

12/31/94

AGREEMENT

BETWEEN

ONTONAGON COUNTY PROBATE COURT

AND

ONTONAGON COUNTY PROBATE COURT EMPLOYEES
CHAPTER OF LOCAL 1923
AFFILIATED WITH MICHIGAN COUNCIL #25
AFSCME, AFL-CIO

Ontonagon County

Effective: January 1, 1994

Expiration: December 31, 1994

Reopener: October 31, 1994

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AGREEMENT

This Agreement entered into on this 1st day of January, 1994, between the Ontonagon County Probate Court (hereinafter referred to as the "EMPLOYER") and Ontonagon County Probate Court Employees' Chapter of Local #1923, affiliated with Michigan Council #25, AFSCME, AFL-CIO hereinafter referred to as the "UNION".

PURPOSE AND INTENT

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

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

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations.

ARTICLE 1. RECOGNITION. Employees Covered.

(a) Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the 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 described below:

All employees of the Ontonagon County Probate Court except the Register of Probate. It is understood that the Court-Recorder is not an employee and therefor not in the bargaining unit.

(b) There is at this time just one employee in the bargaining unit, the Ontonagon County Juvenile Officer.

ARTICLE 2. MANAGEMENT RIGHTS.

It is understood and hereby agreed that the Employer reserves and retains, solely and exclusively, all inherent and customary rights, powers, functions, and authority of management to manage the operations of the Employer except as abridged by the terms of this Agreement. Furthermore, its judgment in respect to the interpretation and administration of the provisions of this contract is subject to the Grievance Procedure unless herein specifically modified or excluded. These management rights vested in the Employer include, but are not limited to, those provided by statute or law, along with the right to determine all matters pertaining to the services to be furnished by the Employer including the methods, procedures, means, employees or contractors, equipment and machines required to provide such services; to determine the nature and number of facilities and departments to be operated and their locations; to establish classifications of work, to hire and reduce or increase the size of the work force; to adopt, modify or amend its budget or any appropriations; to direct and control operations; to discontinue, combine or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities, and all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, demote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish reasonable work rules and to fix and determine penalties for violation of such rules; provide and assign relief personnel and to continue and maintain its operations as in the past. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be subject to review by means of arbitration, pursuant to the Grievance Procedure established herein, or any judicial proceeding and this Agreement shall always be construed in conformance with the Constitution, the laws of the State of Michigan and the Constitution of the United States.

ARTICLE 3. AID TO OTHER UNIONS.

The Employer will not aid, promote or finance any labor 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 4. 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 representation fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

(b) 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 representation fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the day following completion of their probationary status employment in the unit.

ARTICLE 5. DUES CHECK-OFF

The Union may agree with the Ontonagon County Board of Commissioners to deduct from the employees wages all customary dues and/or representation fees and remit them to the Union, in like respect with other county courthouse union employees (Chapter 7). However nothing herein shall obligate the Probate Judge to deduct, collect, or remit any such fees. (See Appendix D.)

ARTICLE 6. UNION REPRESENTATION.

The Chapter Chairman (employee) may present and process grievances and engage in collective bargaining with the Employer during regular working hours without loss of time or pay. In the event collective bargaining is conducted after regular working hours for the convenience of the Union, there shall be no overtime or compensatory time granted the employee.

ARTICLE 7. CONFERENCES.

The Chapter Chairman (employee) and the Employer may meet informally from time to time to discuss matters of mutual interest or concern. In the event either party requests a formal meeting in writing, including the agenda item, then a representative from Council 25 AFSCME shall be invited and the conclusion of the meeting will be reduced to writing and placed in the Personnel Policy file. If said conference is held during working hours, employee shall not lose time or pay to attend.

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 or other conditions of employment. In order to be a proper matter for the grievance procedure, the grievance must be presented within thirty (30) working days of the employee's knowledge of its occurrence. The Employer will answer, in writing, any grievance presented to him, in writing, by the Union.

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

- (a) The employee may discuss the grievance with the Employer.
- (b) If the matter is not hereby disposed of, it may be submitted in written form by the employee to the Employer. Upon receipt of the grievance the Employer shall sign and date the employee's copy of the grievance.
- (c) The Employer shall give his written answer to the employee within two (2) working days of receipt of the grievance, unless the time is extended for good cause, or by consent of the parties to a stated date.

