

AGREEMENT

Between

MARQUETTE COUNTY HEALTH DEPARTMENT

And

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES
COUNCIL 25, AFL-CIO and its affiliate
MARQUETTE COUNTY HEALTH DEPARTMENT
EMPLOYEES CHAPTER OF LOCAL 2914

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Marquette County (Health Department)

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ARTICLE 1. PREAMBLE.

This Agreement, entered into on this 3rd day of June 1996, between the Marquette County Board of Health and the Marquette County Health Department (hereinafter referred to as "EMPLOYER") and the American Federation of State, County and Municipal Employees, Council 25, AFL-CIO, and its affiliate, the Marquette County Health Department Employees Chapter of Local 2914 (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 Administrator of Finance and Administrative Services or designee. Similarly, wherever the term Union is used, such communication shall be directed to the Chapter Chairperson unless otherwise provided.

e. Whenever in this agreement the term department may appear, it refers to the Marquette County Health Department as a whole. Whenever in this agreement the term division may appear, it relates to a specific division within the department.

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 Employer, BUT EXCLUDING the Health Department Director, Administrator, Confidential employees, Supervisors, Assistant Supervisors, all other employees.

b. A full-time employee is defined as an employee who is scheduled to work 40 hours per week on a regular basis.

c. 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.

d. 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 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 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, 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 purpose of posting and bidding, layoff and recall, and for meeting the work hour requirements toward movement on the wage schedule and longevity. Other fringe benefits accruals will be based upon the date of hire into a 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 D); provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract and may be revoked only by written notice given during the period of thirty (30) days prior to expiration of this contract. The termination must be given both to the Employer and the Union.

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

c. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time of giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

d. 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 D), provided that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract, and may be revoked only by written notice given during the period of thirty (30) days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and to the Union.

b. The amount of such representation fee will be determined as set forth in Dues Check-off of this contract.

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

ARTICLE 8. REMITTANCE OF DUES AND FEES.

a. When Deductions Begin:

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

b. Remittance of Dues to Financial Officer:

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

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

ARTICLE 9. UNION REPRESENTATION.

a. Officers and Stewards.

1. The Employer shall be notified of the chapter officers and 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 three (3) stewards and an alternate for each such steward. The Union shall have the exclusive right to designate said stewards, and to designate their representative areas.

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 Division Supervisor or designee.

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 Division Supervisor or designee.

6. In any event, the Employer shall allow a reasonable period of time for investigation of grievances by stewards and presentation of grievances by the steward or Chapter Chairperson within the time limits imposed by the grievance procedure.

b. Union Negotiating Committee.

1. Employees covered by this Agreement will be represented in negotiations by three (3) 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, provided the employee has approval in advance by the appropriate Division Supervisor or designee.

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 Division Supervisor or 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 Division Supervisor and the Administrator of Finance and Administrative Services or designee shall jointly investigate the grievance, and 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 Administrator of Finance and Administrative Services or designee within ten (10) working days after the Employer's response to Step II to arrange a meeting between the Division Supervisor or designee, Administrator of Finance and Administrative Services or designee, 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 Administrator of Finance and Administrative Services or designee receipt of the written request to arrange a

meeting. The Administrator of Finance and Administrative Services or designee 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 will automatically advance to the next step. 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 Administrator of Finance and Administrative Services or designee 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 full-time employees shall be considered as probationary employees for the first one hundred twenty (120) calendar days of their employment. Newly hired regular part-time employees shall be considered as probationary employees until such time as they have actually worked 680 hours. After successful completion of the probationary period, seniority shall relate back to the original date of full or part-time hire. Seniority of employees commencing employment on the same day shall be determined by the higher of the last four digits of the social security number.

b. The Union shall represent probationary employees for purposes of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment as set forth by 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. Absences from work, of ten (10) consecutive work days or more, shall not be counted towards completion of the probationary period and an absent employee's probationary period shall automatically be extended accordingly.

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 Division.

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 Finance and Administrative Services. 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 then in effect. The Employer may require mandatory retirement of any employee at or after age seventy (70).

