

**2008 - 2009 - 2010 - 2011**

**EMPLOYEE'S CONTRACT**

**between**

**DICKINSON COUNTY**

**and**

**AFSCME LOCAL #1176**

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## **LABOR AGREEMENT**

This agreement is effective as of the 1st day of January, 2008 between the Dickinson County Board of Commissioners, Dickinson County Circuit Court (41st Circuit), Dickinson County District Court (District 95B) and Dickinson County Probate Court (hereinafter collectively referred to as the "EMPLOYER") and Dickinson County Courts, Airport Employees and Chapter of Local #1176, affiliated with Council #25, AFSCME, AFL-CIO (hereinafter referred to as the "UNION").

Upon the concurrence of the Dickinson County Correctional Officers Association/WPPA, Animal Control Officers shall be deleted from the list of employees covered by the Contract.

**PURPOSE AND INTENT:** The General purpose of this Agreement is to set forth the terms and conditions of employment for bargaining unit employees within Dickinson County 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 - 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 with 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 (the "Bargaining Unit Employees"):

All full-time and regular part-time Dickinson County Employees of the 41st Circuit Court, Dickinson County Probate Court, 95th District Court Division B, Airport Department, Parks Department, excluding the Friend of the Court, Magistrate, Elected Officials, Supervisors and all other employees.

- (b) (1) The term "employee" or "regular full-time employee" as used in this Agreement includes employees who have completed their probationary period, or who have remained employed in excess of the temporary period herein defined, who are regularly scheduled to work an average of at least thirty-two (32) hours per week on a full calendar year basis. Such employees shall be entitled to all benefits under this Agreement for which they are otherwise eligible.
- (2) For employees hired after January 1, 2008, and for retired employees who return to work or have returned to work for Dickinson County, the term "part-time employee" or "regular part-time employee" as used in this Agreement shall include those employees who are regularly scheduled to work at least 60% of the regular work week but less than 32 hours per week, on a full

calendar year basis. Regular part-time employees shall be entitled to wage rates, overtime rates, prorated sick leave, prorated vacation, prorated personal leave days, funeral leave and prorated holidays to the extent specifically provided by this Agreement. Employees scheduled to work an average of less than 60% of the work week shall have no rights under this Agreement. The Employer cannot replace a current full-time employee with two part-time employees without the consent of the Union.

- (3) The term “probationary employee” as used in this Agreement means a regular full-time or regular part-time employee who has not yet completed their probationary period as provided in the Seniority Article. Probationary employees shall be paid the normal classification starting rates and overtime for which they are eligible. Probationary employees may be laid off, disciplined, or discharged as exclusively determined by the Employer with or without cause, provided this provision shall not be used for the purpose of unlawful discrimination because of Union activity. The Union shall represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment as set forth herein, except discharged or disciplined employees for other than lawful Union activity.
- (4) The term “temporary employee” as used in this Agreement means an employee, including a seasonal employee, who is hired for a limited period not to exceed six (6) months in any one calendar year or for the duration of the leave, if longer, for temporary employees replacing employees on approved leaves of absence. The temporary period may be extended in individual cases by mutual agreement between the Employer and the Union. Temporary employees may be laid off, disciplined or discharged as exclusively determined by the Employer with or without cause. Temporary employees shall have no rights under this Agreement except as specifically provided in this paragraph. Temporary employees continued beyond their temporary period will be considered probationary employees with time worked during their temporary period credited toward their probationary period as appropriate. No temporary employees shall be hired if such hiring will result in the reduction of normal scheduled hours of work of any regular employee.
- (5) When new employees are hired the Employer will notify the Union and the employee, in writing, whether the employee is a “probationary employee” or a “temporary employee”.

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

For the purpose of this Agreement, or contract extension, the Employer will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group.

### **ARTICLE 3 RESPONSIBILITIES**

The Employer agrees that for the duration of this Agreement there shall be no lockouts. The Union, its officers, agents and members agree that for the duration of this Agreement there shall be no strikes, sympathy strikes, sit-downs, slow-downs, stoppages of work, picketing of any kind or form, however peaceable, or any acts of any similar nature, whether primary or secondary, that would interfere with the operations of the Employer and that they will not otherwise approve or support or permit the existence or continuance of any of these acts. Union members will not engage in Union activity on the Employer's time or engage other employees in Union activity while such employees are on the Employer's time, except as specifically permitted by this Agreement.

