and new positions.
- b. When the vacancy is posted, the posting will note the classification, duties, pay grade, starting date/time, minimum qualifications, whether tests must be taken by the bidder, and the proposed schedule for such tests. If tests are required, the number and type of test shall appear on the job posting, and shall be the only tests an employee must take to satisfy the job posting. In the event the competitive selection process is not utilized, posted positions shall be awarded to the departmental employee ranking highest on the seniority list who bids and possesses the minimum qualifications. If in the event the competitive selection process is not utilized and no departmental employee bids and meets the minimum qualifications, the posted position shall be awarded to the most senior unit employee who bids and possesses the minimum qualifications.
- c. Where competitive selection is utilized, all vacancies within a department will be filled by awarding the posted position to the departmental employee who bids, meets the minimum qualifications, and ranks highest in the competitive selection process. In the event no qualified employee within the department bids for a vacant position, it shall be filled by awarding the position to the unit employee who bids, meets the minimum qualifications, and ranks highest in the competitive selection process.
- d. The Employer's objective in conducting its testing program is to assure an open competitive selection process free from discrimination in accordance with EEOC guidelines. The Employer assures the Union that continuing efforts will be made to acquire the best independently provided objective tests and/or examinations available so that tests/examinations directly relate to the skills, abilities, and qualifications required for the position. Weighing of the competitive selection factors shall be as follows:

Written Exam	550 points
Seniority	400 points
Oral Exam	50 points

For purposes of scoring the competitive selection factor of seniority, each employee shall be credited with 50 points for each year of seniority.

- e. During any posting period in which employees are being considered for a promotion, the Employer may fill a regular job opening on a temporary basis.
- f. At the time a bid is received by the Personnel Office, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the Personnel Office within the posting period will be considered by the Employer prior to making a promotion. Once a regular job opening is posted, other methods of filling a regular job opening shall not be used until all bidders are considered and a decision made and communicated to all bidders and the Chapter Chairperson.
- g. An employee who does not provide all requested information or deliberately falsifies information in his bid may be disqualified.
- h. Any bidder must be at work or otherwise available following the closing date of the bid and during the period when bidders are being considered. If a bidder is not at work or otherwise available to be considered, the bidder may be disqualified; in proper cases, exceptions will be made at the discretion of the Employer.
- i. An employee who is promoted to another classification or transferred will be given a reasonable trial period, but not to exceed ninety (90) days, to demonstrate in actual performance whether he has the ability to perform the work. If he does not have the ability to perform the work, he shall be returned to the position from which he was promoted and given a written notice of reason. A copy of this notice will be sent to the employee's chief steward.
- j. If the employee requests within a one (1) month period following a promotion from another classification, he shall be returned to his original position from which he was promoted or transferred; but, in any event, he shall be returned within the one (1) month period following his request.
- k. In the event that an employee is returned to the classification from which he was promoted, the Employer shall consider the other bidders prior to posting.
- l. An employee shall not be eligible to successfully bid for transfer or promotion more than twice in one year.
- m. An employee who has bid for a promotion in accordance with the provisions of this article and who has more seniority than the

employee selected for promotion will be notified in writing of the reason(s) for the selection decision, and will be provided the name and seniority date of the employee promoted. A copy of this notification will be sent to the Chapter Chairperson.

- n. Should a regular job opening within a department fail to receive any bids for a minimum of three (3) different but consecutive posting periods, the Employer may discontinue posting for one (1) year such regular job openings which subsequently occur in that classification within that department. Thereafter the Employer will again post any such regular job openings, and the provisions of this paragraph shall be repeated.

ARTICLE 24. MILITARY SERVICE.

- a. The re-employment rights of employees and probationary employees will be in accordance with all applicable laws and regulations.
- b. Employees who are members of any branch of the Armed Force Reserve or the National Guard will be compensated for the difference between their Reserve pay and their regular pay when they are on fulltime active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. In the case of any properly declared national or state emergency, said compensations may be extended for a period of up to six (6) continuous months.