ARTICLE 19. WITNESS APPEARANCE

Any employee covered by this Agreement who is required to appear and testify on the employer's behalf before a court of record and an administrative agency having the power to subpoena or in a similar proceeding not involving the employer in the need for the employee's testimony is the direct result of the performance of his duties for the employer, will be excused for the required time. Employees called as a witness in such proceedings shall be paid the difference, if any, between any witness fee compensation, excluding mileage, and their straight time regular rate of pay, exclusive of all premiums, for time lost from work. This payment will be made on the next regularly scheduled payday for each full or half day of witness service, whichever is applicable, after endorsing the witness fee check for each day to the employer.

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 Divisional 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. A reasonable attempt will be made by the department to adhere to the notification provisions for specially funded positions if their funding should be terminated.

c. When there is a reduction in the work force, employees within a Division 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. When an employee is laid off or his position is eliminated within his Division, 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 Division, providing he meets the minimum qualifications of the job and can perform the work satisfactorily. An employee so "bumped" may follow the same procedure. Following divisional bumping, a more senior employee may bump a probationary employee in a bargaining unit position anywhere within the Department provided they are qualified and available to perform the duties of the position of the probationary employee. A senior employee will be compensated at the rate established for the position they have bumped into. Should no such probationary position exist, the more senior employee may bump into the position of the least senior bargaining unit member within the Department provided they are qualified and available to perform the duties of the position. The more senior employee will be compensated at the rate for the position they have bumped into. In the event it becomes necessary for multiple layoffs, the Department will meet with the union in a special conference prior to said layoff to review the list of employees scheduled for layoff, seniority, job qualifications, division, etc.

e. In the event a full-time employee has their bi-weekly working hours reduced by 50% or more, the employee may bump the least senior employee within their division provided they meet the minimum qualifications of the job and can perform the work.

ARTICLE 21. RECALL PROCEDURE.

a. When a position is reinstated after a layoff, employees from within the Department will be recalled according to unit-wide seniority and minimum qualifications, with the most senior employee on layoff being recalled first, provided the senior employee meets the minimum qualifications for the reinstated position. 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 meets the minimum qualifications and is available for recall to the reinstated position, 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 six (6) months, 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 Division 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 Division 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 Division will be filled by awarding the posted position to the Division employee who bids, meets the minimum qualifications, and ranks highest in the competitive selection process. In the event no qualified employee within the Division 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. Weighting 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 Finance and Administrative Services, it will be dated and a copy returned to the employee. Only bids providing all requested information and received by the Finance and Administrative Services 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 steward or Chapter Chairperson.

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 Division 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 Division. 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 full-time active duty in the Reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit. 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 absences 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 unreasonably be 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 and 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. 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 Division for the purpose of filling temporary vacancies may be made by the Division Supervisor. 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. One (1) bulletin board will be installed by the Employer for the exclusive use of the Union at a location mutually agreeable to the parties.

b. Notices of Union meetings, Union recreation and social affairs, Union elections and appointments, or other Union business, may be posted on this board without prior approval by the Employer. No other notices shall be posted thereon without the prior approval of the Employer.

ARTICLE 29. JURY DUTY.

Any employee included within the bargaining unit shall be granted time off with pay when he is required to report for jury duty. The employee shall give the employer prior notification of his jury duty. Employee shall be paid the difference between any jury compensation they receive and their regular wages for time necessarily spent in jury service. Employee shall be paid on the next regularly scheduled pay day for each full day or half day of jury service, whichever is applicable, after endorsing the jury duty check for each day to the employer, with the exception of those funds allocated for mileage. An employee who reports for jury duty and is dismissed prior to 4:00 p.m. shall report to work for the remainder of the working day.

ARTICLE 30. OUTSIDE EMPLOYMENT.

No employee shall work at any outside employment which will create a conflict of interest, or interfere with his/her work performance for the employer.

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 Division.