STEP (2) If the grievance remains unsettled and the Union wishes to carry it further, the employee shall refer the matter to Council #25. In the event Council #25 wishes to carry the matter further, it shall within fourteen (14) calendar days from the date of the Employer's answer at Step 1 again present the grievance in writing to the Employer. Within thirty days of receipt of the written grievance, a representative of the Union, the employee, and the Employer, shall meet for the purpose of attempting to resolve the dispute.

STEP (3) If the dispute remains unsettled, and the Union wishes to carry the matter further, the Union shall file a Demand for Arbitration in accordance with the Michigan Employment Relations Commission Rules and Regulations.

The arbitration proceedings shall be conducted in accordance with the Michigan Employment Relation Commission Rules and Regulations.

There shall be no appeal from any arbitrator's decision. Each such decision shall be final and binding on the Union, its members, the employee and the Employer. The arbitrator shall make a judgment based on the express terms of this Agreement, and shall have no authority to add to, or subtract from, any of the terms of this Agreement.

The expenses for the arbitrator shall be shared equally between the County of Ontonagon and the Union as provided in the Ontonagon County Courthouse employees contract with the County paying Employer share.

A grievance may be withdrawn without prejudice, and if so withdrawn, costs incurred shall be divided equally. Any claimed financial liabilities in the grievance 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 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.

Any grievance not answered within the time limits by the Employer shall be deemed settled on the basis of the Union's original demand.

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

ARTICLE 9. DISCHARGE AND SUSPENSION OF NON-PROBATIONARY EMPLOYEES

(a) The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify in writing the employee 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 Staff Representative 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, except that such an employee shall leave at the end of the business day. Upon request, the Employer or his designated representative will discuss the discharge or suspension with the employee.

(c) Should the discharged or suspended employee consider the discharge or suspension to be improper, the employee, with the support of the Union, shall submit the issue to arbitration in accordance with the final step of the grievance procedure.

ARTICLE 10. SENIORITY.

(a) New employees hired in the unit shall be considered as probationary employees for the first six months of their employment. When an employee finishes the probationary period he shall be entered on the seniority list of the unit and shall rank for seniority from the date of original hire. There shall be 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, except discharged and disciplined employees for other than Union activity.

(c) Seniority shall be on a bargaining unit wide basis in accordance with employee's last date of hire.

ARTICLE 11. LOSS OF SENIORITY.

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

1. He quits.
2. He is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
3. He is absent for five consecutive working days without notifying the Employer. In proper cases exceptions shall be made. After such absence the Employer shall send written notification to the employee at his last-known address that he has lost his seniority, and his employment has been terminated. If the disposition made of any such case is not satisfactory, the matter shall be referred to the final step of the grievance procedure. This provision shall not be construed to imply that an employee has a grace period of five days of non-notified absence before he can be suspended or discharged.
4. If he does not return to work when recalled from lay-off as set forth in the recall procedure. In proper cases, exceptions shall be made.
5. Return from sick leave and leaves of absence will be treated the same as number 3 above.

ARTICLE 12. LAY-OFF.

(a) The word "lay-off" means a reduction in the work force due to a decrease of work or for economic reasons.

(b) In the event it becomes necessary for a lay-off the Employer shall meet with the employee at least three weeks prior to the effective date of lay-off. If the results of such meeting are not conclusive, the matter shall become a proper subject for the final step of the grievance procedure.

(c) In the event of a lay-off, hospitalization coverage shall continue for a period of three (3) months. Premiums to be paid by the Employer.

ARTICLE 13. RECALL PROCEDURE.

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 calendar days from the date of mailing of notice of recall he shall be considered a quit.

ARTICLE 14. LEAVES OF ABSENCE.

(a) After two (2) years of continuous employment, excluding military reserve, leaves of absences shall be granted for periods of up to one (1) year, as authorized by the Department Head. Extension may be granted by the Employer for like cause up to an additional one (1) year.

(b) Leaves of absence may be granted for:

1. Medical (physical, mental, or maternity).
2. Prolonged serious illness of the employee's spouse or child.
3. Military.
4. Education.

- (c)
1. No compensation, fringe benefits, or seniority shall accrue to employees while on leave of absence.
 2. Participation in existing group health insurance will be continued for six (6) months at the Employer's expense for leave of absence described in Article 14 (b) (1) and (2).
 3. Participation in existing group health insurance will be continued for one (1) month at the employee's expense for leave of absence described in Article 14 (b)(3) and (4).

