

12/31/95
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AGREEMENT

BETWEEN

MACKINAC COUNTY BOARD OF COMMISSIONERS

AND

MACKINAC COUNTY COURTHOUSE EMPLOYEES
CHAPTER OF LOCAL NO. 388
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

Mackinac County

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AGREEMENT

This Agreement entered into this 1st day of January, 1994 between the Mackinac County Board of Commissioners (hereinafter referred to as the "EMPLOYER") and Mackinac County Courthouse Employees Chapter of Local #388, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION"). Except as otherwise expressly provided herein, the provisions of this agreement shall be effective January 1, 1990. The employer agrees to make available to each covered employee a copy of this agreement and to provide a copy of the same agreement to all new covered employees entering the employment of the employer.

ARTICLE 1. PURPOSE AND INTENT

Section 1. 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 Mackinac County and the job security of the employees depend upon the Employer's success in establishing a proper service to Mackinac County.

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 the employees.

The headings used in this agreement and the exhibits appended hereto, neither add to nor subtract from the meaning thereof, but are for reference purposes only.

Section 2. Government Laws and Regulations.

Any provision of the agreement that shall be or become in conflict with any Federal or State law, regulation or order, now existing or hereafter enacted or put in force, shall be invalid and unenforceable; such invalidity or unenforceability shall not affect the remainder of this agreement.

ARTICLE 2. 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 with respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this agreement for all employees of the Employer in the bargaining unit described below.

All full time Employees and part-time Employees, working sixteen (16) or more hours per week, employed by the Employer in the following departments and offices: County Clerk's Office, Equalization Department, Register of Deed's Office, County Extension Office, County Treasurer's Office, Economic Development Corporation Office, and Custodial and Maintenance Department, but excluding elected officials, supervisors, temporary employees, and part-time employees working fifteen (15) or less hours per week.

- (a). Temporary Employees shall be defined as an employee hired for a specific identifiable task, or to fill a temporary vacancy, or to perform in accordance with a specific grant.
- (b). Employees working sixteen (16), but less than twenty-six (26) hours per week shall be paid \$5.50 per hour or at the department heads discretion they may be increased to \$6.00 per hour after six (6) months of employment and then to the contractual starting rate, for the job they are performing, after one year service.

ARTICLE 3 AID TO OTHER UNIONS

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

ARTICLE 4. MANAGEMENT RIGHTS

The Employer retains the right, in accordance with applicable laws and regulations, that do not conflict with the terms of this agreement.

- a. To direct employees of the county,
- b. To hire, promote, transfer, assign, and retain employees in positions within the county and to suspend, demote, discharge, or take other disciplinary action against employees,
- c. To relieve employees from duties because of lack of work, funds or for other legitimate reasons.
- d. To maintain efficiency of the County operations entrusted to them,
- e. To determine the methods, means and personnel by which such operations are to be conducted; and

- f. To take whatever actions may be necessary to carry out the mission of the County in situations of emergency.

ARTICLE 5. UNION MEMBERSHIP AND CHECK-OFF

Section 1. Union Membership

- 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 representation fee established by the Union, providing a deduction authorization has been signed.
- 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 representation fee established by the Union commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement, providing a deduction authorization has been signed.
- c. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall, commencing the thirtieth (30) day following the beginning of their employment in that unit, be required as a condition of continued employment to become members of the Union or pay a representation fee established by the Union, for the duration of this Agreement, providing a deduction authorization has been signed.

Section 2. 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, and for employees covered by the Agreement who are not members of the Union, a 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 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 of the Local Union. Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary/Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.
- c. The Employer agrees to provide this service without charge to the Union.
- d. Authorization Form (See Exhibit A).
- e. 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.
- f. Deductions for any calendar month shall be remitted to such address designed to be 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.
- g. 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.
- h. The Union shall indemnify and save the Employer harmless from any liability resulting from any and all claims, demands, suits or any other action arising from compliance with this section, or reliance on any list, notice, certification or authorization furnished under this section. Such indemnification shall include any and all costs and expenses of litigation, including reasonable attorney's fees.

ARTICLE 6. UNION REPRESENTATION

Section 1. Stewards, Alternate Steward and Unit Chairperson.