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 illness which the carrier does not deem eligible for wage-loss replacement in accordance with the Act may be paid by from the involved employee's accumulated medical leave if requested by the employee. If the employee has depleted his/her 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 duplicated payment from any source or combination of sources.

c. Employees will immediately report any job related injury or illness to the immediate Supervisor. Employee will promptly obtain and complete necessary paperwork to supply the employer with necessary information to meet Carrier and Department of Labor requirements. Questions can be directed toward the Supervisor.

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. The work week and work day for Home Health aides and Licensed Practical Nurses serving as Home Health aides is covered in Appendix F letter of agreement.

C. OVERTIME

1. Overtime shall be paid for all hours worked over eight (8) in one day or for all hours worked over forty (40) in a regular work week, for employees categorized as non-exempt by the provisions of the Fair Labor Standards Act.

2. Overtime will be paid for all hours worked on holidays as defined in this Agreement.

3. The rate for overtime pay shall be one and one-half (1-1/2) times the employees regular hourly rate including all forms of premium pay.

4. Employees exempted from the overtime requirements of the Fair Labor Standards Act shall not be entitled to premium pay. Such employees shall, however, earn compensatory time off at their straight time regular rate of pay for each hour actually worked in excess of eight (8) consecutive hours in any one (1) work day and at one and one-half (1-1/2) hours compensatory time off for all required hours actually worked on recognized holidays, and unscheduled required hours on Saturdays and Sundays. For those employees scheduled to work on Saturdays and Sundays, compensatory time off at time and one-half (1-1/2) shall only be earned for each hour actually worked in excess of eight consecutive hours. Compensatory time will accumulate to a maximum of eighty (80) hours. Hours accumulated in excess of eighty (80) hours will be forfeited.

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 15 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 20 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 if FLSA non-exempt. The Employer may require the employee to actually perform work to receive call out compensation. Payment for FLSA exempt employees may be compensatory time at Employer discretion.

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 Supervisor or designee.

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 maximum accumulation seven hundred twenty (720) hours. Employees will be paid one-half (1/2) of accumulated medical leave, with forty-five (45) 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 forty-five (45) 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. At the time of ratification those employees who have exceeded the maximum accumulation of seven hundred twenty (720) hours will have their leave time frozen and will not accumulate additional medical leave time. If the accumulated medical leave time drops below seven hundred twenty (720) hours, the maximum accumulation and pay-off upon quitting, retirement, or death would then follow the provision of this article. An employee who has their time frozen under this article and has not dropped below seven hundred twenty (720) accumulated hours will be paid on half (1/2) of their accumulated medical leave with seventy-five (75) days the maximum amount to be paid if they quit, retire, or upon death of the employee.

b. An employee absent from work due to his illness/injury or that of a dependent child, shall notify his Division Supervisor or designee of such necessity and the reason therefore before the end of the previous day, if possible; and, in any event, at least one (1) hour prior to 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 Division

Supervisor or designee, but the Division Supervisor or designee may require proof of good cause for such absence, either by a doctor's certificate or in some other adequate manner, in case of more than three (3) consecutive days or if a documented pattern of alleged abuse is shown.

c. Regular part-time employees shall accumulate medical leave on a pro-rated basis in direct proportion to hours worked.

d. Medical leave shall not be taken before being accumulated.

e. The employer agrees to pay the full premium for a disability insurance program, providing 67% of gross monthly income to a maximum of \$5000.00 per month, commencing on 91st day of continuous incapacity to perform job functions, and attainment of age seventy (70). The final determination of disability is made by the insurance carrier.

ARTICLE 35. FUNERAL LEAVE.

An employee shall be allowed three (3) working days with pay per funeral, as funeral leave days 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, brother-in-law, sister-in-law, grandparents, grandchildren, spouse's grandparents. Employees traveling and attending the funeral of an immediate family member, as defined above, in excess of 300 miles one way from Marquette will be granted an additional two (2) days of funeral leave when traveling and attending the funeral. 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. For funeral of persons other than those listed above, an employee may take leave without pay.