(d) Time on leave of absence will not be counted in accruing vacation time, sick leave, or any other benefit.

(e) Leave of absence will entitle a person to return to his/her job, if he/she returns to employment on or before the expiration date of duly authorized leave of absence.

(f) Prior to returning from a medical leave of absence the employee shall provide Employer a doctor's slip allowing the employee to return to work without restrictions.

(g) Anything to the contrary in this contract notwithstanding a person hired to replace an employee who is on leave of absence shall not be a member of the Union nor covered by this contract, and the replacement may be discharged without cause.

ARTICLE 15. WORKER'S COMPENSATION (Injuries in the Course of Employment):

(a) Employees injured in the course of employment have a right to receive workmen's compensation benefits subject to the provisions of law.

(b) While on Workmen's Compensation, the receipt or accumulation of fringe benefits shall cease except medical-hospitalization insurance, life insurance and pension; provided however, all fringe benefits, including medical-hospitalization insurance, shall cease as of the 1st day of the month following expiration of six (6) months after date of injury, regardless of whether there exists any unused sick leave or other accumulated benefits. Employment with the County shall automatically cease at the end of such six (6) month period unless the person has within that time, requested and been granted a Leave of Absence pursuant to this contract. Where a Leave of Absence has been granted, employment with the County shall cease at the termination of such Leave of Absence, or any extension thereof.

(c) Department Head or employee must report all injuries that happen during working hours to his/her Department Head and to the County Clerk's Office as soon as possible after such injury occurs, including specific information as to location, nature of injury, time and other circumstances. The first report of injury must be filed with the Clerk's office within twenty-four (24) hours of injury.

ARTICLE 16. WORK HOURS.

(a) Although the work hours of the County Juvenile Officer may vary, the work week will be thirty-five (35) hours.

(b) The normal work week will be Monday through Friday, 8:30 a.m. to 4:30 p.m.

(c) A maximum of twenty (20) minutes per day will be allowed for breaks.

ARTICLE 17. SICK LEAVE.

(a) One sick day per calendar month of active service including the month of hire. For purposes of calculating earned sick leave for a portion of a month worked due to starting or termination employment after the 1st of the month, an employee shall earn one-half (1/2) sick day if (she/he) works more than fifteen (15) days in a month and zero (0) sick days for working fifteen (15) days or less.

(b) Sick leave shall be accumulative to maximum of 100 days.

(c) No compensation shall be paid for unused sick leave upon termination.

(d) Sick leave shall be used for illness of the employee only.

(e) To use sick leave, an employee must notify the Department Head by 9:00 a.m. of the day of the leave is to be taken, unless the employee is hospitalized.

(f) The employee is required to provide proper documentation of illness or injury upon request of the Department Head.

(g) Sick leave cannot be taken in units of less than one-half (1/2) day, unless authorized by the Department Head.

(h) Upon death or retirement (minimum age of 55) employees shall be paid for fifty (50) percent of all unused sick days to a maximum payment of fifty (50) days.

(i) Upon voluntary termination of employment, employees shall be paid twenty-five (25) percent of all unused accumulated sick days to a maximum of 25 days.

ARTICLE 18. PERSONAL LEAVE.

(a) Funeral Leave.

1. An employee shall be allowed up to five (5) 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, Spouse, Child, Brother, Sister, or Grandchild.
2. An employee will be allowed up to three (3) working days with pay not to be deducted from sick leave, for a death in the family other than immediate family. "Other than immediate family" is to be defined as mother-in-law, father-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or a member of the employee's household.
3. An employee will be allowed one (1) working day with pay as funeral leave day, not to be deducted from sick leave, for the death of an aunt, uncle, niece or nephew.

(b) Serious Illness in Immediate Family.

An employee will be allowed five (5) working days per calendar year with pay, not to be deducted from sick leave for serious family illness of the employee's spouse or child. Normally serious illness shall not include things like colds, flu, chicken pox, measles, etc. Leave shall be documented by doctor or hospital staff.

(c) Jury Duty.

An employee shall receive full wages for any time required to be present for jury duty, as well as any compensation for such jury duty.

(d) Unrestricted Personal Leave.