* ARTICLE 25. LEAVES OF ABSENCE.

- a. Leaves of absence requested in writing for periods not to exceed one (1) year shall be granted for:
 - 1. Medical leave (physical, mental), as certified by a duly licensed physician. Maternity will be treated the same as any other medical condition.
 - 2. Prolonged illness in immediate family (spouse/minor child).
- b. Leaves of absence requested in writing for periods not to exceed one (1) year may be granted for:
 - 1. Serving in any elected or appointed position, public or union.
 - 2. Educational leave related to employment for one (1) time during the course of employment.
- c. Such leave may be extended for like cause at the sole discretion of the Employer for a maximum of one (1) additional year.
- d. Available personal leave and vacation balances will be depleted prior to commencement of any leave of absence listed in Section

B above. Medical leave balances will be depleted prior to commencement of any leave of absence listed in Section A above. An employee shall accrue seniority while on any leave of absence granted by the provisions of this Agreement. Personal leave, vacation and medical leave will not accrue during a leave of absence. Should an employee granted a leave of absence under the provisions of this Agreement return from said leave of absence within one (1) year or less, he shall be returned to his original position. Should an employee granted a leave of absence under the provisions of this Agreement remain on leave of absence in excess of one (1) year, he shall be returned to a regular job opening to which his seniority entitles him upon termination of his leave.

- e. Members of the Union selected to attend a function of the Union may, upon approval by the Employer, be allowed up to five (5) days off per contract year, with loss of time and pay to attend. Such approval shall not be unreasonably withheld.

ARTICLE 26. JOB RATES.

- a. The Employer shall have the right to establish the job content and job descriptions for all jobs and to evaluate all jobs for the purpose of classifying them into occupational groups and pay grades; and when changes in actual job duties warrant to change the job description any pay grade of an existing job based on the revised job content and job evaluation, provided that the wages for each pay grade in the structure shall be set forth in Appendix A of this Agreement.
- b. If, during the term of this Agreement, a new job is created or alteration is made in the duties of an existing job, the Employer shall establish the job description for the new or changed job and the rate range applicable thereto, if any, and shall promptly furnish the incumbent employee and the Chapter Chairperson with a copy of the job description and the pay grade assigned thereto. If the Union disagrees with the classification/pay grade during the first ten (10) calendar days after it has been so notified, it shall have the right to initiate a grievance with respect to the classification/pay grade. If a grievance has not been initiated during said ten (10) calendar days' period, the classification/pay grade shall be deemed acceptable by the unit.
- c. If during the term of this Agreement the Employer deems it necessary to create a new classification, the rate of pay for said classification shall, prior to implementation, be presented to Union representatives at a special conference. In the event the Union does not concur, the proposed rate of pay shall be subject to Step 2 of the grievance procedure.
- d. If, during the term of this Agreement, an employee requests a reclassification analysis of their position, a response shall be

given to the employee within 180 days. If the employee disagrees with the result of the reclassification analysis, the employee may initiate a grievance at Step 2 of the grievance procedure defined in this Agreement.

- e. An arbitrator, when hearing a classification/pay grade grievance, will have no power to overrule the Employer unless he finds the Employer was arbitrary or unreasonable in arriving at such classification.

ARTICLE 27. TEMPORARY ASSIGNMENTS.

Assignments within a department for the purpose of filling temporary vacancies may be made by the department head. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

ARTICLE 28. UNION BULLETIN BOARDS.

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

ARTICLE 29. JURY DUTY.

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

ARTICLE 30. SAFETY AND HEALTH.

- a. The Employer and the Union recognize the importance of maintaining working conditions which promote the safety and health of the employee.
- b. The union may designate one (1) representative to the county safety committee for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions.
- c. The Union will cooperate with the Employer in encouraging the employees to observe the health, safety and welfare rules and

regulations which shall be prescribed by the Employer, and to work in a safe manner.