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. Regular part-time employees will be granted five (5) days of personal leave on a pro-rated basis in direct proportion to the employee's regular work schedule during each calendar year, not to accumulate year to year. An employee hired during the calendar year will have their personal leave pro-rated based upon employment status (i.e. full or part-time) to the total number of complete months worked (i.e., start month to December).

b. Personal leave shall be defined as leave which may be used at an employee's discretion subject to prior approval by the employee's Division Supervisor.

c. Except during severe weather conditions as declared in accordance with Board policy, request for said leave shall be given as early as possible but a minimum of a twenty-four (24) hour notice must be given to Division Supervisor or designee for the use of personal leave.

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

Full-time 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. Regular 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. Regular 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 in direct proportion to the hours worked.

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 Division Supervisor or designee 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 twenty-five (25) days. Vacation leave earned in excess of twenty-five (25) 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 Division Supervisor or designee. 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 Finance and Administrative Services, 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 immediate Division Supervisor for authorization; and the immediate Supervisor forwards the Career Development Plan, with recommendation, to the Finance and Administrative Services for final disposition. To be considered valid, the Career Development Plan must be approved by both the immediate Supervisor and the Finance

and Administrative Services. 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 Finance and Administrative Services.

d. To request career development assistance, employees make application, on a form provided by the Finance and Administrative Services, 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 immediate Division Supervisor for authorization; and the employees immediate Supervisor forwards the application, with recommendation, to the Finance and Administrative Services for final disposition. Determination of approval or rejection of career development assistance applications will be made by the Finance and Administrative Services 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 Finance and Administrative services. 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 Employer 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 during the term of this Agreement to make the necessary premium contribution toward the purchase of the Wausau Preferred Health Plan with a zero deductible and 90/10 co-insurance with a maximum out of pocket of \$250 per person and \$500 per family. This benefit is available to all full time employees and their families covered by the Agreement who have completed sixty (60) days of employment with the employer. This plan is subject to the terms and conditions of the insurance carrier. This plan to be effective July 1, 1996.

b. For those employees eligible for hospitalization insurance benefits, the Employer agrees to provide group optical insurance equivalent to the Wausau Vision Care Plan included within Wausau Preferred Health Plan, including dependant coverage. The plan is subject to the terms and conditions of the insurance carrier.

c. For those employees eligible for hospitalization insurance benefits, the Employer agrees to provide a group dental insurance program equivalent to Wausau Group Dental Incentive plan. This benefit to include dependent coverage with both primary and major services including orthodontic benefit. The is subject to the terms and conditions of the insurance carrier.

d. The Employer agrees during the term of this Agreement to pay on a pro-rated basis in direct proportion to the employee's regular work schedule, the necessary premiums to provide the above described hospitalization insurance, optical insurance, and dental insurance for all regular part-time employees, provided the employee agrees to pay their pro-rated share of the premiums.

e. The Employer reserves the right to select or change the insurance carriers providing the benefits provided in this Article, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs, provided the level of benefits remains substantially the same.

f. For those employees eligible for hospitalization insurance benefits, the Employer agrees to pay the prorated premium for hospitalization medical coverage for the employee and her family during an employee's absence as a result of any injury or illness up to one (1) year, based upon status at time of leave.

g. The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family who qualifies for retirement, retires, and starts drawing retirement benefits within thirty days of leaving employment from the Employer, provided they were eligible and receiving hospitalization insurance benefits immediately prior to retirement. The employee retiring during the term of this contract is to receive the level of benefits described under the terms and conditions of this contract.

h. For those employees eligible for hospitalization insurance benefits, the Employer agrees to pay the full premium for hospitalization medical coverage for the employee and his family while the employee is laid off for up to six months.

i. The Employer will provide a deferred compensation plan in the amount of \$150 per month for a Health Department approved plan in lieu of those employees taking the medical, dental, and vision plans. To receive this benefit an employee must provide documentation that medical coverage is provided through another source. This amount to be prorated based upon employment status for part-time employees.

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 time 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.
- c. During the term of this Agreement, the Employer agrees to pay the premium necessary to continue it's present program of accidental death and dismemberment insurance benefits on the same terms and conditions that currently exist for all full-time employees who have completed sixty (60) days of employment with the Employer.

