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12/31/98

AGREEMENT

between the

COUNTY OF VAN BUREN

and the

**COURTHOUSE GENERAL CHAPTER OF
LOCAL 2628 (Michigan Council 25)
AMERICAN FEDERATION OF STATE,
COUNTY & MUNICIPAL EMPLOYEES**

AFL-CIO

1996 - 1998

Van Buren County

AGREEMENT

This agreement entered into on the 5th day of December, 1997, and between the COUNTY OF VAN BUREN (herein after referred to as the "Employer") and the Courthouse General Chapter of LOCAL 2628, affiliated with Michigan Council No. 25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO (hereinafter referred to as the "Union").

PURPOSE AND INTENT

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

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

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE 1 - RECOGNITION

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

All regular full-time and regular part-time employees employed by the County of Van Buren in its Equalization Department, Register of Deeds Office, County Clerk's Office, Land Description Department, Treasurer's Office, Cooperative Extension Office, Custodial Department, Maintenance Department, Drain Commissioner's Office, Printing & Central Supply Department, Animal Control

Department, and Community Development Department; but excluding the Secretary to the Board of Commissioners, all employees of the Courts, all elected officials and their first deputies, all employees of the prosecutor's office, department heads, department directors and deputy directors, chief custodians, maintenance supervisors, all supervisors, all Sheriff Department employees, the County Administrator, employees of the Administrator's Office and all other employees of the Employer.

ARTICLE 2 - AID TO OTHER UNIONS

The Employer and its designated agents will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any group or organization for the purpose of undermining the union in terms of the union representation of the employees within the bargaining unit as set forth in Article 1. The Union agrees not to enter into any agreement with other unions to circumvent this collective bargaining agreement.

ARTICLE 3 - UNION DUES AND SERVICE FEES

- A. All employees covered by this Agreement who, as of the effective date of this Agreement, have completed at least thirty (30) days of continuous service since their last date of hire shall, as a condition of continued employment for the duration of this Agreement, become and remain members in good standing of the Union to the extent of tendering payment of the regular monthly Union dues uniformly required of all Union members.
- B. All new employees hired after the effective date of this Agreement shall, upon completion of thirty (30) days of continuous employment, a condition of continued employment, become and remain members of the Union in good standing to the extent of tendering payment of the regular monthly dues uniformly required of all Union members.
- C. It is understood and agreed that employees referred to in A and B above may, in lieu of becoming members of the Union as therein provided, meet the requirements thereof by tendering

payment to the Union each month of their proportionate share of the cost of negotiating and administering the collective bargaining agreement including employee representation as established by the Union. This proportionate share shall be known as a service fee and the Union shall advise employees as to the amount of said service fee.

- D. The Employer agrees to deduct from wages of any employee who is a member of the Union, all Union membership dues and initiation fees uniformly required, or the service fee of any employee who is not a member of the Union as provided in a written authorization in accordance with the standard form used by the Employer provided, that said form shall be executed by the employee. The written authorization to deduct Union dues or service fees shall remain in full force and effect during the period of the Agreement.
- E. Dues, service fees and initiation fees shall be authorized, levied and certified in accordance with the constitution and by-laws of the local Union and Council. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the local Union and Council regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues, service fees and/or initiation fees.
- F. Deductions shall be made only in accordance with the provisions of the written authorization form as referenced abut together with the provisions of this Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, service fees, special assessment or any other Union deductions not in accordance with this provision.
- G. A properly executed copy of the written authorization form for each employee for whom the Union dues or service fees are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Deductions shall be made thereafter only under forms which are properly executed and are in effect and then only for the duration of this Agreement.

- H. Any written authorization for checkoff form which is incomplete or in error shall be returned to the local Union Secretary-Treasurer by the Employer.
- I. Checkoff deductions, under all properly executed forms shall become effective at the time such forms are delivered to the Employer and shall be deducted on the first pay day of the next calendar month and on the first pay day of each calendar month thereafter.
- J. The Union shall provide to the Employer a sufficient quantity of forms under which the Union dues and/or service fee may be authorized.
- K. In cases where a deduction is made that duplicates a payment that any employee already has made to the Union, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee shall be made by the local Union.
- L. Deductions for any calendar month shall be remitted promptly to such address designated to the designated financial officer of Michigan Council 25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made. The Employer shall additionally indicate the amount deducted and notify the financial office of the Council 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 months remittance of dues and/or service fees.
- M. The Union, by the execution of this Agreement, expressly agrees to indemnify and save harmless the Employer from any and all claims, demands, suits or other forms of liability that may arise out of or by reasons of this Article, including, but not limited to, a claim by any employee that the service fee, as herein established, is no equivalent to each employee's proportionate share of the cost of negotiating and administering the collective bargaining agreement, including employee representation.

- N. Neither party shall exert any pressure on nor discriminate against any employee by reason of his joining or refusing to join the Union.

ARTICLE 4 - MANAGEMENT RIGHTS

The Employer, on its own behalf and on behalf of the electors, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and of the United States. The Union recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and that the powers of authority which the Employer has not officially abridged, delegated or modified by this Agreement are retained by the Employer. Nothing in this Agreement shall limit the right of the Employer to adopt policies, initiate programs and enter into agreements with employees or others which are not contrary to the terms of this Agreement.

ARTICLE 5 - UNION REPRESENTATION & BARGAINING

- A. The Employer agrees to recognize a unit chairperson and two stewards. The stewards shall act in a representative capacity for the purpose of administering this Agreement in accordance with the grievance procedure established herein. In the absence of the stewards, the unit chairperson shall act as a steward. The function of the collective bargaining committee is to meet with the representatives of the Employer for the purpose of collective bargaining.
- B. The Union shall furnish a list of the steward and unit chairperson to the Employer along with periodic changes to the list in a timely manner. The Employer shall furnish the Union with a corresponding list of Employer's designees along with periodic changes to the list in a timely manner. The Employer's designee shall be the County Administrator and any co-employers as may be appropriate.
- C. Stewards, during their working hours, without loss of time or pay, may investigate reported grievances within their

designated area and present such grievances to the Employer's designee.

1. Before entering upon such Union business, stewards shall give notice to and receive approval from their supervisor or Employer's designee.
 2. Approval for release from their work assignment for this purpose for such time as may be necessary shall not be unreasonably withheld.
 3. Any alleged abuse of this provision by either party shall be proper subject for a special conference.
- D. Any bargaining shall take place at times other than the normal working hours of employees unless mutually agreed to the contrary by the Employer. It is understood and agreed that if the Employer does consent to bargain with the Union during the times when employees would be at their assigned duty stations, then the employees shall be paid their normal rate of pay. The number of members of a bargaining committee is solely within the discretion of each party hereto; provided, however, that each party hereto shall provide the other party with a written statement as to the membership of the bargaining committee and any alternate members thereof.

ARTICLE 6 - SPECIAL CONFERENCES

Special conferences for important matters concerning this Agreement shall be arranged by the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be held within ten (10) days of the date of such request unless mutually agreed to the contrary by both parties. Such meetings shall be between at least two representatives of the Union and at least two representatives of the Employer. Council 25, AFSCME may be represented if they so desire. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda unless both parties hereto shall agree otherwise. This Article may precede but shall

not take precedence over the grievance procedure as set forth in this Agreement.

ARTICLE 7 - GRIEVANCE PROCEDURE

- A. A grievance shall be an alleged violation of the expressed terms of this Agreement.
- B. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article.
 - 1. The termination of services of or failure to re-employ any probationary employee.
 - 2. To any action or lack of action on the part of the Employer which is required by law.
- C. The Union shall designate a steward to handle grievances when requested by the grievant.
- D. The term "days" as used herein shall mean Monday through Friday excluding holidays and weekends.
- E. Written grievances as required herein shall contain the following:
 - 1. It shall be signed by the grievant or grievants.
 - 2. It shall be clear and specific.
 - 3. It shall contain a synopsis of the facts giving rise to the alleged violation.
 - 4. It shall cite the Article or Section of this Agreement alleged to have been violated.
 - 5. It shall contain the date of the alleged violation.
 - 6. It shall specify the relief requested.
- F. Any written grievance not substantially in accordance with the above requirements may be rejected as improper. Such a

rejection shall not extend the time limitations hereinafter set forth.