- a. The Courthouse Employees covered by this Agreement will be represented by one (1) steward. the Union shall have the exclusive right to assign said steward.

- b. The Employer will be notified of the names of the alternate stewards, who would serve only in the absence of a regular steward.
- c. The stewards, during their working hours, without loss of time or pay, may investigate and present grievances to the Employer during working hours.
- d. The Unit Chairperson shall be allowed the necessary time off during working hours without loss of time or pay to investigate and present grievances to the Employer in accordance with the grievance procedure.

Section 2. Union Bargaining Committee.

The Employees covered in this Agreement will be represented in negotiations by three (3) negotiating committee members. In the event negotiations are carried on during working hours, negotiating team members shall not suffer loss of pay for said hours.

ARTICLE 7. SPECIAL CONFERENCES

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 Management.

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 a special conference shall be confined to those indicated in the agenda unless the parties agree to additional items. Time to be set up by the Board Chairperson and the Unit Chairperson within thirty (30) calendar days. If the conference is held within working hours, the Union members shall not lose time or pay for the time spent in such conference. This meeting may be attended by representatives of the Council and/or representatives of the International Union.

The Union representatives may meet on the Employer's property for at least one-half hour immediately preceding the conference.

ARTICLE 8. GRIEVANCE PROCEDURE

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 this Agreement. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) 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/she may discuss the grievance with his/her immediate supervisor with or without the steward present.
- b. If the matter is thereby not disposed of within five (5) working days, it will be submitted in written form by the steward to the immediate supervisor.
- c. The immediate supervisor shall answer the grievance within five (5) working days.

Step 2: If the matter is not satisfactory it shall be presented in writing by the steward to the Board Chairman within seven (7) working days after the immediate supervisor's response is due. The Board Chairman shall sign and date the steward's copy. The Board Chairman 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 Board of Commissioners within seven (7) working days after the response of Step 2 is due. The Board Chairman shall sign and date the Chapter Chairperson's copy. The Board of Commissioners shall respond in writing to the Chapter Chairperson within thirty (30) calendar days.

- 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 325 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 American Arbitration Association's Rules and Procedures.
 - c. The Arbitration proceedings shall be conducted in accordance with the American Arbitration

Association Rules and Regulations.

- d. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer provided the arbitrator has not exceeded his/her authority. The arbitrator shall make a judgment based on the express terms of this Agreement and shall not add to or subtract from this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- e. A grievance may be withdrawn without prejudice and if so withdrawn all financial liabilities shall be cancelled. If the grievance is 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.
- f. Any grievance not answered within the time limits by the Employer shall be moved to the next step of the Grievance Procedure provided nothing shall automatically refer a grievance to arbitration.
- g. Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- h. At any step of the Grievance Procedure the Union and the employer may extend the time limits by mutual written agreement.

ARTICLE 9. DISCHARGE AND SUSPENSION

Section 1. Discharge and Suspension Procedure.

- a. The Employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his steward of the discharge or suspension. Said written notice shall contain the specific reasons for the discharge or suspension.
- b. The discharged or suspended employee will be allowed to discuss his discharge or suspension with his steward immediately after such action is taken.
- c. Should the discharged or suspended employee consider the discharge or suspension to be improper, he may

file a grievance within five (5) working days thereafter, beginning with step two of the grievance procedure.

- d. In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than five (5) years previously; except for intentional and material misstatements or omissions on applications for employment.

ARTICLE 10. SENIORITY

Section 1. Probationary Employees.

New employees hired in the unit shall be considered as probationary employees until they have actually been physically present on the job and worked six hundred thirty (630) hours while in the employ of the Employer as a regular full time employee. The purpose of the probationary period is to provide an opportunity for the Employer to determine whether the employee has the ability and other attributes necessary to qualify such person for permanent and regular employee status. During the probationary period, the employee shall have no seniority status and may be laid off or discharged in the sole discretion of the Employer with or without cause. During the probationary period, an employee may be discharged without recourse to the Grievance Procedure. At the conclusion of an employee's probationary period, the employee's length of continuous service with the Employer shall date from such employee's last hiring date.

Section 2. Departmental Seniority.

