

7356

12/31/97

**AGREEMENT**

between

**THE GOGEBIC COUNTY BOARD OF COMMISSIONERS**

AND

**GOGEBIC COUNTY COURTHOUSE EMPLOYEES' CHAPTER**

**Local #992**

**Michigan Council #25**

**AFSCME, AFL-CIO**

*Gogebic County*

**Effective: January 1, 1996**

**Expiration: December 31, 1997**

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## **AGREEMENT**

This Agreement entered into on this first day of January, 1996, between the Gogebic County Board of Commissioners (hereby referred to as the "Employer") and Local #992, affiliated with the International Union of the American Federation of State, County and Municipal Employees and Council #25, AFL-CIO (hereinafter referred to as the "Union").

**NOTE:** (The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

### **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 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 in 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 for the term of this Agreement of all employees of the Employer included in the bargaining unit, excluding elected officials, supervisors, temporary employees, court employees, airport employees, Emergency Service Director, as defined in the Act.

### **ARTICLE 2. AID TO OTHER UNIONS**

The Employer will not aide, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

### **ARTICLE 3. 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 charges 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 one hundred eighty (180) 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 one hundred eightieth (180th) day following the beginning of their employment in the unit.

### **ARTICLE 4. 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 paragraph 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 thirty (30) days immediately 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 for the local union. Each employee and the Union hereby authorize the Employer to rely upon the honor certifications by the Secretary/Treasurer of the adopting action specifying such amounts of Union dues and/or initiation fees.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) See attached.
- (e) The Union and/or its members defined in this Agreement agree to hold harmless the Employer and the Employer's agents for any liability that may result from the Employer complying with Articles 4, 5, and 6 of this Agreement.

## **ARTICLE 5. 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 paragraph 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 thirty (30) days immediately prior to expiration of this contract. The termination notice must be given to both the Employer and to the Union.
- (b) The amount of such representation fee will be determined as set forth in Article 3 of this contract.
- (c) The Employer agrees to provide this service without charge to the Union.
- (d) See attached "Authorization Form".

## **ARTICLE 6. 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 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 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 financial officer 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 month's remittance of dues.
- (d) Any dispute arising as to an employee's membership in the Union shall be reviewed by the designated representative of the Employer and a representative of the local Union, and if not resolved, may be decided at the final step of the grievance procedure.

## ARTICLE 7. DEFINITION OF TERMS USED IN THIS AGREEMENT

- (a) "Employer" shall mean the Gogebic County Board of Commissioners.
- (b) "Employees" shall mean the entire work force of all Gogebic County General Fund Departments, except those specifically excluded by the terms of this contract and as per Article 1, Recognition.
- (c) "Union" shall mean Local #992, American Federation of State, County and Municipal Employees, Council #25, AFL-CIO.
- (d) "Seniority" shall mean the length of service with the County from the date of hire, regardless of the department in which the service was performed.
- (e) "Probation" shall mean service time with the County required to establish qualifications from permanent employment as per terms of this agreement.
- (f) "Layoff" shall mean a reduction in the work force due to a decrease of work or funding.
- (g) "Regular full time employee" is one who works a regular workweek of 35 or 40 hours.
- (h) "Part-time employee" is one who works less than 35 or 40 hours per week, but not less than 17 1/2 hours per week.
- (i) "Temporary employee" is one who will be employed for a specific amount of time, which has been already determined prior to the individual being hired, not to exceed twelve (12) months.
- (j) "Immediate supervisor" shall mean all appointed, or elected officials who serve in the capacity of a full time department head, specifically, Administrator, Prosecuting Attorney, Treasurer, Clerk/Register of Deeds, Equalization Director, and Cooperative Extension Director.
- (k) "Grievance" shall mean alleged violation as to the application and interpretation of an article in the collective bargaining Agreement.
- (l) "Employer's Designated Representative" shall mean County Administrator.
- (m) "Discipline" shall mean action taken by the Employer to correct or punish an employee's conduct or job performance as outlined by this Agreement.
- (n) "Discharge" shall mean action taken by the Employer to release or dismiss an employee from County Service.
- (o) "M.E.R.C." shall mean the Michigan Employment Relations Commission.

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.
- or
- An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_

By: PLEASE PRINT

FIRST NAME											INITIAL	
LAST NAME												
STREET NUMBER				STREET NAME AND DIRECTION								
CITY						ZIP CODE						
AREA CODE			TELEPHONE				CLASSIFICATION					

SIGNATURE

EMPLOYER'S COPY



DATE

## **ARTICLE 8. STEWARDS AND ALTERNATE STEWARDS**

One (1) Steward. The Steward or his alternate, during their working hours, without loss of time or pay, shall investigate and present grievances to the Employer.

Identification of Union Representatives. The Employer shall be informed in writing of the names of the Chapter Chairperson, Steward, Secretary, members of the collective Bargaining committee, the Staff Representative of the Union and any changes to such individuals.

## **ARTICLE 9. SPECIAL CONFERENCES.**

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between at least two (2) representatives of the Union and two (2) representatives of the Employer. 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 conferences shall be confined to those included in the agenda.