- G. The Union shall have not right to initiate a grievance involving the right of a grievant without his express approval in writing thereon but the Union may initiate a unit grievance.
- H. All preparation, filing, presentation, discussion or consideration of grievances shall be held and conducted at times other than normal working hours for the grievant or a participating Union representative unless agreed otherwise by the Employer. Equipment and/or materials and supplies owned by the Employer shall not be used by the Employee or the Union for the purpose of preparing or typing a grievance.
- I. Where no wage loss has been caused by the action or inaction of the Employer as set forth in the grievance, the Employer shall be under no obligation to make monetary adjustments.
- J. Awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based.
- K. The parties hereto may agree to extend the time limits set forth below by mutual agreement in writing.

Grievance Procedure ONE (for Employees in Departments with Appointed Department Heads)

Level One: An employee believing himself wronged by an alleged violation of the express terms of the Agreement shall within ten (10) days of its alleged occurrence, or within ten (10) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his supervisor in an attempt to resolve same. If no resolution is obtained within ten (10) days for the discussion, the employee shall reduce the grievance in writing in accordance with E above and proceed to Level Two.

Level Two: A copy of the written grievance shall be filed with the County Administrator with the endorsement thereon of the

approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the County Administrator shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion, the County Administrator shall render his decision in writing, transmitting a copy of the same to the grievant, the Union steward and the department head. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he may, within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three: A copy of the written grievance shall be filed with the secretary of the Board of Commissioners. Within ten (10) days of receipt of the grievance, a grievance committee of the Board of Commissioners shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion, the committee shall render its decision in writing, transmitting a copy of same to the grievant, the Union steward, the County Administrator and the department head. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he may proceed to Level Four.

Level Four: If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties cannot agree upon an arbitrator, he shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules except that each party shall have the right to pre-emptively strike not more than three from the list of arbitrators.

By mutual consent, within ten (10) days of the request for arbitration the parties hereto shall hold at least one pre-arbitration conference. The conference shall include the bargaining teams for each of the parties and the grievant. The purpose of the conference shall be to attempt to resolve the grievance prior to arbitration. Each party shall submit to the other party at the conference a statement alleging facts, grounds and defenses which will be proven at arbitration. The parties

hereto may continue to hold pre-arbitration conferences, by mutual consent, until the time of arbitration.

Grievance Procedure TWO (for Employees Working in Departments Headed By an Elected Official)

Level One: An employee believing himself wronged by an alleged violation of the express terms of this Agreement shall, within ten (10) days of its alleged occurrence, or within ten (10) days of the time the offense could have been reasonably discovered by the grievant, orally discuss the grievance with his supervisor in an attempt to resolve same. If no resolution is obtained within ten (10) days of the discussion, the employee shall reduce the grievance to writing in accordance with E above and proceed to Level Two.

Level Two: A copy of the written grievance shall be filed with the Elected Official with the endorsement thereon of the approval or disapproval of the Union. Within ten (10) days of receipt of the grievance, the Elected Official shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion, the Elected Official shall render his decision in writing, transmitting a copy of the same to the grievant, the Union steward and the County Administrator. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he may, within ten (10) days of the decision or lack of decision proceed to Level Three.

Level Three: A copy of the written grievance shall be filed with the secretary of the Board of Commissioners. Within ten (10) days of receipt of the grievance, a grievance committee of the Board of Commissioners along with the Elected Official shall arrange a meeting with the grievant and his Union steward to discuss the grievance. Within ten (10) days of the discussion the Committee and Elected Official shall render their decision in writing transmitting a copy of same to the grievant, the Union steward and the County Administrator. If no decision is rendered within ten (10) days of the discussion, or the decision is unsatisfactory to the grievant, he may proceed to Level Four.

Level Four: If the Union is not satisfied with the disposition of the grievance at the previous level, it may, within thirty (30) days of the decision or lack of decision, refer the matter for arbitration to the Federal Mediation and Conciliation Service, in writing, and request the appointment of an arbitrator to hear the grievance. If the parties can not agree upon an arbitrator, he shall be selected by the Federal Mediation and Conciliation Service in accordance with its rules except that each party shall have the right to pre-emptively strike not more than three from the list of arbitrators.

By mutual consent, within ten (10) days of the request for arbitration the parties shall hold at least one pre-arbitration conference. The conference shall include the bargaining teams for each of the parties and the grievant. The purpose of the conference shall be to attempt to resolve the grievance prior to arbitration. Each party shall submit to the other party at the conference a statement alleging facts, grounds and defenses which will be proven at arbitration. The parties hereto may continue to hold pre-arbitration conferences, by mutual consent, until the time of arbitration.

Arbitration Rules

Arbitration shall be conducted in accordance to the rules of the American Arbitration Association subject to the following:

- A. Neither party may raise a new defense or ground at arbitration not previously raised or disclosed at other levels of the grievance process.
- B. The decision of the arbitrator shall be final and conclusive and binding upon employees, the Employer and the Union, subject to the right of the Employer or the Union to judicial review. Any lawful decision of the arbitrator shall be forthwith placed into effect.
- C. The right to judicial review shall be limited to arbitrator decisions which are based on bias or on areas outside the parameters of this Agreement.

D. Powers of the arbitrator shall be subject to the following limitations:

1. He shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
2. He shall have no power to establish salary scales or to change any salary.
3. He shall have no power to change any practice, policy, or rule of the Board of Commissioners nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rules or any action taken by the Board.
4. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and its governmental function and shall so construe the Agreement that there will be no interference with such responsibilities, except as may be specifically conditioned by this Agreement.
5. He shall have no power to interpret state or federal law but must apply the law as it is written or interpreted by the courts.
6. He shall not hear any grievance previously barred from the scope of the grievance procedure.

E. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have jurisdiction to determine arbitrability. In the event that a case is appealed to the arbitrator on which he has no power to rule, it shall be referred by to the parties without decision or recommendation on its merits.

F. More than one grievance may not be considered by the arbitrator at the same time except upon expressed written mutual consent of the parties hereto.

- G. The cost of arbitration shall be borne equally by the parties hereto except each party shall assume its own cost for representation including any expense of witnesses.
- H. Employees including Union representatives shall not lose pay for any time off the job while attending arbitration proceedings. Arbitration shall, whenever, possible, be conducted on the location where the grievance originated.
- I. No claim for wages shall exceed the amount of wages the employee would otherwise have earned.

ARTICLE 8 - DISCIPLINARY PROCEDURE

- A. The intent and purpose of the following is to provide for progressive disciplinary action when appropriate. Disciplinary action may be imposed upon an employee only for failure to fulfill the employee's job responsibilities or for improper conduct while on the job. Nothing in this article shall prevent the employer from taking immediate and appropriate disciplinary action should it be required under the circumstances, with proper written notice thereof to the Union at the time such immediate action is taken.
- B. Notification within a reasonable time shall be given to the steward or Union representative prior to any disciplinary action being taken against any employee which may result in any official entries being added to their personnel file. The employer agrees that upon imposing any form of discipline, the designated steward or Union representative shall be promptly notified in writing of the action taken. A copy of oral reprimands may be placed in the employees personnel file. There shall be the official personnel file which will be maintained in the office of the County Administrator. The employer may retain other personnel records. The employee shall be entitled to review any personnel record upon request.
- C. The Steward or another representative of the Union shall be present at the time disciplinary action is imposed and shall represent the employee at all levels of disciplinary proceedings. All disciplinary actions shall be subject to the

grievance procedure or the employee may seek such other legal remedy as may be available upon the employee's option; it being understood that the employee shall be entitled to only one method of remedy, i.e., either the grievance procedure or legal action, not both. Oral or written reprimands shall not be processed above level three of the grievance procedure.