Department seniority shall be defined as an employee's length of continuous employment by the employer since the employee's last hiring date in the department. Last hiring date shall mean the date upon which an employee first reported for work in the department as a regular full time employee since which such employee has not quit, retired, or been discharged.

Section 3. Seniority Lists.

The seniority lists on the date of this Agreement will show the names, job titles and seniority dates of all employees of the unit entitled to seniority. Such seniority shall not be affected by the race, sex, marital status, or dependents of the employee. The employer will furnish a copy of the Seniority List to the unit upon its request.

Section 4. Termination of Seniority.

Seniority shall be lost and the employee terminated if:

- a. He quits.
- b. He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- c. He is laid off and not recalled to work within five (5) years or the length of his seniority whichever is the lesser.
- d. He fails to return to work when recalled from layoff as set forth in the recall procedure. In proper cases, exceptions shall be made.
- e. He fails to report for work on required date at the end of an authorized leave of absence, including an unpaid sick leave, or vacation unless otherwise excused by the County.
- f. He is absent from work for three (3) consecutive days without authorization.
- g. He is absent without authorization on two (2) occasions within one contract year, except where he is able to establish legitimate reason.
- h. He is absent for two (2) consecutive working days without notifying his Department Head. 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. The employee may submit the matter to the grievance procedure within the time limits prescribed.
- i. The employee retires.

Section 5. Seniority of Officer and Stewards.

The Unit Chairperson and steward in that order, shall head the seniority list in their respective department during their term of office for purpose of lay-off and recall only providing they have the present skills and ability to perform the work available.

ARTICLE 11. LAYOFF, RECALL AND TRANSFER

Section 1. Layoff.

The word "lay-off" means a reduction in the work force due to department elimination, lack of work, lack of funds. Whenever a lay-off occurs in a given department, probationary employees shall be laid off first within the classification in which the reduction occurred. Thereafter, seniority employees within the department shall be laid off in reverse order of

departmental seniority within the classification being reduced. Employees to be laid off for an indefinite period of time will be given at least seven (7) work days notice if and only if the Employer had knowledge of the facts giving rise to the lay-off and the proper Board vote had been taken at least seven (7) work days in advance of the layoff.

Section 2. Recall.

When the work force in the department is increased after a lay-off, employees will be recalled to the classification within the department from which they were laid off in accordance with their department seniority providing at the time of recall said employees have the ability necessary to perform the work in the classification and are physically able to perform all the duties of the classification. Notice of recall shall be sent to the employee at the employee's last known address by registered or certified mail. It shall be the employee's responsibility to inform the Employer of any change in address. The recalled employee must notify the Department Head of his/her intent to return to work within forty-eight (48) hours of receipt of the notice of recall and must report to work within seven (7) days of receipt of notice of recall. A copy of the recall notice will be sent to the Union Chapter Chairperson.

The liability of the Employer for failure to apply correctly any provisions of this Section shall commence not earlier than twenty (20) days prior to the date of presenting the written grievance alleging such violation in the second step of the grievance procedure.

Section 3. Transfer.

If an employee is promoted to a position with the Employer not included in the unit and, thereafter, transferred to a position within the unit, he shall have accumulated seniority while working in the position to which he was promoted and, upon return to the unit, shall be entitled to the benefits of this Agreement as if he had not been outside it. This section shall not cover County-elected officials.

ARTICLE 12. JOB POSTING AND BIDDING

If an opening occurs within a department resulting from a vacancy or increase in staff, employees within the unit shall be entitled to bid for same. Such openings will be posted for a period of five (5) working days in a conspicuous place setting forth the requirements for the position. Employees within the unit who are interested shall apply within said posting period by signing their names to the posting. The senior employee meeting the qualifications shall be given the job under consideration.

The statement of job qualifications as set forth in the official job description will be used in the evaluation and rating process of determining whether employees meet the qualifications.

Employees who transfer to a position as a result of this job bidding procedure shall be on job probation until they have actually worked six hundred thirty (630) hours. During the probationary period the Department Head may return the employee to the previous held position. If said employee is removed from the bid position during the job probationary period they shall have no right to grieve such removal.

ARTICLE 13. HEALTH AND SAFETY

Section 1. Objective.