Conferences shall be held between the hours of 9:00 a.m. and 4:00 p.m. The members of the Union shall not lose time or pay for time spent in such special conferences. This meeting may be attended by a representative of the council and/or a representative of the International Union.

- (b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half (1/2) hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## **ARTICLE 10. GRIEVANCE PROCEDURE (Time of Answers)**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of an article in this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within twenty (20) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to it, in writing, by the Union.

**STEP (1)** Any employee having a grievance shall present it to the Employer as follows:

- (a) If an employee feels he has a grievance, he shall discuss the grievance with the steward.
- (b) The steward shall discuss the grievance with the immediate supervisor.
- (c) If the matter is thereby not disposed of, it will be submitted in written form by the steward to the immediate supervisor. Upon receipt of the grievance, the supervisor shall sign and date the steward's copy of the grievance.



- (d) The immediate supervisor shall give his answer to the steward within seven (7) working days of receipt of the grievance.

**STEP (2)** If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Employer's designated representative within seven (7) working days after the immediate supervisor's response is due. The Employer's designated representative shall sign and date the steward's copy. The Employer's designated representative shall respond to the steward in writing within seven (7) working days of receipt of the grievance.

**STEP (3)** If the grievance remains unsettled it shall be presented by the Chapter Chairperson, in writing, to the Chairman of the County Board within seven (7) working days after the response of STEP (2) is due. The Chairman of the County Board shall sign and date the Chapter Chairperson's copy. The Employer shall respond in writing to the Chapter Chairperson within seven (7) working days after their next regular scheduled meeting.

**STEP (4)**

- (a) If the answer at STEP (3) is not satisfactory, and the Union wishes to carry it further, the Chapter Chairperson shall refer the matter to Council #25.
- (b) In the event Council #25 wishes to carry the matter further, it shall, within thirty (30) calendar days from the date of the Employer's answer at STEP (3) meet with the Employer for the purpose of attempting to resolve the dispute(s). If the dispute(s) remain unsettled, and the Council wishes to carry the matter(s) further, Council #25 shall file a Demand for Arbitration in accordance with the Michigan Employment Relations Commission's (MERC) Rules and Procedures, within 30 working days of the response in Step #4.
- (c) The arbitration proceeding shall be conducted by an arbitrator to be selected from a list of three (3) arbitrators provided by M.E.R.C. The Employer and the Union will each strike one name from the list thereby leaving the name of one arbitrator who will serve.
- (d) The decision of the arbitrator shall be final and binding on both parties.
- (e) Expenses for the arbitrator's services and the proceedings shall be borne equally by the Employer and the Union.
- (f) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be cancelled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) working days from the date of withdrawal, the grievance shall not be reinstated. When one or more grievances involve a similar issue, those grievances may be withdrawn without prejudice pending the disposition of the appeal of the representation case. In such event, the withdrawal without prejudice will not affect financial liability.

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

#### **ARTICLE 11. DISCHARGE AND DISCIPLINE**

- (a) Notice of Discharge or Discipline. The Employer agrees, upon the discharge or discipline of an employee, to notify, in writing, the employee and his steward of the discharge or discipline. Said written notice shall contain the specific reasons for the discharge or discipline.
- (b) The discharged or disciplined employee will be allowed to discuss his discharge or discipline with his steward and the Employer will make available a meeting room where he may do so before he is required to leave the property of the Employer. Upon request, the Employer or his designated representative will discuss the discharge or discipline with the employee and the steward.
- (c) Appeal of Discharge or Discipline. Should the discharged or disciplined employee and/or the steward consider the discharge or discipline to be improper, it shall be submitted to the final step of the grievance procedure.
- (d) Use of Past Record. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

#### **ARTICLE 12. SENIORITY (Probationary Employees)**

- (a) New employees hired in the unit shall be considered as probationary employees for the first one-hundred eighty (180) calendar days of their employment. The one-hundred eighty (180) calendar days' probationary period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period by accumulating one-hundred eighty (180) calendar days of employment within not more than one (1) year, he shall be entered on the seniority list of the unit and shall rank for seniority from the day one-hundred eighty (180) calendar days prior to the day he completes the probationary period. There shall be no seniority among probationary employees.
- (b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Section (I) of this Agreement except discharged or disciplined employees for other than Union activity.
- (c) Seniority shall be on an Employer-wide basis in accordance with the employee's last date of hire.

### **ARTICLE 13. SENIORITY LISTS**

- (a) Seniority shall not be affected by the race, sex, marital status, or dependents of the Employee.
- (b) The seniority list on the day of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.
- (c) The Employer will keep the seniority list up-to-date at all times and will provide the local Union membership with up-to-date copies at least once a year if requested.
- (d) The Employer shall have two (2) seniority lists; one (1) for full-time employees and one (1) for part-time employees. An employee transferring from full-time to part-time shall carry all his/her seniority. An employee transferring from part-time to full-time shall carry one-half (1/2) of his or her seniority. Vacancies or new positions in either list shall be filled from employees on that list first; if not filled from the list, then employees from the other list can bid.