- D. Before any employee shall be required to make any oral or written statement or reply pertaining to any alleged misconduct on his/her part, the matter shall first be discussed between the employee, a Union representative and the supervisor.
- E. When disciplinary action is necessary, the employer will, where appropriate, use the following procedure:
 - (1) Oral Reprimand.
 - (2) Written Reprimand.
 - (3) Suspension not to exceed thirty (30) days, transfer to existing vacancy or demotion.
 - (4) Removal or Discharge.
- F. Should it be necessary to reprimand any employee, the reprimand shall be given so as not to cause embarrassment to the employee before other employee or the public.
- G. The employer may modify a disciplinary action except that the severity of the disciplinary action shall not be increased, but may be lessened.
- H. No employee in the bargaining unit shall be subject to disciplinary action for appearing before a State or Federal Grand Jury at which they presented testimony under oath and have been sworn to secrecy.
- I. The employer reserves the right to review the circumstances when employee are charged with the commission of a felony or of a misdemeanor involving the criminal moral conduct during working hours or related to the work location or job

responsibility. Pending the Judicial resolution of the charges, the employer may take disciplinary action deemed necessary, or reassign the employee to a less sensitive position without loss of pay or benefits. Any action taken by the employer shall be subject to the grievance procedure.

- J. No employee will be subject to disciplinary action for taking part in a political activity when not on duty and out of uniform.
- K. Upon request of the employee, an employee may review their personnel file consistent with the Bullard-Plawicki Act. Such request shall be complied with within five (5) working days. After eighteen (18) months of satisfactory service, all reprimands shall be removed from an employee's personnel record. No prior disciplinary action not in the personnel file shall be adversely used in any subsequent disciplinary actin.

ARTICLE 9 - SENIORITY

- A. Seniority shall be defined as continuous employment within the bargaining unit and shall be the basis for determining such items as this Agreement may require seniority to be used.
- B. New employees hired in the unit shall be considered as probationary employees for the first year of their employment. There shall be no seniority among probationary employees. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of hire.
- C. The Union shall represent probationary employees for the purpose of collective bargaining under the terms of this Agreement except discharged, disciplined, or demoted probationary employees.

ARTICLE 10 - SENIORITY LIST

A. The Employer agree to give the Union an up-to-date seniority list each six (6) months and also post the list on the appropriate bulletin board. The seniority list shall contain:

1. Names of employees in the unit
2. Date of hire of each employee
3. Job classification of each employee

B. Names shall be placed on the list with the employee with the greatest seniority first, followed by employees with decreasing length of seniority. In the event two employees shall have the same date of hire, then seniority shall be determined by social security number with the employee having the lowest last four digits having the most seniority.

ARTICLE 11 - LOSS OF SENIORITY

An employee shall lose his seniority for the following reasons:

- A. He quits
- B. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- C. He is absent for three (3) consecutive working days without notifying the Employer. In proper cases exceptions may be made by the Employer. After such absence, the Employer shall send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. This section shall not excuse an employee for being absent from work nor shall it act as a waiver of the Employer's rights to issue disciplinary action due to an employee's absence from work in appropriate cases.
- D. If the employee does not return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Employer.
- E. Return from sick leave and other leaves of absence shall be treated to the same as "C" above.

- F. If the employee is on layoff for a consecutive period of two (2) years or the length of his seniority, whichever is less.

ARTICLE 12 - TRANSFERS OUT OF THE BARGAINING UNIT

- A. If any employee transfers to a position under the Employer which is not included in the bargaining unit or to one of the Van Buren County court units and thereafter within 90 days transfers back to a position within the bargaining unit, he shall have accumulated seniority while working in the position to which he transferred. It is understood that an employee who transfers out of the bargaining unit shall be prohibited from holding union office in the unit from which he is not working in a position within said bargaining unit.
- B. Employees transferred or promoted to positions outside the bargaining unit under the Employer shall have their accumulated bargaining unit seniority frozen while working in the position in which the employee has transferred.
- C. Employees returning to the bargaining unit from a position under the Employer as a result of a transfer or employer layoff, displacement or recall shall be returned with only that seniority earned in the bargaining unit.

ARTICLE 13 - LAYOFF PROCEDURE

- A. Layoff shall be defined as separation from employment as the result of lack of work or lack of funds.
- B. During a period of layoff, the first order of priority for filling of vacancies shall be established by this Article.
- C. Notice of layoff shall be issued at the direction of the Employer or Employer's designee. Notice shall be delivered to any employee to be laid off no later than two (2) weeks before the effective date of such layoff and a copy of the notice shall be sent to the Union.

- D. In the event of a layoff as defined above, temporary and probationary employees in the bargaining unit may be bumped by employee who are laid off if they have the qualifications to perform the job.
- E. Employees laid off may move to a new position according to the following:
1. To a vacant position of the same classification, like or associated classification, for which the employee is qualified.
 2. Regular full-time or part-time employees shall be allowed to bump the least senior probationary employee in that classification or an appropriate classification for which the employee is qualified to perform the job to avoid a layoff.
 3. By bumping the least senior employee in that classification or an appropriate classification for which the employee is qualified to perform the job and has more seniority.
 4. By demotion to the next lower classification for which the employee is qualified to perform the job and has more seniority in which event the least senior employee in the classification shall be laid off.
 5. When an employee has been involuntarily reduced from full-time to part-time, that employee shall be allowed to bump back into a full-time position if the employee had full-time status within the last two years, has sufficient seniority and the qualifications to perform the job.
 6. Employees who bump shall not be allowed to bump to a higher paid classification or from part to full-time status except as noted in #5 above.
- F. When an employee is reduced to a lower paying classification through the bumping process, they will be placed on the wage scale in a new class as the closest pay grade to their former

pay grade. This will not include merit steps unless they are already in a merit pay rate.

- G. Like or associated classification shall mean classifications having duties and responsibilities requiring like qualifications of the incumbents, including such proficiency and other qualifications necessary for proper performance of the work.
- H. The Union shall assist the Employer in all matters pertaining to layoff upon request.
- I. In the event of a scheduled layoff, notwithstanding their position on the seniority list, the chapter chairperson and stewards shall be retained in their respective positions as if they were the most senior employee provided they are qualified and willing to perform the work in their classification. In the event the classification, shift or work is eliminated and a dispute should arise as to where the aforementioned shall be assigned or laid off, the dispute shall be a proper subject for a special conference. Should the dispute remain unsettled after the special conference, the aforementioned employees shall be assigned in accordance with the Article and the matter may be pursued through the grievance procedure.
- J. This Article shall also apply to the demotion of an employee as a result of the elimination of a position, discontinuance of an operation or the bumping of an employee by a more senior employee affected by one of the aforementioned causes of lack of work or lack of funds. Notice shall be delivered to any employee so affected not less than five (5) working days prior to the effective date thereof, with a copy to the Union.

ARTICLE 14 - RECALL PROCEDURE

- A. Recall shall be defined as the process in which an employee who has been affected under Article 13 is returned to employment with the Employer to the former classification or

a like or associated classification, department or work location.

- B. The names of employees affected under Article 13 shall be placed on a recall list, in order of their seniority, the most senior to be recalled first.
- C. Notice of recall of employees who were laid off shall be sent to such employees at their last known address by certified mail. It shall be the responsibility of the employee to notify the Employer by mail of any change of address immediately following such change. Failure of an employee to report to work not later than ten (10) working days following receipt or delivery of such notice of recall shall be considered a voluntary quit. Exceptions for good cause may be made by the Employer for failure to report as notified.
- D. An employee on layoff when recalled shall be required to accept any like or associated position on any shift offered by the Employer, subject to said employee's rights to former classification and/or position, provided the employee is otherwise qualified.
- E. The Union shall assist the Employer in all matters pertaining to recall upon request.