1. An employee may use five (5) days per calendar year, to be deducted from accumulated sick leave, for personal business.
2. To use unrestricted personal leave, an employee must receive permission of the Department Head on or before the preceding day. Unrestricted personal leave shall not be used on the day before or after a holiday.
3. There will be no accumulation of unrestricted personal leave from year to year.

ARTICLE 19. HOLIDAYS.

(a) Paid holiday for the bargaining unit employees are as follows:

New Year's Day	Labor Day
Martin Luther King Day (1st closest to January 15th)	Veteran's Day
President's Day (3rd Monday in February)	Thanksgiving Day
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
	New Year's Eve Day

(b) When a holiday falls on Saturday, it will be celebrated on Friday. When a holiday falls on a Sunday, it will be celebrated on Monday.

ARTICLE 20. VACATION.

Vacation shall be granted in accordance with the following schedule:

During 1st and 2nd year of employment . . .1 day per month to
a maximum of 10 days
During 3rd, 4th, and 5th years.3 weeks per year
During 6th year through 14th year4 weeks per year
During 15th year and after.5 weeks per year

Conditions:

1. Vacation shall be scheduled at the discretion of the Department Head.
2. A vacation may not be waived by an employee and extra pay received for work during that period.
3. Vacation time shall not accrue from year to year; however, if by action of the Department Head, the employee will not be able to use his/her vacation in the current year, the time shall be carried over to the following year.
4. Employees will not be paid cash in lieu of taking vacation days.
5. A holiday observed by the Employer during a scheduled vacation shall not be charged as a vacation day.
6. Vacation time may not be taken in units of less than one-half (1/2) day.
7. An employee's absence from work during scheduled vacation shall be charged as use of vacation time. This includes minor illnesses and one would only charge sick days if under a doctor's care and hospital.
8. If a regular payday falls during an employee's vacation, the employee may receive that check in advance before going on vacation, providing that the "Advance Check Request" is filled in and signed at the bottom of the "Vacation Request Form", and filed with the County Controller's Office three days prior to payment. Cash advance exception may be considered in an emergency.
9. Upon severance of employment, unused vacation will be paid to the employee based on the annual rate of pay for the employee's last position; payable on the next regular payday following date of termination.
10. All employees including non-elected Department Heads shall use "Vacation Request Forms" prior to taking vacation. Employee "Vacation Request Forms" must be approved by the Department Head, and eligible for vacation days must be verified by the Accounting Department prior to such vacation.

ARTICLE 21. MEDICAL COVERAGE AND HOSPITALIZATION.

Ontonagon County Probate Court Union employees will be provided medical, dental, and hospitalization coverage identical to Courthouse employees. An employee of the Probate Court shall have the option to not be covered by the medical, dental, and hospitalization coverage and shall receive a one-half cash payment of the monthly premium, a maximum of the family coverage. The employee shall have the option to re-enroll in accordance with the plan carrier.

ARTICLE 22. TERM LIFE INSURANCE.

Ontonagon County will provide ten thousand dollars (\$10,000.00) term life insurance effective ninety (90) days after date of hire (coverage only during term of employment.)

ARTICLE 23. OVERTIME AND CALL-OUT POLICY.

When an employee is required by the Department Head to work in excess of forty (40) hours in a calendar week, he/she shall be entitled to compensatory time at the rate of one and one-half (1-1/2) hours off per each hour worked in excess of forty (40) hours. Alternatively, with the prior consent of the Department Head, the employee may be paid compensation at the rate of one and one-half (1-1/2) times the regular rate for hours worked in excess of forty (4) hours per work week. Compensatory time off shall be allowed for hours worked in excess of thirty-five (35) hours, and less than forty (40) hours in a week at straight time; at the discretion of the Department Head.

NOTE: THIS OVERTIME PROVISION MUST COME INTO COMPLIANCE WITH THE FAIR LABOR STANDARDS ACT REQUIREMENTS.

When an employee is called out under emergency situations for work that is absolutely necessary, between the hours of 10:00 p.m. and 7:00 a.m., Monday through Thursday, and between 10:00 p.m. Friday through 7:00 a.m., Monday, and on holidays, he/she shall be entitled to compensatory time off, at the discretion of the employee and with the approval of the Department Head, at the rate of one and one-half (1-1/2) hours off for each hour worked.

When called out, an employee will be granted a minimum of two hours compensatory time or actual hours worked if the amount of time or call out is over the minimum two hours.

ARTICLE 24. TERMINATION AND MODIFICATION.