ARTICLE 31. EQUALIZATION OF OVERTIME HOURS.

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

* ARTICLE 32. WORKER'S COMPENSATION.

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

* ARTICLE 33. HOURS, OVERTIME AND PREMIUM RATE.

a. Work Day - Work Week

- 1. A normal work day shall consist of eight (8) consecutive hours of work, exclusive of any lunch break, performed within a period of twenty-four (24) consecutive hours commencing at an employee's scheduled starting time. A regular work week shall consist of forty (40) hours of work performed in a period of seven (7) consecutive calendar days.

b. Schedules

- 1. Employees' work week shall be as set forth on the department work schedule. Each employee shall be furnished a copy of said schedule. Employees shall be notified in writing at least fourteen (14) days in advance of any change in the work schedule.

c. Overtime

1. Overtime shall be paid for all hours worked over eight (8) in one day and for all hours worked over forty (40) in a regular work week. Hours paid as approved vacation or personal leave will be considered as hours worked.
2. Overtime will be paid for all hours worked on holidays as defined in this Agreement.
3. The rate for overtime shall be one and one-half times the employee's regular hourly rate including all forms of premium pay.

d. Premium Rate

1. Employees regularly scheduled to work in excess of four (4) hours between the hours of 5:00 p.m. and 12:00 midnight shall be paid a premium of 25 cents per hour for all hours worked.
2. Employees regularly scheduled to work in excess of four (4) hours between the hours of 12:00 midnight and 8:00 a.m. shall be paid a premium rate of 30 cents per hour for all hours worked.
3. Employees receiving premium pay and required to work beyond the regularly scheduled hours shall continue to receive their respective premiums.

e. Call-Out

1. An employee called out and physically reporting for overtime shall be guaranteed at least two (2) hours of pay at the rate of time and one-half.

f. Paid Breaks

1. Employees may take one ten (10) minute break during the first four (4) hours of work and one ten (10) minute break during the second four (4) hours of work at a time determined by their department head.

* ARTICLE 34. MEDICAL LEAVE.

- a. All employees covered by this Agreement shall accumulate one-half (1/2) medical leave day per pay period, not to exceed one hundred four (104) hours or thirteen (13) days per year, with unlimited accumulation. Employees will be paid one-half (1/2) of accumulated medical leave, with seventy-five (75) days the maximum amount to be paid if they quit or retire. Upon the death of an employee, one-half (1/2) of accumulated medical leave, with

seventy-five (75) days the maximum amount to be paid, will be paid at the prevailing rate to the employee's beneficiary. An employee while on paid medical leave will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, except paid medical leave will not be counted toward overtime.

- b. An employee desiring to be absent from work for his illness, or that of a dependent child, shall notify his department head or designee of such desire and the reason therefore before the end of the previous day, if possible; and, in any event, not more than one (1) hour after the beginning of his next work day, except in cases of an emergency beyond his control and, in such cases, as soon as possible. Absence may be excused by the department head, but the department head may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in cases of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown. Not more than five (5) medical leave days may be utilized per calendar year for dependent child illness.
- c. Regular part-time employees shall accumulate medical leave on a pro-rated basis, such proration shall be based on the total of straight time hours worked.
- d. Medical leave shall not be taken before being accumulated.

* ARTICLE 35. FUNERAL LEAVE.

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

* ARTICLE 36. PERSONAL LEAVE DAYS.

- a. Full-time employees will be granted five (5) days of personal

leave during each calendar year, not to accumulate year to year. Part-time employees will be granted five (5) days of personal leave on a pro-rated basis during each calendar year, not to accumulate year to year.

- b. Personal leave shall be defined as leave which may be used at an employee's discretion subject to prior written approval by the employee's department head.
- c. Except during severe weather conditions as declared in accordance with Board policy, a request for personal leave must be submitted to the Department head twenty-four (24) hours in advance of intended use. Such approval shall not be unreasonably withheld.
- d. Available personal leave will be depleted prior to commencing a leave of absence.