The county and the Union subscribe to the principle of good health and safety conditions. Where the County shall deem it necessary, it shall provide for protective devices and equipment subject to such rules for the preservation, use and care of such equipment as the County shall provide. It is understood that employees are expected to work in a safe manner. It is also understood that employees shall cooperate with the County in all safety and health procedures and shall make proper use of all equipment and devices provided for such purposes. The Union will cooperate in assisting and maintaining all safety and health procedures established by the County. It is expressly understood that violation of safety rules or regulations will result in disciplinary action up to and including discharge. If the Union is requested to talk with an employee regarding a safety or health matter, the Union representative to talk with the employee shall be the Union Steward.

Section 2. Safety Committee.

The Employer shall recognize the Chapter Chairperson and the Steward as a safety committee, and they will meet with the Department Head whenever a valid safety condition arises.

ARTICLE 14. VETERANS

The County agrees to abide by the provisions of the Selective Service Act and its judicial interpretation with respect to leaves of absence due to military service, including National Guard duty. Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their reserve pay and their regular pay when they are in full time active duty in the reserve or National Guard, provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the normal limit, except in the case of emergency.

ARTICLE 15. HOURS OF WORK

Section 1. Scope.

This article defines the normal hours of work and shall not be construed as a guarantee of hours of work per day or per week, or days of work per week. This Article shall not be considered as any basis for the calculation of payment of overtime, which is covered solely by Article 19, Overtime.

Section 2. Normal Workday - Workweek.

- a. The regular full working day shall consist of seven (7) hours per day excluding an unpaid lunch period of one (1) hour.
- b. Normally the schedule of work hours shall be from 8:30 a.m. to 4:30 p.m. Monday through Friday.

Section 3. Coffee Break.

All employees may take a fifteen (15) minute break in the first half of their work period and a fifteen (15) minute rest period in the second half of their work period at times specified by the supervisor. Such breaks to be confined to their building, and are not to interfere with the operation of the department. Such breaks are non-accumulative.

ARTICLE 16. RATES OF PAY

Section 1.

Employees shall be paid on a bi-weekly basis. Pay day shall be Thursday for the proceeding two weeks ending the Sunday before payday. Every effort will be made to pay employees by noon on payday. If a regular pay day falls during an employee's vacation; he/she will receive that check on his or her last scheduled work day prior to going on vacation provided he/she has given adequate notice to payroll department.

Section 2. Wage Rates and Salaries.

A wage rate and salary schedule is set forth in Appendix A attached hereto and made a part hereof, setting forth the hourly rate and/or the annual salary for the various classifications of the employees of Mackinac County and is accepted by the parties hereto as the established rates and/or salaries for all hours of work within a classification and shall remain in effect for the term of this Agreement.

Section 3. Rates for New Jobs.

When a new job is created the Employer will notify the

Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Section 4. Temporary Assignments.

Temporary assignments for the purpose of filling vacancies of employees who are on a leave of absence as defined in Article 23 will be granted to the senior employee in the department first and then in the unit who meets the minimum requirements for such job. Such employee will receive the rate of pay of the higher classification for all hours worked while filling such vacancy.

Section 5. Jury Duty.

The Employers agree that when a full time, permanent employee is called for jury duty, he should not lose financially because of such duty. The Employer therefore agrees that it will schedule the employee for the day shift on the days he is scheduled for jury duty and will pay to such employee the difference between what the employee received as pay for jury duty and what he would have earned had he been able to work his entire regularly scheduled shift. Such payment will only be made on days when the employee otherwise would have been scheduled to work. An employee shall report promptly to work when he is excused from jury duty, provided he is excused during his regularly scheduled shift. Failure of the employee to so report shall cause him to forfeit all right and claim to jury pay under this section. Paid jury duty leave shall be limited to forty-five (45) working days.

ARTICLE 17. SICK LEAVE

Section 1. Accumulation and Use.