ARTICLE 15 - JOB POSTING & BIDDING

- A. Notice of all vacancies which the Employer has determined to fill and/or newly created positions within the bargaining unit shall be posted for five (5) days on designated bulletin boards. Any such notice shall set forth the minimum requirements for the position.
- B. Employees interested in any such posted position shall apply in writing within the five (5) days posting period.
- C. The vacancy or newly created position shall be filled within a reasonable time after the termination of the posting period by a qualified employee as defined herein. If the position is not filled by bidding, the Employer shall have the right to employ a new hire.

- D. The successful bidder shall be granted a four (4) week trial period. If the employee's performance is deemed unsatisfactory, the Employer may return the employee to his prior position. An employee who is unsatisfied in the new position during this same four (4) week period may, at his option, return to his former position.
- E. The employee shall be entitled to receive, during the trail period, the rate of pay designated for the new or vacant position. Such rate shall be that which affords the employee a raise or in the case of a demotion, the least amount of loss.
- F. A "Qualified Employee", used herein, shall be determined by the Employer on the basis of the following criteria:
1. Prior applicable education and training.
 2. Prior relevant work experience both inside and outside the Employer.
 3. The length of service of the employee with the Employer.
 4. The requirements of applicable law and regulations, including licensure/certification requirements.
- G. The Employer, at its discretion, may advertise to receive applications and consider applicants for the position from the general public concurrent with the posting required above. The Employer will select from the internal bargaining unit applicants where they are qualified. When selecting internally, the employer will select the most qualified applicant. Where individuals are equally qualified the most senior applicant will be selected.

**ARTICLE 16 - TEMPORARY VACANCIES AND IRREGULAR
TEMPORARIES/TEMPORARY ASSIGNMENTS**

- A. Temporary Vacancies and Irregular Temporaries.

1. The employer may fill temporary vacancies caused by employees being absent because of sickness or injury, vacations, leaves of absence, by temporary transfer to another position or due to operational needs by using irregular temporaries.
2. Irregular temporaries shall only be used to fill vacancies up to one hundred and eighty days (180) or the duration of the vacancy being filled by the irregular temporary, whichever is longer. However, no irregular temporary may remain employed for more than one (1) year. Any irregular employee remaining employed after one (1) year shall be considered a regular employee. No irregular temporary shall be used to work overtime, nor shall an irregular employee be utilized to perform the work of an employee on lay off nor to reduce the regularly scheduled hours of a bargaining unit employee.
3. This section will authorize the Employer to utilize governmentally sponsored employment work programs, such as PIC, Summer Youth ETP, MOST and like programs, including interns. These programs will not be utilized to perform the work of an employee on lay off nor to reduce the regularly scheduled hours of a bargaining unit employee.

B. Temporary Assignments

1. An employee may be assigned duties normally considered commensurate with a classification higher than that which the employee holds. These duties may be assigned provided that the need for the assignment is based on a situation which could not be planned for in advance or a planned vacancy.
2. When the temporary assignment exceeds five (5) consecutive work days, the employee shall then be compensated from the first (1st) hour of the assignment after the five days at the rate of the higher classifications which gives the employee an increase in

compensation for all hours so performed. Any employee who has performed the higher classification for more than five (5) days shall be paid the higher rate of pay for all hours worked above the original five (5) days.

Before an employee is temporarily assigned the higher duties and responsibilities the employee shall receive a written order from the Employer directing and authorizing such work.

3. In the event of an assignment of an employee to a temporary position in a higher classification, the most senior qualified employee in the next lower classification in the department shall be offered the temporary assignment whenever possible.

ARTICLE 17 - VETERANS RIGHTS

The re-employment rights of employees and probationary employees who are veterans of the armed forces of the United States, members of the military reserve or the national guard shall be in accordance with all applicable laws and regulations pertaining to same.

ARTICLE 18 - SUBCONTRACTING

Nothing contained herein shall preclude the Employer from contracting or subcontracting that work which, in its opinion it does not have the personnel, equipment or facilities to perform or which, in its judgment, it can not economically and/or practically perform with the existing work force, provided that no current bargaining unit employee shall suffer demotion, lay off or loss of regular wages as a direct result of work being performed by an outside contractor.

ARTICLE 19 - WORKERS COMPENSATION

Each employee shall be covered by the applicable Workers Compensation Laws.

ARTICLE 21 - UNEMPLOYMENT INSURANCE

The Employer shall provide unemployment benefits as required by law.

ARTICLE 21 - SAFETY

- A. A safety committee is hereby established made up of one member from each bargaining unit (Courts constitute 1 unit) and the designated representatives of the Employer. This committee shall meet three (3) times a year to discuss safety problems and may meet more often as required.
- B. The Employer agrees to comply with all MIOSHA regulations that apply to this bargaining unit and the work place.
- C. Employees shall report any safety problems to their supervisor at once on a form supplied by the Employer. Any accident or injury sustained by an employee or a client/customer/patron during working hours shall be reported within twenty-four (24) hours to the Employer in writing on an accident form provided by the Employer.
- D. When a supervisor is advised of a safety problem, he shall attempt to address the problem within twenty-four (24) hours. If he is unable to address the problem, it shall be referred to the safety committee where it shall be addressed within forty-eight (48) hours.
- E. No employee shall be required to perform work in an unsafe work place that might result in an injury until the safety committee has met and resolved the problem or MIOSHA has investigated a complaint.
- F. Employees shall observe all safety rules which are established by the Employer and shall use such safety equipment as may be provided and required by the Employer.

ARTICLE 22 - WORK SCHEDULES

- A. **Workweek:** The regular workweek shall be Monday through Friday, seven and one-half (7 1/2) hours per day and thirty seven and one-half (37 1/2) hours per week. This shall not constitute a guarantee of these hours of work. The Employer may not establish split shifts except by agreement between and Employer and the Union.
- B. **Workday:** The regular workday shall begin at 8:30 a.m. and end at 5:00 p.m. with one (1) hour off for a non paid lunch scheduled approximately in the middle of the day. An optional one-half (1/2) hours non paid lunch may be scheduled with prior approval by the Employer. The starting and ending times of the work day may vary if the business of the Employer so requires.
- C. **Rest Periods:** One (1) fifteen (15) minutes rest period is provided, in each half of the workday. Occasionally rest periods may be altered, staggered or forfeited if the business of the Employer so requires. The Employer agrees to make a good faith effort to assure that employees receive two (2) breaks each day.
- D. Hours paid shall be considered as hours worked for the purpose of computing any of the benefits provided for under this Agreement with the exception of overtime which shall be in accordance with Article 27.
- E. Regular part-time employees who work less than thirty (30) hours per week shall not receive sick leave, personal leave, vacation or holidays. Employees who work between thirty (30) and thirty seven and one-half (37 1/2) hours per week shall have the above benefits prorated.

ARTICLE 23 - WAGES

The compensation schedule for employees covered by this Agreement is set forth in Appendix "A" which attached hereto and made a part hereof.

ARTICLE 24 - INSURANCE BENEFITS

The Employer shall provide insurance benefits for the employees covered by this Agreement as set forth in Appendix "B" which is attached hereto and made a part hereof.

ARTICLE 25 - HOLIDAYS

- A. The following shall be recognized as legal holidays for which the employee will not normally be scheduled to work but for which they shall receive pay subject to the provisions of this Article:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Presidents' Day
Independence Day
Union Day (Labor Day)
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas
New Year's Eve

- B. When any of the aforementioned holidays occur on Saturday, the preceding Friday shall be considered the legal holiday.
- C. When any of the aforementioned holidays occur on Sunday, the following Monday shall be considered the legal holiday.
- D. To qualify for pay on the holiday, as listed above, the employee must have worked the last scheduled work day before and the next scheduled work day following such holiday, except in cases where the absence on such day or days is due; 1) to the fact that such day or days occurred during his/her regularly scheduled vacation; or 2) to the fact that his/her

absence on such day or days is of a nature which is compensable under this Agreement; or 3) to the fact that he/she is on an approved short term leave of absence, the duration of which is no more than five (5) working days; or 4) to the fact that he/she is authorized the day or days off by the Employer.