### **ARTICLE 14. LOSS OF SENIORITY**

An employee shall lose his seniority for the following reasons only:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for three (3) consecutive working days without notifying the Employer. In proper cases, exceptions shall be made. After such absence, the Employer will send written notification to the employee at his last known address that he has lost his seniority and his employment has been terminated. If the disposition made of any such cases is not satisfactory, the matter may be referred to the grievance procedure.
- (d) If he does not return to work when recalled from layoff as set forth in the recall procedure. The Employer will determine if exceptions will be made in proper cases subject to the employee's right to grieve. Any grievance action initiated would begin at STEP (4) of the grievance procedure.
- (e) Return from sick leave and leaves of absence will be treated the same as "c" above.

### **ARTICLE 15. SHIFT PREFERENCE**

Shift preference will be granted on the basis of seniority within the job classification.

## **ARTICLE 16. SENIORITY OF CHAPTER CHAIRPERSON AND STEWARD**

Notwithstanding their position on the seniority lists, Chapter Chairperson and Steward shall, in the event of a layoff of any type, be continued at work as long as there is a job in the district which they can perform and shall be recalled to work in the event of a layoff on the first open job in the district which they can perform.

## **ARTICLE 17. SUPPLEMENTAL AGREEMENTS**

- (a) All proposed supplemental agreements shall be subject to good faith negotiations between the Employer and the Union. They shall be approved or rejected within a period of ten (10) days following the conclusion of negotiations.
- (b) If any section, sentence, clause, phrase, or article of this Agreement is held to be inoperative, void, or invalid by state or federal law, all remaining provisions of the agreement shall not be affected thereby.

## **ARTICLE 18. LAYOFF DEFINED**

- (a) If it becomes necessary for a layoff, the following procedure will be mandatory:  

Probationary employees will be laid off first. Seniority employees will be laid off in inverse order, according to seniority as defined in Article 13 and Article 16.
- (b) Employees to be laid off for an indefinite period of time will have at least seven (7) calendar days' notice of layoff. The local Union secretary shall receive a list from the employer of the employees being laid off on the same date the notices are issued to the employee.
- (c) Except in a case where the Employer has a financial problem within a specific department. In that event the Employer shall be allowed to lay off employee(s) in that department. These employee(s) shall have the right to "bump" any employee(s) of lesser seniority, provided the employee(s) meet the minimum requirements for the job. The employee(s) who were "bumped" would then have the same option of bumping someone of lesser seniority and so on down the line. The Prosecuting Attorney, as co-employer, reserves the right to accept or reject any employee(s) desiring to "bump" into the Prosecuting Attorney's office.
- (d) In the event the laid off employee notifies the Employer of their intention to bump upward, such employee shall be required to be tested by an independent unit, for the position in which they wish to bump. If the testing cannot take place before the employee's layoff becomes effective, the employee shall remain in their current position until the testing can be accomplished and the results become known by the parties involved.

## **ARTICLE 19. RECALL PROCEDURE**

- (a) When the working force is increased after a layoff, employees will be recalled according to seniority, as defined in Section 13 (c), and 16. Notice of recall shall be sent to the employee at his last-known address by registered or certified mail. If an employee fails to report for work within ten (10) working days from date of mailing or notice of recall, he shall be considered a quit.
- (b) The Prosecuting Attorney, as co-employer, reserves the right to accept or reject any employee(s) who may be recalled into the Prosecuting Attorney's office.
- (c) The employee who is on layoff shall not be recalled after 2 years.

## **ARTICLE 20. TRANSFERS**

- (a) **Transfer of Employees.** If an employee is transferred to a position under the Employer not included in the unit and is thereafter transferred again to a position within the unit, within a six (6) month period, he shall have accumulated seniority under the above circumstances shall retain all rights accrued for the purpose of any benefits provided for in this agreement.
- (b) Employees who leave a bargaining unit position to accept an elected position (County, State or Federal) shall be considered a quit under the terms of this Agreement.
- (c) The Employer agrees that in any movement of work not covered above in Article 21 (a) and (b), he will discuss the movement with the Union in order to provide for the protection of the seniority of the employees involved.

## **ARTICLE 21. PROMOTIONS**

- (a) Promotions within the bargaining unit shall be made on the basis of seniority and qualifications. Job vacancies and newly created positions will be posted for a period of seven (7) calendar days setting forth the minimum requirements for the position in a conspicuous place in each building. Employees interested, shall apply within the seven (7) calendar day posting period. Minimum requirements will be determined by testing by an independent unit. All new employees will also be tested by an independent unit prior to beginning county employment. Minimum requirements will be established by each department head in relation to the work required. The senior employee applying for the promotion and who meets the minimum requirements shall be granted a four (4) week trial period will determine:
  1. His desire to remain on the job.
  2. His ability to perform the job.

In the event the senior applicant, who meets minimum requirements, is denied the

promotion, reasons for denial shall be given in writing to such employee's steward. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the grievance procedure.