This Agreement shall continue in full force and effect until December 31, 1993.

(a) If either party desires to amend and/or terminate this Agreement, it shall, sixty (60) days prior to the above termination date, give written notification of same.

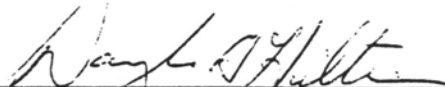
(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to notice of amendment or termination by either party, on sixty (60) days' written notice prior to the current year's terminations date.

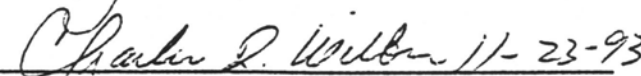
(c) If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days' written notice of termination.

(d) Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms or this Agreement.

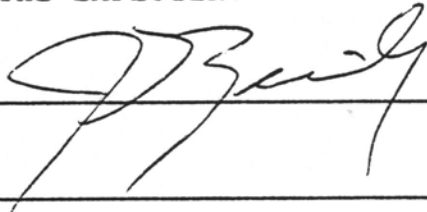
(e) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed if to the Union, to Michigan Council #25, AFSCME, AFL-CIO, 710 Chippewa Square, Marquette, Michigan; and if to the Employer, addressed to Ontonagon County Probate Court, 725 Greenland Road, Ontonagon, Michigan 49953; or to any such address as the Union or the Employer may make available to each other.

FOR THE UNION:




_____ 11-23-93
MICHIGAN COUNCIL #25, AFSCME,
AFL-CIO

FOR THE EMPLOYER:



APPENDIX A - PENSIONS

Probate Court Union employees will be covered by the MERS retirement plan, level B-2 with FAC-3 and F55/15 riders.

APPENDIX B - CLASSIFICATION AND RATES

Effective 1/1/1994:

Juvenile Officer \$28,410.00 annually

APPENDIX C - TRAVEL ALLOWANCE

(a) An employee required to travel on behalf of the County of Ontonagon in the course of employment shall be entitled to be reimbursed for expenses as follows:

1. Mileage: An employee required to use his own vehicle in the course of employment shall be compensated at the rate the County allows. If rate changes during contract year the new rate will become effective as of the date of decision.
2. Lodging and Meals: The total cost for meals and lodging and other proper expenses for out-of-county travel, will be reimbursed provided expenses are reasonable.
 - i. Employees authorized overnight lodging will be allowed actual cost of reimbursement if supported by actual receipts. Exceptions to this policy may be made by the Ontonagon County Board of Commissioners.
 - ii. Meal costs are not to exceed twenty dollars (\$20.00) per day, with a maximum of three dollars and twenty-five cents (\$3.25) for breakfast, four dollars and seventy-five cents (\$4.75) for lunch, and twelve dollars (\$12.00) for dinner. No receipts are required up to twenty dollars (\$20.00) per day (meal costs). If meal expenses exceed twenty dollars (\$20.00) per day, all receipt must be turned in and documented for approval of reimbursement over the twenty dollars (\$20.00) daily meal per diem cost.
3. Miscellaneous Expenses: Employees may be reimbursed for miscellaneous expenses including:
 - i. Telephone calls.
 - ii. Parking fees.
 - iii. Toll Road fees.
 - iv. Bridge fares.
 - v. Taxi-cab fares.
 - vi. Bus fares.

APPENDIX D

SNOW DAYS

In the event the Court is closed at the discretion of the Judge because of the inclement weather, all employees covered by this agreement shall not suffer lost wages or a reduction of other benefit areas. The maximum amount of days shall be two (2) per contract year.

APPENDIX E

ANNUAL LONGEVITY PAYMENT

Years of service as of December 1	% of Annual Wage Based Upon Appendix B, Classification and Rates
1-2	1/2%
3-5	1%
6-10	2%
11-15	3%
16-19	4%
20-25	5%
Over 25	6%

Each employee covered by this Agreement who shall have been employed for at least one (1) year shall receive an annual longevity payment, due and payable to the employee on the first pay day in December of each year on a separate check. Longevity pay shall be computed by the years of services as of December 1 times the percent of annual wage (See Appendix B, based on Classification and Rate.) Rate of annual wage shall be the rate of pay as of December 1. There shall be no pro-ration of this benefit, except in cases of employee layoffs by Employer.

Rate of pay as of December 1 X Percentage (%) based on years
of service = Longevity Payment.