ARTICLE 26 - OVERTIME & COMPENSATORY TIME

- A. All overtime and compensatory time shall be paid and/or awarded in accordance with the Fair Labor Standards Act as amended and as interpreted by the Federal courts subject to the following provisions.
- B. Employees who work in excess of thirty seven and one-half (37 1/2) hours in a week shall receive compensatory time off for those hours work in excess of thirty seven and one-half (37 1/2) but not over forty (40) and shall receive overtime pay for hours worked in excess of forty (40) in a week. Paid holidays shall count as time worked in determining the number of hours worked in a week.
- C. Utilization of compensatory time shall be mutually agreed to between the employee and his supervisor and must be used within the pay period next following unless special arrangements are agreed to by both the employee and the Employer. If any employee is not authorized to utilize compensatory time within the aforementioned time period and no exception is agreed upon, then the employee shall receive overtime pay instead of compensatory time.
- D. Employees who are called in from home to work in an emergency shall be guaranteed a minimum of four (4) hours of work or four (4) hours of pay.
- E. Employees who are required to work on one of the holidays provided for in this Agreement shall receive twice their regular hourly rate for work on such holiday.
- F. All overtime and compensatory time shall be approved in advance by the Employer.

ARTICLE 27 - SICK LEAVE

- A. 1. Regular full-time employees who work thirty (30) hours per week or more will be credited every January 1st with (10 days 1997; 9 days 1998) with each day in a lump sum. The employee may accumulate up to 150 hours in their sick bank for all time credited from January 1, 1997, forward. This will be designated as the employee's new sick bank.
2. All new full-time employees hired after January 1st of each year will receive their pro-rata number of days for the remainder of the year with their first hours credited at the beginning of the month following their first thirty (30) days of service.
- B. An employee may utilize sick leave, in half-hour increments for the following reasons:
1. Due to personal illness or physical incapacity.
 2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance at work.
 3. Due to illness of a member of the immediate family of the employee who requires the personal care and attention of the employee. The term immediate family as used in this section shall mean parents, grandparents, children, brother, sister of the employee or the employee's spouse. It shall also include any member of the employee's household.
 4. Due to the death of a relative of the employee other than a member of the immediate family.
 5. To report to the Veteran's Administration for medical examinations or other purposes relating to eligibility for disability pension or medical treatment.
 6. For routine medical, dental or counseling appointments, upon prior notice to the Employer or the Employer's designee.

7. Because of illness or physical incapacity due to pregnancy or childbirth or following childbirth, provided that the employee submits a statement from her physician of her inability to work.
 8. For all purposes authorized under the Income Protection Plan.
- C. PAY OUT PROVISIONS FOR TIME CREDITED ON OR AFTER JANUARY 1, 1997
1. Each December 1, an employee may elect in writing pay-out of unused sick leave, credited in the current calendar year (maximum 10 days 1997; 9 days 1998).
 2. Sick leave will be paid-out at the employee's hourly rate of pay as of December 1 of the current calendar year. Payment will be made the first pay period of the new year.
 3. Sick leave not paid out will carry-over to the next calendar year in the new bank.
 4. An employee at the end of the year will not be eligible for pay-out unless they will maintain at least five (5) days of accumulated sick, vacation, personal or compensatory time.
 5. Sick hours will be automatically paid-out should a carry-over of hours cause the sick leave bank to be in excess of 150 hours.
 6. Upon termination, any remaining hours accumulated on or after January 1, 1997 in this bank will be paid at the employee's current hourly rate of pay.
- D. All hours the employee has credited and earned prior to December 31, 1996, shall be frozen and placed in what will be designated the employee's old sick bank. This time may be utilized for all sick leave purposes noted in Paragraph B above.

1. Pay-out provisions for the time earned prior to 12/31/96 will only occur upon termination and will be based upon the following:
 - a. Pay-out of hours will be paid at the employee's last rate of pay in 1996 regardless of when they leave employment.
 - b. Employees will be paid 50% of 750 hours - maximum 375 hours - all other hours forfeited.
- E. Employee on sick leave will be required to first utilize sick leave credited in the current year. Should the employee have utilized all of their current sick time, they will then be required to utilize any time in their new sick bank and when that is exhausted they will be required to utilize the time in their old sick bank.
- F. An employee absent for one of the reasons mentioned above shall inform the Employer as soon as possible and failure to do so within a reasonable time may be the cause for denial of sick leave with pay for the period of absence.
- G. The employee may be required by the Employer, within reason, to produce evidence in the form of valid medical documentation of the reason for the absence during the time for which sick leave is requested.
- H. The Employer may grant sick leave to an employee for a period of illness or physical incapacity not exceeding thirty (30) days. All requests for sick leave for more than this time shall be submitted to the Employer prior to approval and shall be accompanied by a physician's certificate supporting said request. The Employer may require further medical reports from time to time on all sick leave in excess of thirty (30) consecutive days.
- I. The Employer agrees to provide an Income Protection Plan to all regular full-time employees who have completed one (1) year of service with the Employer. The benefits of the IPP are attached as Appendix C.

ARTICLE 28 - VACATION

- A. An employee's date of hire shall be used in determining paid vacation. Vacation time earned by new employees may not be used during the first six (6) months of employment.
- B. Vacation shall accrue according to the following schedule:
- | | |
|---|--------------------|
| Start - Two (2) years:
period | 2.89 hours per pay |
| Three (3) years - Four (4) years:
period | 3.50 hours per pay |
| Five (5) years - Nine (9) years:
period | 4.75 hours per pay |
| Ten (10) yrs. - Fourteen (14) yrs.: | 5.77 hours per pay |
| period | |
| Fifteen (15) years and beyond:
period | 6.75 hours per pay |
- Maximum Accumulation: 225 Hours.**
- C. Vacations will be granted at such times during the year as requested by the employee and approved by the Employer, in advance, considering the operational needs of the Employer.
- D. When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- E. A vacation may not be waived by an employee, however, if an employee becomes ill or physically incapacitated and is under the care of a physician during his vacation, his vacation will be rescheduled.
- F. Vacation days shall not be allowed in advance of being earned. If an employee has insufficient vacation credits to cover a period of authorized absence, a payroll deduction for time not worked will be made.

- G. If a regular pay day falls during an employee's scheduled vacation, and the employee would like the check in advance, he will be required to make a written request at least three weeks in advance in order to receive same on the last day of work prior to the start of vacation.
- H. Employees will be paid their current rate of pay based on their regular scheduled workday while on vacation and will receive credit for any benefits provided for in this Agreement.

ARTICLE 29 - PERSONAL LEAVE/EMERGENCY LEAVE

Each employee shall be granted two (2) days of personal/emergency leave time with pay per calendar year. Such personal/emergency leave time shall only be used for the purpose of conducting business of the employee that can not be conducted other than normal working hours. Employees shall request such personal/emergency leave and receive approval for same from the Employer prior to taking such leave. Employees may accumulate a maximum of three (3) days of personal/emergency leave time it being understood that any unused personal/emergency leave shall not be paid upon termination of employment.

ARTICLE 30 - BEREAVEMENT LEAVE

- A. Employees shall receive pay for a day necessarily lost during their normal scheduled work week not to exceed three (3) days in the case of death of a member of their immediate family. For the purpose of this Article, immediate family shall be defined as an employee's current spouse, children, parents, in-laws, siblings, nieces, nephews, grandparents or grandchildren of the employee or the employee's spouse.
- B. If the funeral is in excess of 300 miles from Van Buren County, then the employee may take an additional two (2) days of leave.

ARTICLE 31 - JURY DUTY

An employee shall be entitled to leave with pay for jury service, less any jury service fees paid, if he is unable to be excused or

to have such service scheduled at a time which does not conflict with the discharge of his scheduled employment duties. The employee shall return to his duties whenever his attendance in court is not actually required. This same procedure shall apply when an employee receives a subpoena to appear in a court of law or a quasi-judicial hearing.