- (b) During the Four (4) week trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reasons shall be submitted to the Union in writing by the Employer with a copy to the employee. The matter may then become a proper subject for the second step of the grievance procedure.
- (c) During the trial period, employees will receive the rate of the job they are performing. Employees moving into a new classification shall be placed on the wage scale in the next step that would reflect an increase in wages. They will then follow the remainder of the steps in that classification.
- (d) Employees required to work in a higher classification shall be paid the rate of the higher classification.
- (e) This article shall not apply to vacancies in the Chief Deputy Clerk, Chief Deputy Register of Deeds and Chief Deputy Treasurer's position, and employees in the Prosecutor's Office.

#### **ARTICLE 22. VETERAN'S LAW**

Re-employment rights of veterans shall be in compliance with all applicable laws and regulations.

#### **ARTICLE 23. EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS**

- (a) Employees who are reinstated in accordance with the Universal Military Training Act, as amended, and other applicable laws and regulations, will be granted leaves of absence for a period not to exceed a period equal to their seniority in order to attend school full time under applicable federal laws in effect on the date of this Agreement.
- (b) Military Training or Emergency Duty Leave. Employees required to perform active duty for training or to perform emergency duty in any reserve component of the Armed Forces of the United States or National Guard shall be granted a leave of absence without pay for the period of such training or emergency duty upon request and the presentation of the proper documentation from the employee's Commanding Officer. The provisions of this Section do not apply to an employee's initial period of active duty for training.

## ARTICLE 24. LEAVE OF ABSENCE

Leaves of absence for reasonable periods not to exceed one (1) year will be granted without loss of seniority for:

1. Serving in any elected Union position.
2. Maternity leave as defined by existing state or federal law.
3. Illness leave (physical or mental) after sick leave has been exhausted.
4. Serving in an appointed position with the Council or International Union.
5. Prolonged illness in the immediate family after sick leave has been exhausted.

Such leave may be extended for like cause by the Employer.

Fringe benefits will not accrue while on any unpaid leaves except as required by State or Federal Law.

## ARTICLE 25. LEAVE FOR UNION BUSINESS

- (a) Members of the Union elected to attend a function of the International Union, such as conventions or educational conferences, shall be allowed time off without loss of time or pay to attend such conferences and/or conventions, but not to exceed two (2) days.

## ARTICLE 26. SICK LEAVE

- (a) Allowance

An employee shall be entitled to sick leave with pay of one (1) day for each completed monthly period of service. No sick leave shall be earned by an employee during a leave of absence without pay.

- (b) Accumulation

Earned sick leave shall be unlimited.

- (c) Utilization

An employee may utilize his sick leave allowance, upon approval of the employing department, for absence due to illness, injury, exposure to contagious disease which might endanger the health of other employees, or for absences due to illness, injury or death of others as specified below:

1. **Illness or Injury:** Sick leave may be utilized by an employee in the event of his illness or injury, or for illness or injury in his immediate family which necessitates his absence from work. Immediate family in such cases shall include the employee's spouse, children, parents or foster parents, parents-in-law, brothers, sisters, and any person(s) for whose financial or physical care he is principally

responsible (as defined as a dependent under the IRS rules).

2. **Appointments:** Sick leave may be utilized by an employee for medical appointments to the extent of time required to complete such appointments.
3. **Pregnancy:** Shall be in accordance with the law.

(d) Proofs

An immediate supervisor may request a statement from the attending physician whenever the employee has been off work due to his sickness or accident from three (3) or more consecutive days, or when the claim for sick leave pay is for the days before or the day after an employee's assigned "days off" in his work schedule, his vacation period or one of the holidays observed by the Employer.

(e) Advances

Sick leave shall NOT be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future leave credits. In such cases, payroll deductions for the time lost shall be made for the pay period in which the absence occurred.

(f) Disability Payments

In cases of work-incapacitating injury or illness for which an employee is, or may be, eligible for work disability benefits under the Michigan Worker's Compensation Law, such employee, with the approval of the immediate supervisor, shall be allowed to utilize his sick leave to the extent of the difference between such disability payments and the employee's regular salary or wages.

(g) Payments on Separation from County Service

Employees leaving County service shall receive cash payments, at the current rate, in lieu of unused sick leave credits, according to the conditions of their separation from County service, as follows:

1. **At normal retirement age:** One leaving County service at normal retirement age, as defined in the Gogebic County Employee's Retirement Ordinance, to accept a retirement allowance, such employees shall receive a cash payment of one-half of all accumulated sick days at \$50 per day with an 80 day maximum payout.
2. **At death, while in County service:** In case of the death of a County employee, a cash payment equivalent to, one-half of all accumulated sick days at \$50 per day with an 80 day maximum payout, shall be made to his beneficiary, as designated in the records of the retirement system, or, if there is no such designated person or persons, then to his legal representative, or the person accepting responsibility for burial expenses which exhausts his/her accumulation.



3. On discharge from County service: In case a County employee is discharged from County service for reasons other than the improper conduct or acts or omissions of, the employee shall receive a cash payment equivalent to one-half of all accumulated sick days at \$50 per day with an 80 day maximum payout of sick leave standing to his credit at such time which exhausts his/her accumulation.
4. Voluntary separation from service: Any County employee who leaves County service of his own volition or is discharged from cause shall not receive any such payments in lieu of unused sick leave, but such sick leave credits as may be standing to his credit at the time of such separation shall be forfeited.