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 Employees Retirement System Plan B-3. The cost of said plan to be fully paid by the employer.

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 SUBCONTRACTING OF WORK

The Employer shall have the right to contract or subcontract bargaining unit work so long as:

1. Said contracting or subcontracting does not result in the reduction of normal hours of bargaining unit positions.
2. Said contracting or subcontracting does not result in a layoff of bargaining unit employees.
3. Said contracting or subcontracting does not result in the reduction of the number of bargaining unit positions.

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, sixty (60) 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 Health Department, c/o Administration, 184 U.S. Highway 41, Negaunee, 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.

Schedule of In-Range Wage Progression
Effective June 3, 1996 - December 31, 1996

A flat payment will be made of \$300.00 per full-time professional classification unit member and \$150.00 per Technical, Office, Paraprofessional and Service classification unit member, but not added to base pay for future wage increases. Part-time unit members will receive a pro-rated payment based upon actual hours worked between January 1, 1996 and June 2, 1996.

TECHNICAL, OFFICE, PARAPROFESSIONAL AND SERVICE CLASSIFICATIONS

<u>GRADE</u>	<u>HIRE</u>	<u>6 MOS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
T01	6.77	7.06	7.33	7.63	7.92
T02	6.97	7.27	7.57	7.86	8.17
T03	7.93	8.36	8.79	9.22	9.64
T04	8.40	8.88	9.36	9.83	10.31
T05	8.84	9.35	9.88	10.40	10.91
T06	9.12	9.64	10.18	10.70	11.24
T07	9.51	10.08	10.67	11.25	11.82
T08	9.64	10.22	10.78	11.38	11.95
T09	9.97	10.56	11.15	11.77	12.37
T10	10.31	10.92	11.55	12.16	12.77
T11	10.62	11.27	11.91	12.56	13.18
T12	10.93	11.65	12.37	13.08	13.79
T13	11.26	12.03	12.82	13.55	14.38

PROFESSIONAL CLASSIFICATIONS

<u>GRADE</u>	<u>HIRE</u>	<u>6 MOS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
P01	8.15	8.54	8.91	9.31	9.69
P02	8.87	9.33	9.77	10.20	10.65
P03	9.50	9.97	10.45	10.92	11.40
P04	10.36	10.96	11.58	12.17	12.78
P05	11.28	11.95	12.62	13.27	13.95
P06	11.97	12.69	13.38	14.12	14.84
P07	12.65	13.40	14.20	14.97	15.75
P08	12.89	13.70	14.49	15.31	16.11
P09	14.18	15.07	15.95	16.85	17.72
P10	14.62	15.58	16.58	17.57	18.55
P11	15.79	16.94	18.11	19.26	20.43

Schedule of In-Range Wage Progression
Effective January 1, 1997 - December 31, 1997

TECHNICAL, OFFICE, PARAPROFESSIONAL AND
SERVICE CLASSIFICATIONS

<u>GRADE</u>	<u>HIRE</u>	<u>6 MOS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
T01	6.97	7.27	7.55	7.86	8.16
T02	7.18	7.49	7.80	8.10	8.42
T03	8.17	8.61	9.05	9.50	9.93
T04	8.65	9.15	9.64	10.12	10.62
T05	9.11	9.63	10.18	10.71	11.24
T06	9.39	9.93	10.49	11.02	11.58
T07	9.80	10.38	10.99	11.59	12.17
T08	9.93	10.53	11.10	11.72	12.31
T09	10.27	10.88	11.48	12.12	12.74
T10	10.62	11.25	11.90	12.52	13.15
T11	10.94	11.61	12.27	12.94	13.58
T12	11.26	12.00	12.74	13.47	14.20
T13	11.71	12.39	13.20	13.96	14.81