* ARTICLE 37. HOLIDAYS.

- a. Paid holidays are designated:

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

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

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

shift prior to the holiday for good cause, including sickness.

- Where the employee is granted paid leave for the shift after the holiday for good cause, including sickness.

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

* ARTICLE 38. VACATION.

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

ARTICLE 39. VACATION PERIOD.

- a. Vacations shall be granted during each year in accordance with Article 38. An employee wishing to schedule a vacation shall

request same in writing at least thirty (30) days in advance; the Employer shall respond within five (5) working days. Conflicting requests are to be resolved on the basis of seniority. In approving vacations, the department heads shall consider the employee's request and the operational needs of the department.

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

ARTICLE 40. PAY ADVANCE.

- a. If a regular pay day falls during an employee's scheduled vacation or in an instance of an approved extended medical leave, he may receive that check on request before going on vacation or taking the extended medical leave, provided the Employer is notified seven (7) calendar days in advance. All employees requesting an early check shall furnish the Accounting Department with a vacation verification slip signed by the department head. Exceptions may be made in emergency situations at the discretion of the Employer.
- b. If an employee is laid off, retired or severs his employment, he will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his vacation the following year.

ARTICLE 41. CAREER DEVELOPMENT PROGRAM.

- a. Following completion of their ninety (90) calendar day probationary period, all full-time employees shall be eligible to participate in the Career Development Program. The purpose of the Career Development Program is to aid and encourage employees to complete approved educational courses which will improve their skills in their present job or to help prepare them to advance to

targeted positions of greater responsibility within the structure of the Employer.

- b. To participate in the Career Development Program, the full-time employee must complete a proposed Career Development Plan, on the form provided by the Personnel Office, detailing all proposed educational courses and their relationship to the employee's career goals with the employer, identifying the targeted position, documenting consultation with the Placement & Career Planning Department of Northern Michigan University. The employee submits the completed Career Development Plan to his/her Budgetary Unit Administrator/Supervisor for departmental authorization; and the Budgetary Unit Administrator/ Supervisor forwards the Career Development Plan, with recommendation, to the Director of Human Resources for final disposition. To be considered valid, the Career Development Plan must be approved by both the Budgetary Unit Administrator/Supervisor and the Director of Human Resources. The Career Development Plan must be completed and fully processed at least six (6) weeks prior to employee request for career development assistance.
- c. To be approved for inclusion in a Career Development Plan, educational courses shall be taken through an accredited educational institution. In situations where needed education or training is unavailable from an accredited source, exceptions may be made at the discretion of the Director of Human Resources.
- d. To request career development assistance, employees make application, on a form provided by the Personnel Office, identifying the specific educational course(s) from their Career Development Plan being requested to a maximum of eight (8) credit hours per semester. The employee submits the completed career development assistance application form to his/her Budgetary Unit Administrator/Supervisor for departmental authorization; and the Budgetary Unit Administrator/ Supervisor forwards the application, with recommendation, to the Director of Human Resources for final disposition. Determination of approval or rejection of career development assistance applications will be made by the Director of Human Resources periodically - on the first Wednesday of the months of April, July and December. Notice of approval or rejection of application will be in writing to the employee.
- e. Upon successful completion of an approved educational course, the employee requests the institution at which he is enrolled to submit a transcript of grades and a statement of tuition costs to the Director of Human Resources. Tuition costs will be reimbursed according to the final grade earned: A-75%; B-50%; C-25%. No reimbursement will be made for any grade lower than C. No reimbursement in excess of \$500.00 will be paid during any one fiscal year. Reimbursement shall be for tuition specifically, and no other costs are reimbursable under the Career Development Program.

f. Should an employee's employment with the County be terminated for any reason within one (1) year of reimbursement of tuition expenses, such employee will be liable for repayment of tuition reimbursement, and such amount will be deducted from the final payroll check.