#### **ARTICLE 27. FUNERAL LEAVE**

For each single or mass occurrence, an employee shall be allowed three (3) consecutive working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is 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, daughter-in-law, son-in-law, grandparents and grandchildren.

Individuals must attend funeral in order to be eligible for utilizing funeral leave days.

Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay, not to be deducted from sick leave. The Chapter Chairperson, or his representative, shall be allowed one (1) funeral leave day with pay in the event of a death of a member of the Union who is a member of the bargaining unit, for the exclusive purpose of attending the funeral.

#### **ARTICLE 28. PERSONAL LEAVE**

During the contract year, all employees shall receive two (2) days as personal leave not to be deducted from sick leave or vacation days. Personal leave days shall not accumulate from year to year. Personal leave days cannot be taken in increments of less than one half (1/2) days.

#### **ARTICLE 29. WORKING HOURS**

- (a) Working hours in the Courthouse shall consist of seven (7) hours per day, Monday through Friday.
- (b) One (1) hour off for lunch, not to be included in the seven (7) hour period.

- (c) Employees may take a fifteen (15) minute coffee break in the a.m. and also a fifteen (15) minute coffee break in the p.m.
- (d) Employees called out to work outside their normal work hours shall be guaranteed a minimum three (3) hours pay.

**ARTICLE 30. SHIFTS**

- (a) Employees will be guaranteed a regular shift. A regular shift shall not exceed seven (7) hours per day for Courthouse employees.
- (b) Time and one-half shall be paid for all hours in excess of forty (40) hours in one (1) week.

**ARTICLE 31. HOLIDAY PROVISIONS**

- (a) On the following holidays all regular full time and regular part-time employees shall be paid based on their regular scheduled work day:

New Year's Day	Labor Day
Martin Luther King Day	Veterans Day
President's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	1/2 day on Christmas Eve Day
Fourth of July	Christmas Day

- (b) Employees will be paid their current rate based on a regular working day for said holidays. If employees covered by this agreement work on any above stated holidays, the employee(s) shall be paid time and one-half for all hours worked in addition to the regular holiday pay.
- (c) If any of the holidays hereinbefore designated falls on a Saturday, the preceding Friday shall be allowed, and whenever one of these holidays falls on Sunday, the subsequent Monday shall be allowed.

**ARTICLE 32. VACATION ELIGIBILITY**

Employees shall be entitled to paid vacations as follows:

- (a) For one (1) year of service, they will receive five (5) days of vacation.
- (b) For two (2) years of service, they will receive ten (10) days of vacation.
- (c) After two (2) years of service, an employee shall receive one (1) additional day per year vacation for each year over two (2) to a maximum of twenty-five (25) days' vacation.

### **ARTICLE 33. VACATION PERIOD**

- (a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operations of the department concerned.
- (b) Vacations will be taken in increments of not less than one-half day. Vacations may be split into one or more weeks, providing such scheduling does not drastically interfere with the operation.
- (c) When a holiday is observed by the Employer during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.
- (d) A vacation may not be waived by an employee and extra pay received for work during that period.
- (e) If an employee becomes ill and is under the care of a licensed physician, during his vacation, his vacation will be rescheduled. In the event his incapacity continues through the year, he will be awarded payment in lieu of vacation.
- (f) Employees will be credited with their earned vacation on the anniversary date of their employment. Vacations shall be taken within one (1) year after the anniversary date or the vacation days will be forfeited.

### **ARTICLE 34. PAY ADVANCE**

- (a) If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation. Should an employee change his vacation, he must make a request for his check two (2) weeks before leaving if he desires to receive it in advance.
- (b) If an employee is laid off or retired, 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.
- (c) Rate during vacation: 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 35. UNION BULLETIN BOARDS**

The Employer will provide bulletin boards in each building which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events;
2. Notices of elections;

3. Notices of results of elections;
4. Notices of meetings.

### **ARTICLE 36. JURY DUTY**

An employee who serves on jury duty will be paid the difference between his pay for the jury duty and his regular pay provided that jury duty falls on the employee's designated work schedule.

### **ARTICLE 37. HOSPITALIZATION AND MEDICAL AND DENTAL COVERAGE**

- (a) The Board of Commissioners agrees to pay the full premium for hospitalization/medical coverage for the contract year of 1996 and be capped at that rate. For the contract year 1997 the cap shall be increased to cover any increase for that contract year (Hospitalization shall then have a cap at the 1996 and 1997 rate respectively).
- (b) In the event an employee is already insured, the Employer shall pay, in lieu of insurance, fifty (\$50.00) dollars per month for single, seventy-five (\$75.00) for 2-person and one hundred (\$100.00) for family.
- (c) Part-time employees hired after January 1, 1976 will receive five (\$5.00) per month in lieu of hospitalization insurance.
- (d) Starting January 1, 1996, each full time employee shall receive annually up to two hundred (\$200) for optical reimbursement for employee, spouse or dependents upon presentation of bills of optical related purchases presented to the Gogebic County Clerk/Register.