Paid sick leave shall be accumulated by all employees covered by this agreement at the rate of 3.23 hours of paid sick leave for each pay period that said employee is actually on the Employer's payroll, being paid from general funds. No probationary employee shall be permitted to use paid sick leave until after he is placed on the seniority list. Such days shall be accumulated to a maximum of six hundred thirty (630) hours. It is provided that in addition to the use of accumulated paid sick leave days for an employee's own sickness, employees shall be allowed to use up to a maximum of thirty-five (35) hours paid sick leave each contract year out of those paid sick leave days already earned and accumulated for the purpose of sickness occurring in the employee's immediate family. Immediate family for this purpose under this section of the agreement is defined as meaning; the employee's mother, father, spouse, child or member of the employee's immediate household living with the employee.

Employees must report the need for sick leave to their supervisors as soon as possible and the County may require a doctor's certification from any employee who is absent more than one day due to sickness, as a condition of payment.

Section 2. Payment at Retirement.

An employee who separates from the County employment for retirement purposes approved by Municipal Employees' Retirement System shall be paid one-half of his unused sick leave as of the effective date of separation.

Payment of unused sick leave days under this section shall be at the employee's prevailing rate of pay and the payment of on-half of all accumulated leave days shall be based on a maximum possible accumulation of six hundred thirty (630) hours provided said employees has earned said hours.

ARTICLE 18. FUNERAL LEAVE

Section 1.

Employees, who at the time have completed their probationary period, shall receive the amount of pay they would have receive on a regular seven (7) hour straight time basis for each day necessarily lost during their normal work week (Monday through Friday), not to exceed three (3) days to make arrangements for and attend the funeral of their immediate family. This payment shall not be made for any such three (3) days on which the employee, for any other reason, would have been absent from work. Immediate family shall be defined as an employee's current spouse, children, father or mother, father-in-law or mother-in-law, grandparents, grandchildren, brother, sister, brother-in-law or sister-in-law. The three (3) days above referred to shall end not later than the calendar day following the day of the funeral, and to be eligible for such pay the employee must notify the Employer as soon as possible of the necessity for such absence, must attend the funeral and, if requested by the Employer, must present proof of death. Employees selected as pall bearers will be allowed one (1) day off to attend the funeral if scheduled to work during the time of the funeral. Honorary pall bearers must return to work after the funeral. Probationary employees will be given funeral leave without pay.

ARTICLE 19. OVERTIME

Section 1. Conditions Under Which Overtime Rates Shall Apply.

In special cases, with Board approval, overtime rate of one and one-half ($1\frac{1}{2}$) times the regular hourly rate shall be paid as follows:

- a. For all hours paid over seven (7) in one day;
- b. For all hours paid over thirty-five (35) per week;
- c. For all hours paid on a holiday, in addition to holiday pay, with Board approval.

Compensatory time off in lieu of overtime payment may be offered to the employee.

Section 2. Reporting Allowance - Overtime.

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

Section 3. Equalization of Overtime Hours.

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

Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list 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 employee working during that overtime period.

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

Overtime hours will be computed from January 1 through December 31 each year. Excess overtime hours will be carried over each year and are subject to review at the end of each period.

Section 4. Non-Duplication.

- a. Payment of overtime rates shall not be duplicated for the same hours worked. Hours compensated for at overtime rate shall not be counted further for any purpose in determining overtime liability under the same or any other provision.
- b. Hours paid for but not worked shall not be counted in determining overtime liability.

Section 5. Time Off in Lieu of Overtime.

Time off in lieu of overtime pay shall be permitted provided it is mutually agreeable between the employee and the Department Head.

ARTICLE 20. HOLIDAYS

Section 1. Designated Holidays.

- a. The following days shall be designated and observed as holidays for which eligible employees will be paid their current rate of pay based on their regular scheduled work day for said holiday.

New Year's Day	Christmas Day
Martin Luther King Day	Independence Day
President's Day	Labor Day
Good Friday	Columbus Day
Memorial Day	Veteran's Day
All General Election Days	Thanksgiving Day
Day After Thanksgiving	
Day Before Christmas (if holiday occurs in the same week)	
Day After Christmas (if the holiday follows a work day in the week)	

and such others as are declared as paid holidays by the County Board of Commissioners.

- b. Should a holiday fall on a Saturday, then the Friday prior to the holiday shall be considered as the said holiday. Should a holiday fall on a Sunday, then the following Monday shall be considered as the said holiday.

Section 2. Eligible Employees.