### **ARTICLE 4 MANAGEMENT RIGHTS**

Except to the extent specifically limited by express provisions of this Agreement, the Employer retains the right to manage and operate all of its operations and activities. Among the rights of management, included by way of illustration and not by way of limitation, are: the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment and machines required to provide such services, to establish classifications of work and the number of personnel required, to determine the nature and number of facilities or departments to be operated and their locations, to direct and control operations, to maintain order and efficiency, to continue and maintain operations as in the past, to change existing operating methods, to introduce new or improved operating methods, equipment or facilities, to establish and amend work rules and regulations not in conflict with this Agreement, to hire, recall, schedule, assign, transfer, promote, and layoff personnel for cause, to determine qualifications of personnel and in all respects to carry out the ordinary and customary functions of management provided such activities are not exercised in violation of any specific provision of this Agreement.

### **ARTICLE 5 UNION SECURITY (Agency Shop)**

- (a) Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a service fee to the Union equal to the amount of dues uniformly required of members of the Union 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 the amount of dues uniformly required of members of the Union, commencing thirty (30) calendar 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 the amount of dues uniformly required of members of the Union for the duration of this Agreement, commencing the thirtieth (30th) calendar

day following the beginning of their employment in the unit.

- (d) For purposes of this Article an employee shall be deemed to be a member of the Union, or to be paying the required Union representation fee, unless and until a duly authorized officer of the council, or the local Union, shall notify the Employer in writing that the employee is neither a member of the Union nor is paying the required Union Representation Fee.
- (e) In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provision of the Agreement, or otherwise takes action for the purpose of complying with the Union Security, Dues Check Off, Representation Fee Check Off, and/or Remittance of Dues and Fees Articles of this Agreement, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liability of whatsoever kind or nature, including expenses and fees connected with defense of such action and any back pay or other amounts directed to be paid to employees.

#### **ARTICLE 6 DUES CHECK OFF**

- (a) The Employer agrees to deduct from the wages of any employee who is a member of the Union or paying a Union "service fee" all Union membership dues or "service fee equivalents" uniformly required, if any, as provided in a written authorization in accordance with the form herein provided. The written authorization form shall be executed by the employee and shall remain in full force and effect during the period of this Agreement and may be revoked only by written notice given during the thirty (30) calendar day period immediately prior to the expiration of this Agreement. Notice of termination must be given by the employee to the Employer and the Union.
- (b) Dues and service fee equivalents will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each employee and the Union hereby authorize the Employer to rely upon and 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 dues or service fee equivalents.
- (c) The Employer shall provide this service without charge to the Union.
- (d) See attached authorization form. It is recognized that the language on the preprinted authorization form for the deduction of Union dues may be different from the language set forth herein. The language of the Union's preprinted form shall be construed to mean the same as the language contained in this Agreement.

#### **ARTICLE 7 REPRESENTATION FEE CHECK OFF**

- (a) The Employer agrees to deduct from the wages of any employee, who is not a member of the Union, the Union representation fee, as provided in a written authorization in accordance with the standard form used by the Employer herein (see subparagraph 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) calendar days immediately prior to expiration of this contract. The termination notice must be given both to the Employer and the Union.

- (b) The amount of such representation fee or service fee equivalent will be determined as set forth in the Dues Check Off Article of this Agreement.
- (c) The Employer shall provide this service without charge to the Union.
- (d) See attached authorization form. It is recognized that the language on the preprinted authorization form for the deduction of the Union representation fee may be different from the language set forth herein. The language of the Union's preprinted form shall be construed to mean the same as the language contained in this Agreement.

#### **ARTICLE 8 REMITTANCE OF DUES AND FEES**

- (a) When deductions Begin:

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

- (b) Remittance of Dues to Financial Officer:

Deductions for any calendar month shall be remitted to such address and to such financial officer of the Council as shall be designated in writing by the Council, with an alphabetical list of names and addresses of all employees from whom deductions have been made no later than ten (10) days following the date on which they were deducted.