ARTICLE 32 - UNPAID LEAVE OF ABSENCE

- A. An employee may be granted a leave of absence without pay upon prior written approval of the Employer for any of the following reasons:
1. Because of the physical or mental disability of the employee.
 2. Because the employee has been elected or appointed to a public office.
 3. Because the employee is entering upon a course of training or study for the purpose of improving the quality of the employee's service to the Employer or of fitting the employee for promotion.
 4. Because of extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave of absence.
- B. A probationary employee may be granted a leave of absence without pay upon prior written request by the employee and approval by the Employer because of physical disability of the employee or for extraordinary reasons, sufficient in the opinion of the Employer to warrant such leave.
- C. Leaves of absence granted to employees for physical or mental disability may be extended beyond six (6) months for an additional period of time not to exceed six (6) months, at the expiration of which time the employee shall either produce evidence that he is physically and/or mentally capable of returning to work, subject to the Employer's examining physician's approval, or the employee's services shall be terminated. Written notice of such termination

shall be given to the employee's last known address and a copy filed with the Employer and the Union.

- D. Any employee who is terminated under the provisions of this Article may appeal such termination as provided for in this Agreement. Any employee who has been terminated and who, within two years, recovers from such disability may be placed on the reemployment list subject to the recommendation of the Employer's examining physician.
- E. An employee who becomes pregnant may apply for and shall be granted a maternity leave of absence without pay before and after the expected date of delivery upon presentation to the Employer of a written statement from the employee's physician that she is unable to work.
- F. Leaves granted for any of the above reasons shall not be granted for more than six (6) months but may be renewed upon written application by the employee.
- G. Upon return from unpaid leave, an employee shall be reinstated, without having accumulated seniority during the leave and returned to their previous position if available.
- H. Not more than three (3) employee in the bargaining unit shall be allowed a leave of absence without pay and without loss of seniority for up to five (5) working days to attend a conference or convention of the Union.

ARTICLE 33 - SEMINARS & CONFERENCES

Employees may from time to time attend conferences, seminars, training sessions, etc. The registration fees and related expenses may be paid upon approval of the Employer. The attending employee may be required to sign a reimbursement agreement agreeing to fully reimburse the Employer for all expenses relating to seminars, etc., should voluntary termination occur within two (2) years of the seminar, conference, etc.

ARTICLE 34 - MILEAGE FOR PRIVATE VEHICLE USE

Employees who are required by the Employer to use their personal vehicles to conduct business for the Employer shall be reimbursed at the then current IRS rate. Employees shall comply with such mileage reimbursement procedures as the Employer may require.

ARTICLE 35 - UNION BULLETIN BOARDS

The Employer shall provide bulletin boards in each building which may be used by the Union for posting notices pertaining to Union business. The Employer may restrict the material displayed on bulletin boards in terms of profanity, good taste, timeliness, and law. No Union material of any kind shall be displayed on or about the physical facilities of the Employer except on the designated bulletin boards.

ARTICLE 36 - ANTI-DISCRIMINATION

The parties hereto agree that neither shall discriminate against any employee because of race, color, religion, national origin, ancestry, age, sex, marital status, nationality, handicap or political belief.

ARTICLE 37 - MAIL

The Employer agrees that interoffice mail addressed to a particular individual will not be opened but rather transmitted forthwith to the employee so addressed. It is understood by the parties hereto that U.S. Mail, unless marked personal and confidential, will be opened prior to being transmitted.

ARTICLE 38 - CAPTIONS

Captions are included within this Agreement only for the convenience of reference and shall not modify in any way the provisions herein.

ARTICLE 39 - GENDER

As used and set forth in this Agreement, the male gender shall include the female and the female gender shall include the male as this Agreement may refer to employees in any article hereof, it

being expressly understood that there shall be no distinction among employees in regards to gender.

ARTICLE 40 - DISTRIBUTION OF AGREEMENT

The Employer agrees to make available, with the mutual assistance of the Union, a copy of this Agreement to each employee and to provide a copy of this Agreement to all new employees entering the employment of the Employer who are eligible for membership in the bargaining unit.

ARTICLE 41 - STRIKES & LOCKOUTS PROHIBITED

The Union and the Employer recognize that strikes and other forms of work stoppage by employees are contrary to law and public policy. The Union and the Employer subscribe to the principal that differences shall be resolved by peaceful and appropriate means without interruption of programs and operations. The Union, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, any strike, nor shall any employees take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities and operations at any time or place within the county government system. The Employer agrees during the term of this Agreement not to "Lock-out" employees or prohibit them from working.

ARTICLE 42 - MODIFICATION OF AGREEMENT

Either party hereto may request in writing to the other party to negotiate a modification, clarification or amendment to this Agreement. Any such modifications, clarifications or amendments that may be agreed upon shall be in the form of a "Letter of Understanding: signed by both parties and attached to this Agreement as a part thereof.

ARTICLE 43 - INTERPRETATION & INVALIDITY

Each of the provisions of this Agreement shall be subject and subordinate to the obligations of either party under applicable laws and regulations. If any provision shall be prohibited by or be deemed invalid under such applicable laws or regulations, such

provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. If any provision of this Agreement is invalidated, either party may request that the parties hereto meet for the purpose of renegotiating any such invalidated provisions.

ARTICLE 44 - EFFECTIVE DATE OF AGREEMENT

- A. This Agreement shall become effective as of its date of execution unless a different date for a specific item shall be specified herein.
- B. This Agreement shall continue in full force for a period of three (3) years, the expiration date being December 31, 1998, and shall not be extended beyond that date unless agreed to in writing by both parties hereto. Either party hereto shall give sixty (60) days written notice to the other party of their intent to extend this Agreement past the aforesaid expiration date or of their intent to negotiate a change in the terms and conditions thereof.

ARTICLE 45 - COMPLETION OF AGREEMENT

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

APPENDIX "A" - COMPENSATION

- A. The Van Buren County Wage Rate Schedule in effect for this bargaining unit shall be modified as follows:
1. 1996 - 3% the first pay period.
1997 - 2% the first pay period
1997 - 1% the fourteenth pay period
1998 - 2% the first pay period
1998 - 1% the fourteenth pay period
- B. Grade F shall be an automatic step after eight (8) years of service.
- C. Grade G shall remain a merit step but shall require eleven (11) years of service.
- E. All employees in the bargaining unit shall receive the pay rate as set forth in A above retroactive to the beginning of the 1st pay period of 1996, including retirees and voluntary termination's.
- F. Any employee who is normally scheduled working hours are between 6 p.m. and Midnight shall receive an additional five (5) cents per hour for the entire scheduled shift.

APPENDIX "B" - INSURANCE BENEFITS

- A. The Employer agrees to provide insurance benefits in accordance with this Appendix for all employees who are normally scheduled to work thirty (30) or more hours per week. Employees who are normally scheduled to work less than thirty (30) hours but more than twenty (20) hours per week may purchase Blue Cross/Blue Shield (HMO coverage is not available) insurance benefits by way of payroll deduction. Employees who are normally scheduled to work twenty (20) or less hours per week shall not be eligible for any of the benefits provided in the Appendix.
- B. The Employer shall self fund the following insurance benefits for persons covered by Blue Cross/Blue Shield:
1. Oral contraceptives and exam reimbursed 100% when provided by the Van Buren County Health Department.
 2. Oral contraceptives, when received from any source other than the Health Department are reimbursable at 100% less the applicable co-pay.
 3. Voluntary sterilization costs up to \$1,000, male and female, no reversals.
 4. Annual physical reimbursement up to \$50 once per year for the employee only.
- C. An employee who does not need health insurance may elect to have the Employer apply the sum of one hundred dollars (\$100) per month to the employee's deferred compensation plan. This option shall not be available to employees who are normally scheduled to work less than thirty (30) hours per week.
- D. The obligation of the Employer to contribute insurance premiums shall be terminated at the end of the calendar month in which the obligation of the Employer to pay compensation expires.
- E. The Employer reserves the right to determine and/or change insurance carriers and/or underwriters at any time provided

that thirty (30) days advance notice of any such determination or change shall be given to the Union. The Employer shall not, by reason of this provision, reduce the benefit levels without the consent of the Union.