- a. To be eligible, the employee must be kept on the seniority list as of the date of the holiday and must have worked the full scheduled day before and the full scheduled day after such holiday, unless excused. For this purpose the employee will be considered as having worked such days if he was on paid vacation, or was receiving paid sick leave, thereon.
- b. An employee who is scheduled to work on a holiday recognized under this agreement or who otherwise agrees to work, unless otherwise excused for a reason satisfactory to the Employer, shall not be entitled to holiday pay.

Section 3. Ineligible Employees.

Part-time and probationary employees.

Section 4. Personal Leave.

Each employee after completing six (6) months of service shall be allowed two (2) days each year to use as personal leave with pay; after three (3) years three (3) days. Such leave is non-accumulative from year to year. Time to be taken with three (3) days advance notice given to the Department Head except in cases of extreme emergency.

ARTICLE 21. VACATIONS

Section 1. Eligibility.

To be eligible for a vacation in any calendar year during the term of this Agreement, the employee must:

- a. Have actually been on the Employer's payroll being paid from general funds during any given pay period to accumulate vacation for that pay period.
- b. Have one (1) year or more of continuous service.

Section 2. Length of Vacation.

An eligible employee who has attained the years of continuous service indicated in the following table in any calendar year during the continuation of this agreement shall receive a vacation corresponding to such years of continuous service as shown in the following table:

<u>Years of Service</u>	<u>Vacation With Pay</u>
1 but less than 2	1.35 hours per pay period for a maximum of 35 hours of vacation per year
2 but less than 4	2.70 hours per pay period for a maximum of seventy (70) hours
4 but less than 8	4.05 hours per pay period for a maximum of one hundred five (105) hours
8 but less than 15	5.40 hours per pay period for a maximum of one hundred forty (140) hours
15 or more	6.75 hours per pay period for a maximum of one hundred seventy five (175) hours

When a holiday is observed by the County during a scheduled vacation the vacation will be extended one day, either before or after, continuous with vacation.

Section 3. Vacation Pay.

- a. Each employee granted a vacation under this article will be paid at his current rate based on his regular work week at straight time.
- b. A vacation may not be waived by an employee and extra pay received for work during that period, except in cases of extreme emergency.
- c. An employee shall not accumulate more than one hundred seventy-five (175) hours of vacation time.
- d. The employee will be paid for all accumulated annual leave upon termination of employment or in the event of death to the married survivor of the deceased if applicable, otherwise to the estate of the deceased.

Section 4. Scheduling of Vacation.

- a. Vacations will be granted at such times during the year as are suitable, considering both the wishes of the employees and the efficient operation of the Department concerned.
- b. All vacations must have the approval of the Department Head. Employees must notify the Department Head in writing at least sixty (60) days, if possible, in advance of their next anniversary of their seniority date, of the vacation period desired. If the period is suitable and the schedule permits, the Department Head will grant the request.

ARTICLE 22. PENSIONS AND INSURANCE

Section 1. Pensions.

The Employer agrees to continue the Municipal Employees' Retirement System provisions now in effect. The Employer agrees to pay the full cost of the retirement system, including the employee's share effective January 1, 1980.

The Employer will provide for the cost estimate of the B-4 Pension Plan before the end of the contract.

Section 2. Hospitalization Insurance.

The Employer agrees to pay the full family cost of the Blue Cross/Blue Shield P.P.O. Plan S with Master Medical benefits,

\$3.00 drug rider and Optical and Dental Insurance remaining the same for each full time employee who has completed probation, while employed.

Upon retirement employees shall have their health insurance paid at the following rate:

15 years of service	15% of their BC/BS
20 years of service	40% of their BC/BS
21 years of service	42% of their BC/BS
22 years of service	44% of their BC/BS
23 years of service	46% of their BC/BS
24 years of service	48% of their BC/BS
25 years of service	50% of their BC/BS

This would be only for the employee's portion of the insurance; it would not cover the spouse. For part-time employees with six to twenty years of service, they would be entitled to $\frac{1}{2}\%$ per year of service, capped at 25%, i.e., 22 years = 22%. Again this would only be on the employee's portion of the insurance; it would not cover the spouse.

Section 3. Worker's Compensation Insurance.

Employees will be covered by the applicable Worker's Compensation Laws.