- (c) The Employer shall also indicate the amount deducted and notify the Union of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions.

#### **ARTICLE 9 UNION REPRESENTATION**

- (a) The Union will be allowed to name two Stewards and two alternate Stewards to represent employees, one such Steward and one such alternate Steward from the Courthouse and one such Steward and one such alternate Steward from the Airport. The alternate Steward will function only in the absence of the regular Steward. The Employer will be notified, in writing, of the names of such Stewards and alternates.
- (b) So long as it does not interfere with the Employer's operations, the Stewards(s) may, with the prior approval of their department head, spend a reasonable amount of time

during their working hours (normally not to exceed one-half hour but longer, if necessary, with the specific consent of their department head) without loss of pay for the purpose of investigating and presenting grievances to the Employer.

- (c) So long as it does not interfere with the Employer's operations, the Council #25 Field Representative may have discussions with an employee during regular business hours, following notice to the employee's department head.
- (d) Employees covered by this Agreement will be represented in negotiations by the Council #25 Field Representative and/or International Union Representative and by four (4) negotiation committee members from the bargaining unit. Upon their appointment the Employer shall be notified of their names in writing. The Employer shall likewise be promptly notified in writing of any changes in the negotiating committee. All negotiating sessions by the parties shall commence at mutually agreeable times.

#### **ARTICLE 10 UNION BULLETIN BOARDS**

The Employer will provide bulletin board space in the Courthouse and at the Airport which may be used by the Union for posting notices pertaining to Union business. Notices of Union meetings, Union recreation and social affairs, and Union elections and appointments may be posted on this board without prior approval by the Employer, but no other notices shall be posted thereon without the prior written approval of the Employer.

#### **ARTICLE 11 SPECIAL CONFERENCES**

- (a) Special conferences for important matters will be arranged between the Chapter Chairperson and the Personnel Committee Chairperson, or his designated representative, upon the request of either party. Such meeting shall be between Management and normally not more than two (2) employee representatives of the Union unless additional representatives are necessary to provide factual data necessary at the meeting. 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 at a mutually agreeable time. If such meeting is held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such special conference during their regular working hours. This meeting may be attended by representatives of the Council and/or representatives of the International Union.
- (b) The Union representatives may meet at a place designated by the Employer on the Employer's property for not more than one-half hour immediately preceding the conference.

#### **ARTICLE 12 SAFETY COMMITTEE**

- (a) The Union may designate a Safety Committee of not more than two (2) employees,



one of whom shall be the Steward, which shall meet with representatives of the Employer at such times as may be mutually agreed upon for the purpose of discussing the enforcement of safety rules and the maintenance of safe working conditions. Additional resource people may also be in attendance. If such meeting is held during regular working hours, such representatives of the Union shall be permitted time off, with pay, for time actually spent in such meetings during their regular working hours.

- (b) The Union will cooperate with the Employer in encouraging employees to observe safety rules and regulations prescribed by the Employer and by law, and to work in a safe manner.

### **ARTICLE 13 GRIEVANCE PROCEDURE**

- (a) It is the intent of the parties to this Agreement that the grievance procedure set forth below shall serve as the sole means for peaceable settlement of all disputes that may arise between them as to the application and interpretation of this Agreement or the conditions of employment, without interruption in the normal operations of the Employer. Employees are required to follow and to use this procedure in case they have any grievances not otherwise resolved. Any grievance shall be presented as soon after its occurrence or after its coming to the attention of the aggrieved employee as is reasonably possible without interruption of work, but in any event the grievance, in order to become the basis for a claim, must be presented in writing within ten (10) calendar days after the employee knew or should have known of the occurrence or non-occurrence of the event upon which the grievance is based, which in no event shall be more than thirty (30) calendar days from the date of such occurrence or non-occurrence.