#### Under Blue Cross Certificates:

1. Comprehensive Hospital Care Certificate 0959-7 which is the inpatient hospital days, treatment rooms, lab and pathology, radiology, maternity care, substance abuse treatment outpatient services, physical therapy and emergency room.
2. Blue Cross Complimentary Group benefit Certificate 2017-2 which is for members who are eligible for Medicare: this certificate is designed to extend and fill-in gaps in the Medicare program.

#### Under Blue Cross Riders:

1. D45NM 2288-9 which increases the maximum number of inpatient hospital care benefits for pulmonary tuberculosis and nervous/mental conditions for 30 to 45 days.
2. GCP-D 2014-0 which is the same as above for members who are on Medicare.
3. HCB-I 7021-1 which is for hospice care benefits.

Under Blue Shield Certificates:

1. PSG Certificate Preferred Group Benefit Certificate 1879-6 which includes all of the basic benefits for medical surgical care.
2. Blue Shield 65 G 1 Certificate 0783-5 which is the complimentary coverage for members of Medicare for medical and surgical care.
3. Prescription Drug Group Benefit Certificate PD \$5.00 9560 which is prescription drugs with a \$5.00 co-pay, to include Preferred RX 3607.
4. Group Dental Certificate Comprehensive Preferred Plan 4677-1 which is the dental plan.

Under Blue Shield Riders:

1. ML 1892-0 which waives the member liability of \$5.00 or 10% for diagnostic laboratory, radiology, pathology and EKGs.
2. DC 4656 which is dependent children rider. It is the continuation of group coverage of children from ages 19-25 who meet the certain eligibility requirements. Employees covered by full family regular (or existing family continuation) will pay \$15.00 per month towards rider by payroll deduction.
3. CR-25-50-50 4678-9 which is dental benefits.
4. MBL-1000 4684-7 which is member liability for dental services.
5. CDC-FC 4692-0 which is the continuation of dental coverage for dependent children.
6. 7562 RM rider, which is the routine mammogram.
7. 4832-2 RPS rider, which is the routine pap smear.

Under Blue Cross and Blue Shield Certificates:

1. Master Medical Supplemental Benefit Certificate-Coverage Plan Option III 4793-6 which is Master Medical benefits.
2. Master Medical 65 Certificate 2258-2 which is Master Medical benefits for members with Medicare.

Under Blue Cross and Blue Shield Riders:

1. SAT II 4081-6 which is substance abuse.

2. GPC-SAT II 4087-3 which is a rider for substance abuse treatment for members with Medicare
3. SOT-PE 9909-3 which is specified organ transplants.
4. COB-3-0540-5 which is a coordination of benefits rider.
5. MMC-PD 4786-0 which is the exclusion of benefits for prescription drugs under the Master Medical.
6. PD-MAC 5013-8 which provides benefits for the dispensing of generic equivalent prescription drugs instead of more costly brandname medications.
7. PRE-100/20 7107-7 which is predetermination of hospital benefits.
8. GLE-1 9930-9 which is the general limitations and exclusions rider, excluded benefits for care, devices, services, or supplies, that are considered experimental or research in nature.
9. DRI-275 5067-4 which is a deductible program in which Blue Cross/Blue Shield will pay the reasonable charges for all services covered by the plan after meeting the required calendar year deductible of \$275 for one person or \$550 per family, which in the case of Gogebic County, the employer pays the deductible.

#### **ARTICLE 38. EQUALIZATION OF OVERTIME HOURS**

Overtime hours shall be divided as equally as possible among employees in the same classification within the department. An up-to-date list showing overtime hours will be posted weekly in a prominent place in each building.

Whenever overtime is required, the person with the least number of overtime hours in the classification within their building will be called first and so on down the listing, in an attempt to equalize the overtime hours.

For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during the call-out period (two [2] hour minimum, excluding the courthouse custodian.

Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

#### **ARTICLE 39. PAY PERIOD**

Paydays shall be biweekly.

## **ARTICLE 40. EMPLOYER'S RIGHTS CLAUSE**

The Gogebic County Board of Commissioners, on its own behalf and on behalf of the electors of Gogebic County, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. Exclusive management and control of the governmental system, its property, facilities, operations and affairs.
2. To hire employees; determine their qualifications, dismissal, demotion, suspension or layoff; to determine the number and scheduling of all employees; to promote or transfer all employees; to determine the size of the working force; and to assign duties to and direct all employees.
3. To make and change rules and regulations not inconsistent with the terms and provisions of this Agreement.
4. To determine services, supplies and equipment; to determine all methods and means of distributing, disseminating or selling its services, methods, scheduling and standards of operation; to determine the means, methods and processes of carrying on its services and duties; and to determine any changes in all of the preceding, including innovative programs and practices.
5. To determine the number and location or relocation of its facilities.
6. To determine all financial practices and policies, including all accounting procedures and all matters pertaining to public relations of the County.
7. To determine the size of the management organization, its functions, authority, amount of supervision and table of organization.
8. To take disciplinary action against employees for violations of said Agreements.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the County Board of Commissioners, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the Constitution and laws of the State of Michigan and the United States.