The Employer will pay for the waiting period for an employee who actually qualifies for Worker's Compensation.

Section 4.

Each employee shall be covered by life insurance in the amount of twenty thousand dollars (\$20,000.00).

The Employer will maintain life insurance coverage for bargaining unit employees who retire at age sixty-two (62) up to age sixty-five (65) providing each bargaining unit employee will be required to pay the Employer one hundred dollars (\$100.00) per person per each year for said coverage.

ARTICLE 23. LEAVES OF ABSENCE

Section 1. Leaves of Absence

An employee who, because of accident, illness or pregnancy, is physically unable to report to work shall be given a leave of absence without pay or benefits except as allowed under the sick leave provision of this contract for up to one (1) year, provided he/she properly notifies the Employer of the necessity therefor, and provided further that he/she supplies the Employer with a certification from a licensed physician of the necessity

for the continuation of such absence when the same is requested by the Employer. The employee may extend the leave of absence for up to an additional one (1) year period, provided medical certification from a licensed physician for an extension is provided. In addition, the Employer may require a medical examination, at its expense, by a physician of its choosing and certification from its doctor as to the necessity of the extension.

Section 2.

Employees shall accrue seniority while on any leave of absence granted by the provisions of this Agreement and shall be returned to the position they held at the time the leave of absence was granted or to a position to which his seniority entitles him.

Section 3.

Members of the Union elected to attend a function of the Council or International Union, such as conventions or educational conferences, shall be allowed time off without pay to attend such conferences and/or conventions, but may use annual leave.

ARTICLE 24. BONUS

Section 1.

An employee who has attained the following length of continuous service with the Employer and who is employed at the date of payment and has actually worked or been paid from County General Fund dollars for twelve hundred (1,200) hours during the year, shall be eligible for the following bonus payments to be paid on or about the anniversary date of employment. The employee must notify the payroll department at least two (2) weeks before his/her anniversary date of the expected bonus payment.

Employees who have completed 4 years of service...	\$400.00
Employees who have completed 5 years of service...	\$500.00
Employees who have completed 6 years of service...	\$600.00
Employees who have completed 7 years of service...	\$700.00
Employees who have completed 8 years of service...	\$800.00
Employees who have completed 9 years of service...	\$900.00
Employees who have completed 10 years of service..	\$1000.00
Employees who have completed 11 years of service..	\$1100.00
Employees who have completed 12 years of service..	\$1200.00
Employees who have completed 13 years of service..	\$1300.00
Employees who have completed 14 years of service..	\$1400.00
Employees who have completed 15 years of service..	\$1500.00

ARTICLE 25. MISCELLANEOUS

Section 1. Bulletin Board

The Employer will provide a bulletin board in the County Courthouse, which may be used by the Union for posting notices pertaining to Union business.

ARTICLE 26. TERMINATION

This Agreement which shall be effective January 1, 1994, except as otherwise expressly provided herein, shall continue in full force and effect until midnight, December 31, 1995, and from year to year thereafter, unless either party shall give notice to the other of it's intentions to terminate or modify the same. Such notice shall be given at least one hundred twenty (120) days prior to December 31, 1995, or any anniversary date next following said notice. Said notice shall be in writing and shall be sufficient if sent by certified mail addressed, if to the Union, to Michigan Council #25, American Federation of State, County and Municipal Employees, AFL-CIO, 710 Chippewa Square, Marquette, Michigan 49855; and if the Employer, addressed to Mackinac County Board of Commissioners, Mackinac County Courthouse, St. Ignace, Michigan 49781 or to such other address as either party may hereafter designate in writing to the other.