**Step 1** Any grievance should be presented to the employee's department head as soon as reasonably possible. Step 1 grievances may be discussed with the employee's department head during working hours by the aggrieved employee, provided they do not leave their place of work, or by the employee and/or their steward at a mutually agreeable time. If the grievance will be processed further through the grievance procedure, it shall be reduced to writing on forms provided by the Employer (which shall be readily available to employees or stewards) and shall be dated and signed by the employee involved. The written grievance shall, within ten (10) calendar days after the employee knew or should have known that the cause of the grievance had occurred, be presented by the employee and/or steward to the grievant's department head. The department head, or designee, shall give written signed disposition within five (5) working days after such written grievance is presented.

**Step 2** If no satisfactory settlement is obtained in Step 1, the Union may present the written grievance to the County Controller within seven (7) working days after the department head's response. The County Controller and the Union shall meet within 15 days for the purpose of resolving the dispute. The Council #25 Field Representative may participate in this discussion. The

County Controller shall give his written signed disposition within fourteen (14) calendar days of said meeting.

**Step 3** If no satisfactory settlement is obtained in Step 2, the written grievance may, within seven (7) working days after answer at Step 2 is due, be presented by the Chapter Chairperson to the County Board of Commissioners, or designate, for discussion and disposition. The Council #25 Field Representative may participate in any discussions with the Union at Step 3. The County Board of Commissioners, or designate, shall give their written signed disposition within fourteen (14) calendar days after the first regular meeting of the County Board of Commissioners following such presentation and discussion.

**Step 4** If the grievance remains unsettled, and the Union or Employer wish to carry the matter further, they shall, within thirty (30) calendar days after answer at Step 3, file a demand for arbitration in accordance with the Federal Mediation and Conciliation Service Rules and Procedures. (An arbitrator may, however, be appointed by mutual agreement of the parties without necessity for arbitrator lists from FMCS, and without otherwise filing a demand for arbitration with FMCS, provided agreement to follow such procedure is mutually agreed upon within such thirty (30) day period).

The arbitrator shall have the authority and jurisdiction only to interpret and apply the provisions of this Agreement insofar as shall be necessary to the determination of the merits of such grievance, but shall not have jurisdiction nor authority to add to, detract from or alter in any way the provisions of this Agreement.

While the arbitrator may interpret the provision of this Agreement with respect to questions of timeliness, they shall have no authority to consider or adjust any grievance not presented within the time limits provided.

The arbitrator shall in no event award back pay prior to the date of the occurrence or non-occurrence of the event upon which the grievance is based, and any back pay shall provide offset for any other earnings (except earnings that the employee earned over and above their normal wages while employed by the Employer) by the employee during such period from any source, including unemployment. No claim for back wages shall exceed the amount of wages the employee would otherwise have earned.

The decision of the arbitrator shall be final and binding subject to the limitations herein specified.

The expense of the arbitrator shall be shared between the Employer and the Union, with the winner paying (40%) and the loser paying sixty percent (60%). Each party shall be liable for any expenses incurred on its own behalf.

- (b) Any grievance not answered by the Employer at Step 1 within the time limits may be appealed by the Union to Step 2. Any grievance not answered by the Employer at Step 2 within the time limits shall be deemed settled on the basis of the Union's last 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. Any time limits may be extended by mutual written agreement.
- (c) Each grievance when reduced to writing shall contain a clear and concise statement of the subject matter of the grievance, including the specific facts upon which the employee relies, and the relief sought, and shall specify the numbers of the Articles and Sections of this Agreement under which the claimant believes they are entitled to relief. The numbers of such Articles and Sections may be revised no later than Step 2. No written grievance statement may contain more than one grievance without the consent of the Employer. Any employee may process their grievance through the grievance procedure without Union representation, provided they so request, in writing, witnessed by a Union officer or steward, and further provided that any such employee's grievance answer will be given to the Union (provided it is not of a personal nature).
- (d) For the purpose of computing the number of days specified at all steps of the grievance procedure, day one shall be the working or calendar day, as appropriate, following receipt of the grievance at any Step (or the working or calendar day, as appropriate, following the day the answer is given).