* ARTICLE 42. HOSPITALIZATION MEDICAL COVERAGE.

- a. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family, the plan to be Blue Cross/Blue Shield Plan MVF-1 Master Medical Option I, \$100/\$200 deductible, 80%/20% reimbursement with FAE-RC, MMC-POV, ML, OB, APDBP Prescription Drug Rider (\$10.00 co-pay), optometric rider coverage, and dental coverage on a 50/50 co-pay basis on Class I and II benefits, 50/50 co-pay basis on Class III benefits with a maximum benefit of \$1,000 for each member each contract year, 50/50 co-pay basis on Class IV benefits (restricted to nineteen (19) years of age or younger) with a lifetime maximum for each member of \$1,000; or equivalent coverage from another carrier. This coverage shall be applied to all employees covered by the terms of this agreement.
- b. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family during an employee's leave of absence as a result of any injury, illness up to one (1) year.
- c. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family for all employees who retire directly from County employment without deferred status. Members with fifteen (15) or more years of service who are involuntarily laid off will be provided hospitalization medical coverage at time of drawing retirement from the County.
- d. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family while the employee is laid off, up to six (6) months.

ARTICLE 43. LIFE INSURANCE COVERAGE.

- a. The Employer agrees to pay the full premium of term life insurance for each employee, face value equal to 1.5 times annual salary while employed.
- b. Upon retirement or severance, the employee will be informed of his options and allowed to exercise his choice of options.

ARTICLE 44. COMPUTATION OF BENEFITS.

All straight-time hours paid to an employee shall be considered as hours worked for the purpose of computing any of the benefits under

this Agreement, unless otherwise specifically provided.

* ARTICLE 45. RETIREMENT.

Employees covered under this Agreement will be enrolled into the Michigan Municipal Employee's Retirement System Plan B-3 with V 10, FAC 5, and F55/15 years. The cost of said plan to be fully paid by the Employer. Effective January 1, 1998 the plan will improve to Plan B-4 with existing options, with a 2.0% of payroll employee contribution.

ARTICLE 46. UNEMPLOYMENT COMPENSATION.

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

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

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

ARTICLE 48. HOLD HARMLESS.

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

ARTICLE 49. DISTRIBUTION OF AGREEMENT.

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

ARTICLE 50. REOPENER.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement each voluntarily and unqualifiedly waives the right and agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically

referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Employer's discretion and control.

* ARTICLE 51. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect through December 31, 1998.

- a. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same.
- b. If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination date.
- c. If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination.
- d. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.
- e. Notice of termination or modification: Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to 710 Chippewa Square, Marquette, MI 49855; and if to the Employer, to the Marquette County Board of Commissioners, c/o Director of Human Resources, Marquette County Courthouse Annex, Marquette, MI 49855; or to any such address as the Union or the Employer may make available.

ARTICLE 52. SUCCESSOR CLAUSE.

This Agreement shall be binding upon the Employer's successors, assignees, purchasers, lessees or transferees, whether each succession, assignment or transfer be effected voluntarily or by the operation of law; and, in the event of the Employer's merger or consolidation with another employer, this Agreement shall be binding upon the merged or consolidated employer.

APPENDIX A. CLASSIFICATION AND RATES

LOCAL 2914 COURTS/COURTHOUSE
 1996-1998 IN-RANGE WAGE PROGRESSION
 T.O.P.S. Classifications
 1996 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	6.776	7.066	7.352	7.640	7.926
02	6.981	7.282	7.580	7.880	8.181
03	7.941	8.369	8.797	9.226	9.655
04	8.419	8.893	9.366	9.839	10.312
05	8.852	9.372	9.892	10.412	10.932
06	9.119	9.650	10.182	10.713	11.246
07	9.519	10.097	10.675	11.252	11.830
08	9.647	10.224	10.803	11.384	11.960
09	9.985	10.582	11.181	11.781	12.379
10	10.322	10.940	11.560	12.180	12.798
11	10.632	11.276	11.921	12.569	13.214
12	10.951	11.666	12.381	13.099	13.813
13	11.269	12.056	12.841	13.629	14.413