- F. The Employer's sole responsibility under the Appendix is to provide premium payments on behalf of eligible employees as set forth herein and the coverage referenced herein are offered specifically subject to the rules and regulations of the various insurance carriers and/or underwriters.
- G. Any increase in health insurance premiums for the year 1991 and each subsequent year shall be paid fifty percent (50%) by the Employer and fifty percent (50%) by the employee up to a maximum increase of fifteen percent (15%). The amount of premium increase in excess of fifteen percent (15%) shall be paid by the Employer.
- H. A committee with representatives from the Employer and the Union shall be established to review and recommend coverage and carriers to the Employer.
- I. The Employer agrees to pay the full cost of group term life insurance coverage on behalf of each eligible employee in the face amount of \$15,000. This provision shall be subject to modification by any appropriate federal regulations.
- J. All employees shall be eligible to participate in the Van Buren County Deferred Compensation and Thrift programs in effect as of the effective date of this Agreement. Such participation shall be in accordance with all rules, regulations and procedures which may govern the plans as set forth in the plan documents. Copies of the plan documents shall be available for review in the Office of the County Administrator.

1. The Employer 401(a) retirement contribution will raise from \$1,300 per year to \$1,400 in 1996; \$1,500 in 1997; \$1,600 in 1998.

2. The amount contributed by the employer for employees who do not elect health insurance will raise from \$100 per month to \$150 per month.

VAN BUREN COUNTY INCOME PROTECTION PLAN

1. The Employer shall provide all full-time, non-probationary employees scheduled thirty (30) hours per week or more with a disability plan that provides 67% of an employee's base wage. The plan shall begin after a fourteen (14) calendar day waiting period of disability and shall continue for twelve (12) months or the end of disability, whichever occurs first. Periods of disability related to the same cause and separated by less than two (2) consecutive weeks of employment shall be considered as one (1) period of disability. Periods of disability for unrelated causes must be separated by at least one (1) day of work to qualify as separate disabilities.
2. During the fourteen (14) calendar day waiting period, the employee must use compensatory time, accumulated sick leave, vacation, or personal leave in that order. Any employee who is subject to losing either vacation or personal leave because of the end of the year caps shall use any time subject to being lost, before the normal order of usage is utilized.
3. An employee may elect to supplement the remaining 33% of base wage by using available paid leave as outlined in Item 2 above to receive a full paycheck. The employee must provide the Employer with a written form authorizing the payment from available paid leave. Should the employee elect to supplement this IP Plan the employee shall continue to receive all benefits provided under the Collective Bargaining Agreement.
4. Health insurance will be maintained while receiving the IP Plan benefits at the same level and under the same conditions which existed when the employee went out, subject to any changes authorized by the Collective Bargaining Agreement.
5. The Employer reserve the right to self-fund or purchase coverage of this plan through an insurance carrier of the Employer's choice or if a plan is purchased to change to self-funding at the Employer's option provided the benefits remain as agreed to under this Article.
6. The Employer reserves the right to require appropriate documentation of disability. The Employer further reserves its right to require an employee to see an Employer designated physician to verify disability or an employee's ability to return to work. Should a dispute arise between the employee's physician and the Employer's physician, the parties agree that a third physician will be selected to determine either the employee's disability or the employee's ability to return to work and that third physician's opinion shall be binding on the employee, Employer and Union

In Witness Whereof, the parties hereto have caused this instrument to be executed on the 5th day of December, 1997.

FOR THE UNION:

FOR THE EMPLOYER:

Douglas De Leo

Raymond McDonald

Master S. Holl

Kathleen Swinchant

**LETTER OF UNDERSTANDING
between
COUNTY OF VAN BUREN
and
VAN BUREN COUNTY NON-SUPERVISORY EMPLOYEES
AFSCME LOCAL 2628 (Michigan Council 25)**

The parties agree that the following days off will be observed for the holidays listed in this contract:

New Year's Day.	Tuesday, January 2, 1996 Wednesday, January 1, 1997 Thursday, January 1, 1998
Martin Luther King Day.	Monday, January 15, 1996 Monday, January 20, 1997 Monday, January 19, 1998
Presidents' Day.	Monday, February 19, 1996 Monday, February 17, 1997 Monday, February 16, 1998
Memorial Day.	Monday, May 27, 1996 Monday, May 26, 1997 Monday, May 25, 1998
Independence Day.	Thursday, July 4, 1996 Friday, July 4, 1997 Friday, July 3, 1998
Labor Day	Monday, September 2, 1996 Monday, September 1, 1997 Monday, September 7, 1998
Veterans' Day.	Monday, November 11, 1996 Tuesday, November 11, 1997 Wednesday, November 11, 1998
Thanksgiving Day.	Thursday, November 28, 1996 Thursday, November 27, 1997 Thursday, November 26, 1998
Day After Thanksgiving.	Friday, November 29, 1996 Friday, November 28, 1997 Friday, November 27, 1998
Christmas Eve.	Tuesday, December 24, 1996 Wednesday, December 24, 1997 Thursday, December 24, 1998
Christmas Day.	Wednesday, December 25, 1996 Thursday, December 25, 1997 Friday, December 25, 1998
New Year's Eve	Tuesday, December 31, 1996 Wednesday, December 31, 1997 Thursday, December 31, 1998

FOR THE UNION:

Stephen J. McDonald
Marsh S. Holt
Kathleen Swinkhart 12/5/97

FOR THE EMPLOYER

Douglas De Leo 12/5/97

NOTE: Holidays listed above are subject change should there be a change in the Court's holiday schedule.

1997 COURTHOUSE NON-SUPERVISORY AFSCME
AS OF THE 1st PAY PERIOD OF 1997

1st pay period 1996 3%
1st pay period 1997 2%
14th pay period 1997 1%
1st pay period 1998 2%
14th pay period 1998 1%