#### **ARTICLE 14 DISCHARGE AND SUSPENSION**

- (a) An employee may be disciplined or discharged for just cause. Discipline shall be progressive where circumstances reasonably permit progressive discipline. Any dispute as to the existence of just cause for discipline or discharge, or the severity of the discipline warranted, shall be subject to the grievance procedure set out in this agreement.
- (b) Upon the discharge or suspension of an employee (other than a probationary employee) the Employer agrees to promptly notify the employee and their steward, in writing, of the discharge or suspension and of the reasons for such disciplinary action.
- (c) Discharged or suspended employees will be allowed to discuss their discharge or suspension with their steward (or with another bargaining unit employee if the steward and alternate are not readily available) and the Employer will make available an area where they may do so before they are required to leave the property of the Employer (except where continued presence of such employee might be harmful to the welfare of employees or others, or to the safety or efficient operation of the Employer's facilities and operations). If the employee and/or steward so request, the Employer, or its designated representative, will discuss the discharge or suspension with the Employee and the Employee's steward. If the Employee requests, in writing, that their Steward not be present, the Employer need not permit the Steward's presence, but a copy of such written request from the Employee shall be

provided to the Chapter Chairperson. The Union shall be notified of the outcome of the meeting.

- (d) Grievances involving suspension or discharge shall be presented, in writing, at Step 2 of the grievance procedure within two (2) working days following written notification by the Employer of such disciplinary action.
- (e) 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 years previously unless such infractions were for the same offense.

#### **ARTICLE 15 SENIORITY**

- (a) A new employee's probationary period will be six (6) months, but such probationary period may be extended by mutual agreement, in writing, between the Employer and the Chapter Chairperson. Upon completion of their probationary period the employee's seniority will date back to their first day of work within such period. There shall be no seniority among probationary employees.
- (b) Seniority shall be on a departmental basis in the following departments: (1) Circuit Court, (2) District Court, (3) Probate Court, (4) Airport, (5) Parks and (6) Animal Control. Seniority will be based upon the employees most recent date of employment within the department.

#### **ARTICLE 16 SENIORITY LISTS**

- (a) There will be separate seniority lists for each department. Seniority lists will show the date of most recent employment in the department, the date of hire, name and job title of all bargaining unit employees in the department who have completed their probationary period and are entitled to seniority.
- (b) Seniority lists will be revised and posted at least semi-annually. Within fourteen (14) calendar days of posting of the seniority list (or such longer period as may be necessary for employees not aware of such list due to vacations, leaves of absence, etc.), each employee shall either sign the seniority list next to their name, in the place provided, or shall file a written, signed objection to the revision with the Employer. The Union may also object to such revisions, in writing, within such fourteen (14) calendar day period. If no written objections have been made within such period or, if written objection has been made, upon final resolution of the validity of such list, the Employer may conclusively rely upon the accuracy of such list for all purposes of this Agreement and for purposes of future revisions of such list. Written objections to revisions of such lists, as above provided, shall be submitted directly to Step 2 of the grievance procedure.

#### **ARTICLE 17 LOSS OF SENIORITY**

Employees shall lose their seniority and their employment may be terminated in any of the following events:

- (a) If they retire.
- (b) If they quit.
- (c) If they are discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (d) If they are absent for three (3) consecutive workdays without notifying the Employer.
- (e) If they are laid off for more than the shorter of a period equal to their seniority or two (2) years.
- (f) If they fail to confirm their continued availability for recall to work within ten (10) calendar days after written notice by the Employer, by certified mail, return receipt requested, addressed to the employee's last address on record with the Employer.
- (g) If they do not return to work as set forth in the recall procedure.
- (h) If they do not return as scheduled from vacation, sick leave or other leave of absence.
- (l) If they are off on worker's compensation for more than two (2) years, or if they fail to return to work (as scheduled) at the end of any period for which workers' wage compensation is payable or after which they have been medically certified that they are qualified to return to work.
- (j) If they willfully make a false statement which is material on their application for employment or on their application for leave of absence.
- (k) Notwithstanding the above, exceptions may be made in appropriate circumstances upon mutual agreement in writing between the Employer and the Union.