1997 Reflects 3.5% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	7.014	7.313	7.609	7.907	8.203
02	7.226	7.537	7.845	8.155	8.468
03	8.219	8.662	9.105	9.549	9.993
04	8.714	9.204	9.694	10.183	10.673
05	9.162	9.670	10.238	10.777	11.315
06	9.438	9.998	10.538	11.088	11.639
07	9.852	10.450	11.049	11.646	12.224
08	9.985	10.582	11.181	11.782	12.379
09	10.334	10.953	11.572	12.193	12.812
10	10.683	11.323	11.964	12.606	13.246
11	11.004	11.671	12.388	13.009	13.676
12	11.334	12.074	12.814	13.557	14.297
13	11.664	12.478	13.290	14.106	14.917

1998 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	7.224	7.532	7.838	8.144	8.449
02	7.442	7.763	8.080	8.400	8.722
03	8.466	8.922	9.378	9.835	10.293
04	8.975	9.480	9.984	10.488	10.993
05	9.436	9.991	10.545	11.100	11.655
06	9.721	10.287	10.854	11.421	11.988
07	10.148	10.764	11.380	11.995	12.611

T.O.P.S. Classifications
1998 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
08	10.284	10.899	11.516	12.135	12.750
09	10.644	11.281	11.919	12.559	13.196
10	11.003	11.662	12.323	12.984	13.643
11	11.334	12.021	12.709	13.399	14.087
12	11.674	12.436	13.198	13.964	14.726
13	12.014	12.852	13.689	14.529	15.365

1996-1998 IN-RANGE WAGE PROGRESSION
PROFESSIONAL CLASSIFICATIONS
1996 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	8.076	8.459	8.843	9.228	9.612
02	8.803	9.244	9.684	10.123	10.564
03	9.418	9.889	10.361	10.833	11.304
04	10.265	10.870	11.472	12.076	12.678
05	11.191	11.850	12.509	13.171	13.829
06	11.863	12.575	13.289	14.004	14.717
07	12.534	13.301	14.069	14.836	15.605
08	12.786	13.585	14.382	15.183	15.983

1997 Reflects 3.5% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	8.359	8.755	9.152	9.551	9.948
02	9.112	9.568	10.023	10.477	10.933
03	9.748	10.235	10.723	11.212	11.700
04	10.624	11.250	11.874	12.498	13.122
05	11.583	12.265	12.947	13.632	14.313
06	12.278	13.015	13.754	14.494	15.232
07	12.973	13.767	14.561	15.355	16.151
08	13.234	14.060	14.885	15.715	16.542

1998 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>
01	8.610	9.018	9.427	9.837	10.247
02	9.385	9.855	10.324	10.791	11.261
03	10.040	10.542	11.045	11.548	12.051
04	10.943	11.588	12.230	12.873	13.516
05	11.930	12.633	13.336	14.041	14.742
06	12.646	13.406	14.167	14.929	15.689
07	13.362	14.180	14.998	15.816	16.635
08	13.631	14.482	15.332	16.186	17.038

1996-1998 IN-RANGE WAGE PROGRESSION
 MANAGERIAL CLASSIFICATIONS
 1996 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>	<u>F(4yrs)</u>
01	11.413		11.842	12.269	12.698	13.125
02	11.820		12.321	12.824	13.326	13.828
03	12.451		13.072	13.694	14.318	14.941
04	13.446		14.251	15.060	15.865	16.673
05	14.118		15.213	16.073	16.935	17.797
06	14.400		15.315	16.239	17.159	18.077