#### **ARTICLE 41. UNION MEETINGS**

The Employer will allow up to four (4) union meetings per year. These meetings may be scheduled for 4:00 P.M. and employees may attend these meetings, provided the offices are properly staffed and remain open to the public. All other union meetings will be on the employee's own time.

#### **ARTICLE 42. PRORATION OF PART-TIME EMPLOYEES**

A regular part-time employee will obtain seniority or years of service with respect to sick leave accumulation, vacation days, personal leave days, increment increases, cost of living, holiday pay, and hospitalization on a prorated basis. Prorated basis shall mean the percentage or ratio of hours worked when compared to full time employee's pay check with the Employer paying the remaining half of hospitalization charges if employees wish to carry the hospitalization plan. Applied to new hires after 1/1/90. Grandfather all existing employees as of 12/31/89.

#### **ARTICLE 43. TERMINATION AND MODIFICATION**

This Agreement shall continue in full force and effect until December 31, 1997.

- (a) If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to the termination date, this Agreement shall continue in effect from year to year thereafter, subject to notice of termination by either party on sixty (60) days' written notice prior to the current year's termination date.
- (b) If neither party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment or amendments.

If notice of amendment of this Agreement has been given in accordance with the paragraph, this Agreement may be terminated by either party on (10) days' written notice of termination. 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.

- (c) 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 Michigan Council #25, 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer to the Board of Commissioners, Bessemer, Michigan 49911; or to any such address as the Union or the Employer may make available to each other.



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

**LOCAL #992, AFFILIATED WITH MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO;**

**THE GOGEBIC COUNTY BOARD OF COMMISSIONERS;**

George Mayer

Gavin Amou

Colleen Kichak

Roger Arno

Council #25, AFSCME, AFL-CIO

James Roberts

John Lemuski

Paul Brown

County Clerk

Deron Hallberg

County Treasurer

Wayne M. Groat

County Prosecutor

## APPENDIX A

### CLASSIFICATIONS AND RATE OF PAY / RETIREMENT

- (a) All classifications of employees in existence at the time of the execution of this Agreement shall remain in effect during the term of this Agreement unless changed by mutual consent of the parties hereto.
- (b) Wage schedule as follows: (see attached)
- (c) Afternoon shift shall receive fifteen (15) cents per hour as a shift differential.
- (d) Employees will be granted incremental increases as outlined in this Appendix upon the written notification of the Department Head and approval of the Gogebic County Board of Commissioners. In the event the Department Head fails to notify the Gogebic County Board of Commissioners, the reasons for such action shall be stated in writing to the employee. If such reason is not satisfactory to the employee, the Union shall make an appeal to the Gogebic County Board of Commissioners within five (5) working days. A meeting between the parties shall be held within ten (10) working days after the notice of appeal, to discuss the matter. If the matter is not resolved, it shall be submitted to an arbitrator.

#### RETIREMENT:

The pension provisions now in effect for employees covered by this Agreement shall be continued, and effective January 1, 1992, the employer pays employees full retirement.

This pension multiplier will be increased to 2.0 effective 1/1/96.

Pertaining to the retirement provision, all new hires as of 1/1/94 will pay three (3) percent of the first \$4,200 earned and five (5) percent of the remainder for a period of five (5) years.

On the retirement provision, the computation of the employee's final average from five (5) out of the last ten (10) years to three (3) out of the last ten (10) years.

**GOGEBIC COUNTY UNION WAGE WORKSHEET**

**EFFECTIVE 1/1/96 WAGE INCREASE 4%**

**EFFECTIVE 1/1/97 WAGE INCREASE 3%**

**PAY GRADE 02**

YEAR	START	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR
1996	\$7.66	\$8.01	\$8.35	\$8.68	\$9.04
1997	\$7.89	\$8.25	\$8.60	\$8.94	\$9.31

**PAY GRADE 03**

YEAR	START	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR
1996	\$7.88	\$8.23	\$8.60	\$8.94	\$9.30
1997	\$8.12	\$8.48	\$8.86	\$9.21	\$9.58

**PAY GRADE 04**

YEAR	START	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR
1996	\$8.31	\$8.72	\$9.13	\$9.59	\$ 9.96
1997	\$8.56	\$8.98	\$9.40	\$9.88	\$10.26

**PAY GRADE 06**

YEAR	START	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR
1996	\$8.57	\$8.99	\$9.40	\$ 9.82	\$10.23
1997	\$8.83	\$9.26	\$9.68	\$10.11	\$10.54

**PAY GRADE 07**

YEAR	START	SIX MONTH	ONE YEAR	TWO YEAR	THREE YEAR
1996	\$9.00	\$9.45	\$ 9.90	\$10.35	\$10.80
1997	\$9.27	\$9.73	\$10.20	\$10.66	\$11.12

## APPENDIX B

### LONGEVITY

<b>AFTER:</b>	5 Years	\$133.00
	10 Years	\$242.00
	15 Years	\$342.00
	20 Years	\$442.00
	25 Years	\$542.00

## APPENDIX C

### FAMILY AND MEDICAL LEAVE

Employees who have been employed for at least 12 months and have been employed for at least 1,250 hours of service during the immediately preceding 12 month period are eligible for leaves of absence for any one, or more, of the following reasons:

1. The birth of a son or daughter, and to care for the newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. To care for the employee's spouse, son, daughter, or parent with a serious health condition; and
4. Because of a serious health condition that makes the employee unable to perform the functions of his or her job.