PROFESSIONAL CLASSIFICATIONS

<u>GRADE</u>	<u>HIRE</u>	<u>6 MOS</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>
P01	8.44	8.84	9.22	9.64	10.03
P02	9.18	9.66	10.11	10.56	11.02
P03	9.83	10.32	10.82	11.30	11.80
P04	10.72	11.34	11.99	12.60	13.23
P05	11.67	12.37	13.06	13.73	14.44
P06	12.39	13.13	13.85	14.61	15.36
P07	13.09	13.87	14.70	15.49	16.30
P08	13.34	14.18	15.00	15.85	16.67
P09	14.68	15.60	16.51	17.44	18.34
P10	15.13	16.13	17.16	18.18	19.20
P11	16.34	17.53	18.74	19.93	21.15

Schedule of In-range Wage Progression
Effective January 1, 1998

For 1998 the classification and rates schedule is to be negotiated between the Marquette County Board of Health and the American Federation of State, County and Municipal Employees, Council 25, AFL-CIO, chapter of Local 2914.

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 _____

Normal statement of grievance _____

Relief sought _____

Relevant Signature _____
Award 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

To: _____
EMPLOYER

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

- An amount established by the Union as monthly dues.
- An amount equivalent to monthly dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO on behalf of Local _____ . Date started union position _____

CLOCK/ EMPLOYEE #

(PLEASE PRINT)

By: FIRST NAME INITIAL

LAST NAME

STREET NUMBER STREET NAME AND DIRECTION

CITY ZIP CODE

AREA CODE TELEPHONE SOCIAL SECURITY NUMBER

SIGNATURE

EMPLOYER'S COPY

DATE



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.

5 years - 9 years of seniority	= \$50.00
10 years - 14 years of seniority	= \$200.00
15 years - 19 years of seniority	= \$300.00
20 or more years of seniority	= \$400.00

LETTER OF AGREEMENT FOR HOME HEALTH AIDES

This Agreement made and entered into and between the Marquette County Health Department and AFSCME Council 25, Local Chapter 2914, on the 3rd day of June, 1996 and will remain in effect for the term of contract period.

Job responsibilities for Home Health Aides and Licensed Practical Nurses serving as Home Health Aides within the Home Health Division are not always conducive to a normal workday schedule (8:00 a.m. - 5:00 p.m.) due to the diversity of services that are required to serve the client population in Home Health.

The need for flexibility in scheduling personnel is essential if the Home Health Program is to continue to survive and grow in a competitive market. It is recognized by the parties that the following provisions of the collective bargaining agreement relating to working conditions need to be modified to address the demands for the manageable assignment of personnel in the Home Health Division. It is understood by the parties that all other provisions of the collective bargaining agreement shall remain intact and the modification herein applies specifically and only to the Home Health Aides and Licensed Practical Nurses serving as Home Health Aides in the Home Health Division.

1. The Marquette County Home Health Program will assign a primary Home Health Aide, a secondary Aide and a tertiary Aide to each client to ensure where possible the continuity and quality of client care. Two of the three assignments will be regular full time staff. Exceptions, however, may apply when it has been identified that a preference exists for a certain Aide by the client.
2. Aides will normally be scheduled between 8:00 a.m and 5:00 p.m. during the weekday and will be assigned weekend responsibilities on a rotation basis based upon anticipated caseload. The actual start of work can vary (i.e., 7:30 - 9:30) depending upon the first client visit. An equal rotation of all Home Health

Aides will be established and managed to ensure fairness of rotation. Should caseload warrant modification, the Department may implement a revised weekend coverage schedule. Such schedule will be shared as early as possible with the Home Health Aides to see which Aide (s) would be available for the weekend assignment.

3. During the week when an employee is assigned to the flex schedule an equal rotation of all Home Health Aides will be established and managed to ensure fairness of rotation with a combination of possible work assignments occurring as mutually developed and agreed upon between the employee and the Supervisor. In case of a disagreement, the final decision will be made that is in the best interest of the Home Health Division. Some of the combinations are as follows:

- Flex starting time (i.e, 10:00 a.m. - 1:00 p.m.) and ending time depending on client load.
- Split work schedule when the workday is split into segments.
- A combination of the above.