1997 Reflects 3.5% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>	<u>F(4yrs)</u>
01	11.813		12.256	12.699	13.142	13.585
02	12.234		12.752	13.272	13.793	14.312
03	12.886		13.529	14.173	14.819	15.464
04	13.916		14.750	15.587	16.420	17.256
05	14.612		15.746	16.636	17.528	18.420
06	14.904		15.851	16.807	17.759	18.709

1998 Reflects 3% Increase

<u>Grade</u>	<u>A(Hire)</u>	<u>B(6mos)</u>	<u>C(1yr)</u>	<u>D(2yrs)</u>	<u>E(3yrs)</u>	<u>F(4yrs)</u>
01	12.167		12.624	13.080	13.537	13.992
02	12.601		13.135	13.670	14.206	14.741
03	13.273		13.935	14.598	15.264	15.928
04	14.334		15.192	16.054	16.913	17.774
05	15.051		16.218	17.135	18.054	18.973
06	15.352		16.327	17.312	18.292	19.270

APPENDIX B. MILEAGE

Employees who during the course of their employment are required to use their personal vehicle for County business will be reimbursed at the rate in effect for reimbursement of Federal employees for approved private vehicle use.

APPENDIX C - GRIEVANCE FORM
MARQUETTE COUNTY
STATEMENT OF GRIEVANCE

NAME _____ DATE _____

DEPARTMENT _____ FILE NUMBER _____

CLASSIFICATION TITLE _____ SENIORITY DATE _____

BARGAINING UNIT _____ ARTICLE INVOLVED _____

Specific provision of Agreement article allegedly violated _____

Statement of facts pertaining to alleged violation _____

Formal statement of grievance _____

Relief sought _____

Grievant Signature _____

Steward Signature (if desired) _____

RECORD OF PROCEDURE

Step 1 Date of Verbal Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted ___ Denied ___ Date _____

Comments _____

Employer Signature _____

Date Appealed to Next Step _____ Grievant Signature _____

Step 2 Date of Written Presentation _____

Received by _____ Position _____

Presented by _____ Position _____

Employer's Disposition: Granted ___ Denied ___ Date _____

Comments _____

Employer Signature _____

Date Appealed to Next Step _____ Steward Signature _____

Step 3 Date of Request for Step 3 Meeting _____

Requested by (Council #25 Representative) _____

Received by _____ Date _____

Date of Meeting _____ Disposition: Resolved ___ Unresolved ___

Comments _____

Employer's Signature _____

Date Appealed to Next Step by Council #25 _____

APPENDIX D. DUES CHECK OFF FORM.

*

APPENDIX E. LONGEVITY

Employees shall be entitled to longevity payments for the following amounts as determined by their seniority dates as of December 1 of such year. Such payments shall be made on the first pay period in December of each year. Members entering or re-entering the unit after December 31, 1988 shall not be eligible for longevity payments.

5 years - 9 years of seniority	=	\$ 75.00
10 years - 14 years of seniority	=	250.00
15 years - 19 years of seniority	=	400.00
20 or more years of seniority	=	500.00

*
APPENDIX F. COST OF LIVING.

AGREEMENT

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

FOR THE UNION:

FOR THE EMPLOYER:

Name	Date	Name	Date
_____	_____	Gerald O. Corkin, Chairperson	_____
_____	_____	Marquette County Board Of	
_____	_____	Commissioners	
_____	_____	_____	_____
_____	_____	Edward A. Quinnell, Chief Judge	_____
_____	_____	25th. Circuit Court	
		_____	_____
		James M. Collins, Chief Judge	_____
		96th. District Court	
		_____	_____
		Michael J. Anderegg	_____
		Probate Court Judge	
		_____	_____
		David J. Roberts	_____
		County Clerk	
		_____	_____
		Gary L. Walker	_____
		Prosecuting Attorney	
		_____	_____
		Patricia A. Manley	_____
		Register of Deeds	
		_____	_____
		Joseph I. Maino	_____
		Sheriff	
		_____	_____
		James F. Sodergren	_____
		Treasurer	