RANGE	RATE PER	A - START LOW	A - START HIGH	B - 6 MOS. LOW	B - 6 MOS. HIGH	C - 1 YR LOW	C - 1 YR HIGH	D - 2 YRS	E - 3 YRS	F - 8 YRS AUTO	G - 11 YRS
11	HOUR	5.44	5.58	5.71	5.88	5.98	6.17	6.59	7.12	7.57	7.93
	BI-WEEKLY	408.00	418.50	428.25	441.00	448.50	462.75	494.25	534.00	567.75	594.75
	YEAR	10608.00	10881.00	11134.50	11466.00	11661.00	12031.50	12850.50	13884.00	14761.50	15463.50
12	HOUR	5.74	5.91	6.05	6.20	6.33	6.55	6.97	7.51	7.97	8.34
	BI-WEEKLY	430.50	443.25	453.75	465.00	474.75	491.25	522.75	563.25	597.75	625.50
	YEAR	11193.00	11524.50	11797.50	12090.00	12343.50	12772.50	13591.50	14644.50	15541.50	16263.00
13	HOUR	6.11	6.27	6.42	6.59	6.72	6.90	7.41	7.99	8.40	8.75
	BI-WEEKLY	458.25	470.25	481.50	494.25	504.00	517.50	555.75	599.25	630.00	656.25
	YEAR	11914.50	12226.50	12519.00	12850.50	13104.00	13455.00	14449.50	15580.50	16380.00	17062.50
14	HOUR	6.47	6.66	6.80	7.01	7.15	7.33	7.88	8.53	8.97	9.34
	BI-WEEKLY	485.25	499.50	510.00	525.75	536.25	549.75	591.00	639.75	672.75	700.50
	YEAR	12616.50	12987.00	13260.00	13669.50	13942.50	14293.50	15366.00	16633.50	17491.50	18213.00
15	HOUR	6.85	7.07	7.20	7.41	7.58	7.78	8.34	9.01	9.47	9.83
	BI-WEEKLY	513.75	530.25	540.00	555.75	568.50	583.50	625.50	675.75	710.25	737.25
	YEAR	13357.50	13786.50	14040.00	14449.50	14781.00	15171.00	16263.00	17569.50	18466.50	19168.50
16	HOUR	7.30	7.50	7.64	7.89	8.01	8.29	8.87	9.54	9.99	10.35
	BI-WEEKLY	547.50	562.50	573.00	591.75	600.75	621.75	665.25	715.50	749.25	776.25
	YEAR	14235.00	14625.00	14898.00	15385.50	15619.50	16165.50	17296.50	18603.00	19480.50	20182.50
17	HOUR	7.71	7.95	8.14	8.36	8.54	8.79	9.41	10.17	10.60	10.94
	BI-WEEKLY	578.25	596.25	610.50	627.00	640.50	659.25	705.75	762.75	795.00	820.50
	YEAR	15034.50	15502.50	15873.00	16302.00	16653.00	17140.50	18349.50	19831.50	20670.00	21333.00
18	HOUR	8.22	8.45	8.62	8.87	9.04	9.33	9.97	10.74	11.18	11.58
	BI-WEEKLY	616.50	633.75	646.50	665.25	678.00	699.75	747.75	805.50	838.50	868.50
	YEAR	16029.00	16477.50	16809.00	17296.50	17628.00	18193.50	19441.50	20943.00	21801.00	22581.00
19	HOUR	8.69	8.97	9.14	9.41	9.58	9.86	10.58	11.43	11.87	12.25
	BI-WEEKLY	651.75	672.75	685.50	705.75	718.50	739.50	793.50	857.25	890.25	918.75
	YEAR	16945.50	17491.50	17823.00	18349.50	18681.00	19227.00	20631.00	22288.50	23146.50	23887.50
20	HOUR	9.23	9.52	9.72	10.00	10.20	10.53	11.25	12.13	12.60	13.02
	BI-WEEKLY	692.25	714.00	729.00	750.00	765.00	789.75	843.75	909.75	945.00	976.50
	YEAR	17998.50	18564.00	18954.00	19500.00	19890.00	20533.50	21937.50	23653.50	24570.00	25389.00
21	HOUR	9.80	10.09	10.26	10.59	10.82	11.14	11.91	12.89	13.31	13.71
	BI-WEEKLY	735.00	756.75	769.50	794.25	811.50	835.50	893.25	966.75	998.25	1028.25
	YEAR	19110.00	19675.50	20007.00	20650.50	21099.00	21723.00	23224.50	25135.50	25954.50	26734.50
22	HOUR	10.40	10.71	10.92	11.26	11.46	11.81	12.65	13.67	14.11	14.46
	BI-WEEKLY	780.00	803.25	819.00	844.50	859.50	885.75	948.75	1025.25	1058.25	1084.50
	YEAR	20280.00	20884.50	21294.00	21957.00	22347.00	23029.50	24667.50	26656.50	27514.50	28197.00
23	HOUR	11.02	11.33	11.59	11.92	12.17	12.52	13.42	14.46	14.94	15.28
	BI-WEEKLY	826.50	849.75	869.25	894.00	912.75	939.00	1006.50	1084.50	1120.50	1146.00
	YEAR	21489.00	22093.50	22600.50	23244.00	23731.50	24414.00	26169.00	28197.00	29133.00	29796.00

1997 COURTHOUSE NON-SUPERVISORY AFSCME

RANGE	RATE PER	A - START LOW	A - START HIGH	B - 6 MOS. LOW	B - 6 MOS. HIGH	C - 1 YR LOW	C - 1 YR HIGH	D - 2 YRS	E - 3 YRS	F - 8 YRS AUTO	G - 11 YRS
24	HOUR	11.70	12.05	12.30	12.65	12.90	13.29	14.22	15.36	15.78	16.17
	BI-WEEKLY	877.50	903.75	922.50	948.75	967.50	996.75	1066.50	1152.00	1183.50	1212.75
	YEAR	22815.00	23497.50	23985.00	24667.50	25155.00	25915.50	27729.00	29952.00	30771.00	31531.50
25	HOUR	12.40	12.80	13.01	13.42	13.68	14.09	15.08	16.31	16.71	17.15
	BI-WEEKLY	930.00	960.00	975.75	1006.50	1026.00	1056.75	1131.00	1223.25	1253.25	1286.25
	YEAR	24180.00	24960.00	25369.50	26169.00	26676.00	27475.50	29406.00	31804.50	32584.50	33442.50
26	HOUR	13.19	13.56	13.84	14.24	14.51	14.99	16.02	17.26	17.73	18.13
	BI-WEEKLY	989.25	1017.00	1038.00	1068.00	1088.25	1124.25	1201.50	1294.50	1329.75	1359.75
	YEAR	25720.50	26442.00	26988.00	27768.00	28294.50	29230.50	31239.00	33657.00	34573.50	35353.50
27	HOUR	13.97	14.41	14.66	15.11	15.40	15.87	16.96	18.33	18.80	19.18
	BI-WEEKLY	1047.75	1080.75	1099.50	1133.25	1155.00	1190.25	1272.00	1374.75	1410.00	1438.50
	YEAR	27241.50	28099.50	28587.00	29464.50	30030.00	30946.50	33072.00	35743.50	36660.00	37401.00
28	HOUR	14.82	15.26	15.57	16.03	16.33	16.84	18.01	19.49	19.91	20.30
	BI-WEEKLY	1179.75	1213.50	1239.00	1274.25	1299.00	1337.25	1432.50	1548.00	1581.00	1611.00
	YEAR	30673.50	31551.00	32214.00	33130.50	33774.00	34768.50	37245.00	40248.00	41106.00	41886.00
29	HOUR	16.65	17.17	17.50	18.04	18.40	18.94	20.28	22.07	22.35	22.73
	BI-WEEKLY	1248.75	1287.75	1312.50	1353.00	1380.00	1420.50	1521.00	1655.25	1676.25	1704.75
	YEAR	32467.50	33481.50	34125.00	35178.00	35880.00	36933.00	39546.00	43036.50	43582.50	44323.50
30	HOUR	17.70	18.23	18.55	19.15	19.51	20.07	21.44	23.19	23.68	24.04
	BI-WEEKLY	1327.50	1367.25	1391.25	1436.25	1463.25	1505.25	1608.00	1739.25	1776.00	1803.00
	YEAR	34515.00	35548.50	36172.50	37342.50	38044.50	39136.50	41808.00	45220.50	46176.00	46878.00
31	HOUR	18.80	19.33	19.72	20.31	20.69	21.30	22.80	24.63	25.10	25.47
	BI-WEEKLY	1410.00	1449.75	1479.00	1523.25	1551.75	1597.50	1710.00	1847.25	1882.50	1910.25
	YEAR	36660.00	37693.50	38454.00	39604.50	40345.50	41535.00	44460.00	48028.50	48945.00	49666.50
32	HOUR	19.91	20.52	20.91	21.56	21.95	22.65	24.21	26.14	26.58	26.95
	BI-WEEKLY	1493.25	1539.00	1568.25	1617.00	1646.25	1698.75	1815.75	1960.50	1993.50	2021.25
	YEAR	38824.50	40014.00	40774.50	42042.00	42802.50	44167.50	47209.50	50973.00	51831.00	52552.50
33	HOUR	21.10	21.75	22.14	22.80	23.27	23.94	25.60	27.72	28.17	28.53
	BI-WEEKLY	1582.50	1631.25	1660.50	1710.00	1745.25	1795.50	1920.00	2079.00	2112.75	2139.75
	YEAR	41145.00	42412.50	43173.00	44460.00	45376.50	46683.00	49920.00	54054.00	54931.50	55633.50

BASED ON A 37.5 HOUR WORK WEEK