FOR THE UNION:

FOR THE EMPLOYER:

Nora Massey

Adel P. Weber

Cynthia Ann Oliver

Raymond J. [unclear]

Suz K. Dowie

Robert J. [unclear]

James D. Fisher II

Fred J. Lupinski

Billy J. Burlich

Wendell [unclear]

Date 2-16-94

APPENDIX A
CLASSIFICATION - WAGE RATE AND SALARY SCHEDULE

JANUARY 1, 1994

<u>CLASSIFICATION</u>	<u>RATE OF HIRE</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 1 YEAR</u>
Chief Deputy Treasurer	18,108.81	19,105.82	20,261.99
Deputy Treasurer	16,870.49	17,853.33	18,936.89
Chief Deputy Clerk	17,947.08	18,853.33	20,010.25
Senior Deputy Clerk	17,300.06	18,208.42	19,366.44
Deputy Clerk	16,656.24	17,562.50	18,719.42
Chief Deputy Register of Deeds	17,775.68	18,620.87	19,777.79
Deputy Register of Deeds	16,656.24	17,562.50	18,719.42
Janitor	17,775.68	18,620.87	19,778.87
Extension Office Manager			19,580.69
Asst. Equalization Dir. Level III	20,294.12	21,198.24	22,358.38
Equalization Clerk Level II	17,601.06	18,507.32	19,664.24
Personal Prop. Examiner & Field Appraiser Level II	16,870.48	17,777.82	18,936.89
Equalization Clerk - Level I	17,601.06	18,507.32	19,664.24
Extension Office Secretary	16,224.55	17,132.94	18,289.87
Extension - Mackinac Family Living Aide	14,464.52	15,370.77	16,527.70
EDC Secretary	16,224.55	17,132.94	18,289.87

JANUARY 1, 1995

	<u>RATE OF HIRE</u>	<u>AFTER 6 MONTHS</u>	<u>AFTER 1 YEAR</u>
Chief Deputy Treasurer	18,758.81	19,755.82	20,911.99
Deputy Treasurer	17,520.49	18,503.33	19,586.89
Chief Deputy Clerk	18,597.08	19,503.33	20,660.25
Senior Deputy Clerk	17,950.06	18,858.42	20,016.44
Deputy Clerk	17,306.24	18,212.50	19,369.42
Chief Deputy Register of Deeds	18,425.68	19,270.87	20,427.79
Deputy Register of Deeds	17,306.24	18,212.50	19,369.42
Janitor	18,425.68	19,270.87	20,428.87
Exrension Office Manager			20,230.69
Asst. Equalization Dir. Level III	20,944.12	21,848.24	23,008.38
Equalization Clerk Level II	18,251.06	19,157.32	20,314.24
Personal Prop. Examiner & Field Appraiser Level II	17,520.48	18,427.82	19,586.89
Equalization Clerk Level I	18,251.06	19,157.32	20,314.24
Extension Office Secretary	16,874.55	17,782.94	18,939.87
Extension - Mackinac Family Living Aide	15,114.52	16,020.77	17,177.70
EDC Secretary	16,874.55	17,782.94	18,939.87

- a. New hires may be started at a level within the established salary range above the normal rate at the sole discretion of the Employer due to qualifications, ability, special skills and/or experience.
- b. For the purpose of computing hourly rates, for overtime purposes, etc., the annual salary will be divided by 1,820 hours thus arriving at an hourly rate.
- c. It is understood between the parties that the Extension Office Secretary will be required to work a minimum of two years in the extension office before being considered eligible for the position of Extension Office Manager.

LETTER OF UNDERSTANDING

BETWEEN

MACKINAC COUNTY BOARD OF COMMISSIONERS

AND

MACKINAC COUNTY COURTHOUSE EMPLOYEES
CHAPTER OF LOCAL NO. 388
MICHIGAN COUNCIL #25, AFSCME, AFL-CIO

At the November 10, 1992 meeting of the Mackinac County Board of Commissioners the following was voted upon and approved:

Ken Gillmore - Level III Certification - \$1,000 pay increase
Katherine Frosland - Level II Certification - \$1,000 pay increase
James Fenlon - Level II Certification - \$1,000 pay increase
Susan Dionne - Level I Certification - \$1,000 pay increase

X It is understood that for future hiring this does not apply. This \$1,000 pay increase is above and beyond the rate of pay listed on Appendix A - Classification wage rate and salary schedule.

This letter of understanding was agreed upon between the two parties and shall continue through the length of this contract.

FOR THE EMPLOYER

Bob P. Walker

Ray D. McGrath

Robert D. Bishop

Fred J. Luszynitz

David L. Smith

DATE: 2-16-94

FOR THE UNION

Nora Massey

Cynthia Ann Dixon

Susan K. Dionne

James O. Fisher II

Billy J. Bursling