4. While it is the Department's intent to schedule Home Health Aides to a normal work day including weekend rotation, situations can arise daily that require flexibility in the work schedule. The Department will furnish Home Health Aides with a seven (7) day schedule to help accommodate weekly changes to work schedule. When this occurs and an Aide can't be rescheduled as determined by the Department, and he/she will be short work hours for that day, the Aide has the following options:

- Utilize annual leave/personal time to restore lost hours.
- Take leave time without pay.

- Can decide to accept a later visit beyond the normal eight hours.
 - A mutual review of the schedule will occur to determine if another visit slot would be available at a later date within the same week. The eight (8) hours overtime provision is waived should the Aide accept a time slot on an alternative day to reinstate lost work hours. The Home Health Aide will be allowed to review all schedules and make recommendations to take another visit slot of a less senior HHA. If the supervisor is unavailable a designee will be assigned to grant approval. Patient preference will be taken into consideration when reassigning a visit.
 - Check with the immediate supervisor to see if there is office work available in the Home Health Division.
5. While the Department will attempt to ensure eight (8) hours of work per day for full-time Aides, the Department will not compensate Aides for hours not worked. Reasonable efforts will be made by the Department to ensure that the scheduling of Home Health Aide work hours will be done based upon seniority with the most senior Home Health Aide being scheduled first, then the next senior Aide, and so on. When re-assigning work hours, consideration of client care, geographical area and travel time will be taken into account. The fringe benefit package will be maintained for those employees currently budgeted as full-time. If an employee's status changes, then the fringe benefit package would be adjusted accordingly pursuant to the collective bargaining agreement.
6. A group will be formed consisting of an Administrator, Supervisor, RN, HHA, and scheduler, to review the listing of HHA assignments to ensure quality assurance for those clients being served by our program. This group will meet quarterly.

The Supervisor or designee will make available all the current schedules of all the HHA's for review by any staff.

A full year of Holiday, Weekend, and Flexi rotation will be distributed to the Home Health Aides for staffing needs at the beginning of each year, subject to change in regard to client caseload and staffing needs.

If it has been determined there is a need for the creation of a permanent afternoon or night shift, a special conference will be held to discuss how this may impact current employees.

7. It is not the Department's intention to reduce hours of work for any bargaining unit members, but to create reasonable flexibility to meet the continual change in demand for service in the Home Health Program. The Department will reduce the number of contractual Home Health Aide positions and create the necessary number of regular part-time or temporary Home Health Aide positions when client census has been stabilized to maintain appropriate staffing levels.

Either party may request a special conference on matters of concern related to this Agreement. If during the contract period a special conference has been called by either party on matters of great concern and these matters cannot be alleviated through this process, it is understood that the provisions of the existing collective bargaining agreement can be implemented by serving notice to the other party.

Through the mutual cooperation of labor and management with the understanding that parties must discuss and work together to provide support during changing working conditions. This Agreement may be terminated by either party only as herein provided within this Agreement by serving a fourteen (14) days' written notice of intention to the other party.

This Agreement constitutes the complete and full understanding between the parties.
Modification of this Agreement shall be valid only if made in writing and signed by
the parties.

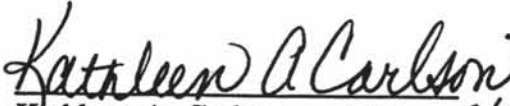
APPENDIX G. CONTRACTUAL DENTAL HYGENTIST AGREEMENT


The contractual Dental Hygentist to be placed at the PO 7 classification level, but would be allowed to move through her current contract after which time she would be red-circled at the last pay rate until such time as the PO 7 classification level reaches that rate. Employee would not be granted retroactive seniority, but will be granted other union fringe benefit accrual back to date of hire as a contractual employee.


In witness whereof, the parties hereto have caused this instrument to be executed and/or ratified effective June 3, 1996.

For the Union:

For the Employer:


Kathleen A. Carlson Date 6/17/96
Chapter Chairperson


Harvey Wallace Date
Chairperson, Marquette
County Board of Health


Peter Dompierre Date 4/17/96
Staff Representative
AFSCME Council #25

Date

Date