An eligible employee is entitled to a total of 12 workweeks of leave during a "rolling" 12-month period measured backward from the date an employee uses any leave.

Employees desiring leaves of absence under this section shall provide written notice to the Employer setting forth the reasons for the requested leave, the anticipated start date of the leave, and its anticipated duration. A request for leave to care for the employee's spouse, son, daughter, or parent with a serious health condition, or due to the employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, must be supported by a certification issued by the health care provider of the employee or the employee's ill family member. If the Employer has reason to doubt the validity of a medical certification, it may require the employee to obtain a second opinion at the Employer's expense from a health care provider of its choice. If the opinions of the employee's and the Employer's designated health care providers differ, the employer may require the employee at the Employer's expense to obtain certification from a third health care provider designated or approved jointly by the Employer and the employee. The Employer may request recertification at any reasonable interval.

Employees on leaves of absence under this section shall be paid in accordance with the following:

1. In stances where the leave is needed due to the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied in the following order:
  - (a) Paid sick leave
  - (b) Paid personal leave
  - (c) Paid vacation
  
2. In stances where the leave is needed for reasons other than the employee's own serious health condition, the leave shall be with pay as long as the employee has available accrued paid leave days. These paid leave days shall be applied to the following order:
  - (a) Paid personal leave
  - (b) Paid vacation

As a condition of the leave, employees must utilize available paid leave in the order set forth above and cannot elect to have unpaid leave in order to retain paid leave for use at other times. Upon the exhaustion of accrued paid leave days, the remainder of the leave shall be without pay. While on leave, an employee's coverage under any group health plan shall be continued on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period.

On return from leave, an employee shall be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment, unless the employee is no longer qualified for the position because of their physical or mental condition or the failure to maintain a necessary license or certification. Employees whose leave was occasioned by a serious health condition that made the employee unable to perform their job are required to obtain and present certification from the health care provider that they are fit for duty and able to return to their work. This certification must be provided at the time the employee seeks reinstatement at the end of the leave, and the employer may deny restoration until satisfactory certification is provided.

The provisions of this section are supplemented by the County's Family and Medical Leave policy, and are further explained by the Family and Medical Leave Act of 1993 (FMLA) and the regulations promulgated under that act.



LETTER OF ADDENDUM  
BETWEEN  
GOGEBIC COUNTY BOARD OF COMMISSIONERS  
AND  
GOGEBIC COUNTY COURTHOUSE EMPLOYEE'S CHAPTER  
LOCAL 992 MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO

Position and Paygrade Change

Effective 4/3/95, Dolores Swanson's paygrade will change from a typist clerk (02) to a secretary (03). Her anniversary date will remain the same as well as the increments will continue as per the Union contract.

Effective 4/3/95, Linda Gustafson will change her full time secretary (03) position duties to half time secretary (03) and half time accounts processor (06). Her anniversary date is to remain the same as well as the increments will continue as per the Union contract.

UNION

EMPLOYER

George Mayer

Stephen Adams  
Chairman, Personnel &  
Negotiations

Jennie Brown

John Lundberg  
Chairman, County Board

Colleen Kichak

Dawn Hurd  
County Treasurer

Dolores Swanson

Joanne E. Puklaja  
Extension Director

Roger Smith

Roy J. Ben  
Clerk/Register



LETTER OF ADDENDUM  
BETWEEN  
GOGEBIC COUNTY BOARD OF COMMISSIONERS  
AND  
GOGEBIC COUNTY COURTHOUSE EMPLOYEE'S CHAPTER  
LOCAL 992 MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO

Position and Paygrade Change

Effective 3/28/96, Carol Johnson's paygrade will change from a typist clerk (02) to a secretary (03). Her anniversary date will remain the same as well as the increments will continue as per the Union contract.

Effective 3/28/96, Colleen Kichak's paygrade will change from a typist clerk (02) to a secretary (03). Her anniversary date will remain the same as well as the increments will continue as per the Union contract.

Effective 3/28/96, Eugene Johnson's paygrade will change from a janitor (02) to a janitor (03). His anniversary date will remain the same as well as the increments will continue as per the Union contract.

Effective 3/28/96, Annette Lillie will change her part time typist clerk (02) duties and part time accounts processor (06) duties to a part time secretary (03) duties and part time accounts processor (06) duties. Her anniversary date will remain the same as well as the increments will continue as per the Union contract. The (03) and (06) portions will continue as per the letter of addendum of 7/18/94, substituting (03) for (02).

UNION

George Mayer

Dalrus Swanson

Janis Brown

Janet Parish

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\_\_\_\_\_

EMPLOYER

Stephen Bell  
Chairman, Personnel &  
Negotiations

John Lewinski  
Chairman, County Board

Dean Deek  
County Treasurer

William M. Grackno  
Administrator

Rufus Brown  
Clerk/Register

Wayne M. Groat  
Wayne Groat