**ARTICLE 18 LAYOFF**

- (a) Layoff will be based upon departmental seniority within the classification. So long as the remaining employees have the required qualifications, and sufficient skill and ability, to efficiently perform all work required: temporary and probationary employee will be laid off first, with regular employees in the layoff classification thereafter laid off in the order of seniority, the least senior employee in the classification to be laid off first. For purposes of this Article, employees in the CFR Maintenance Worker/Assistant Airport Manager classification will also be deemed to hold departmental seniority within the CFR Maintenance Worker Classification.
- (b) Employees to be laid off will receive at least fourteen (14) calendar days advance notice of the layoff except in the case of emergency beyond the Employer's control (i.e. fire, accidents, acts of God, etc. ) in which event such advance notice as may be reasonable in the circumstances shall be given, but in no event to delay the effective date of layoff.

- (c) Grievances concerning this Layoff Article shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Employer of its intention to take specific action. Should an arbitrator find the Employer acted in bad faith in regards to layoff of the affected and that such employee should not have been laid off, such employee shall be returned to work with back pay commencing at the time of improper layoff. Absent a finding by an arbitrator of bad faith on the part of the Employer, any such employee the arbitrator finds should be returned to work shall be so returned effective at the start of the first pay period following any such award, and their pay shall commence on such date.

## **ARTICLE 19 RECALL**

- (a) When the working force is increased after a layoff, employees will be recalled within the recall classification according to departmental seniority with the most senior employee in the recall classification on layoff being recalled first, so long as such employees have the required qualifications, and sufficient skill and ability to efficiently perform all work required. For purposes of this Article, employees in the CFR Maintenance Worker/Assistant Airport Manager classification will also be deemed to hold departmental seniority within the CFR Maintenance Worker classification.
- (b) Notice of recall shall be sent to the employee by certified mail, return receipt requested, addressed to their last address on record with the Employer. If the employee fails to properly notify the Employer that they will report for work on the date specified they shall be considered a quit and all seniority shall be terminated. Such notification shall be provided to the Employer by the employee within five (5) calendar days after receipt by the employee of such written notice from the Employer, or upon return of such written notice by the postal service to the Employer indicating such notice to have been refused by the employee, unclaimed, or undelivered for any other reason. In proper cases exceptions may be made (for example, to permit an employee employed elsewhere to give reasonable notice to such other employer). Until the recalled employee returns the Employer may fill such vacancy in any manner permitted by this Agreement.
- (c) Grievances concerning this Recall Article shall be submitted, in writing, directly to Step 2 of the grievance procedure within five (5) calendar days following notification by the Employer of its intention to take specific action. Should an arbitrator find the Employer acted in bad faith in regards to recall of the affected employee, and that such employee should have been recalled, such employee shall be returned to work with back pay commencing on the date the employee should have been recalled. Absent a finding by an arbitrator of bad faith on the part of the Employer, any such employee the arbitrator finds should be returned to work shall be so returned effective at the start of the first pay period following such award, and their pay shall commence on such date.

## **ARTICLE 20 TRANSFERS**

If an employee is transferred to a non-bargaining unit position, but continues to be employed by the

Employer, and is thereafter transferred back to a bargaining unit position within twelve (12) calendar months, they shall accumulate seniority while working in such non-bargaining unit position with the Employer, and shall retain all rights accrued for the purposes of any benefits provided by this Agreement. Employees who are not retransferred to bargaining unit positions within such twelve (12) calendar months will, for the purposes of this Agreement, be considered to have lost their seniority and shall be entitled to no further benefits hereunder. Upon rehire into a bargaining unit position they shall be treated as new employees. Exceptions may be made in appropriate circumstances upon mutual agreement, in writing, between the employer and the Union.

#### **ARTICLE 21 JOB POSTING AND BIDDING PROCEDURES**

- (a) Promotions within the bargaining unit may be made on the basis of seniority. Job vacancies will be posted for a period of five (5) working days, setting forth the minimum requirements for the position, in a conspicuous place in the department. Employees interested shall apply within such five (5) day posting period. In the event the senior applicant is denied the promotion, the reason or reasons for the denial shall be furnished to the applicant and the steward in writing.
- (b) If the Employer deems the employee's performance in the new position to be unsatisfactory, the Employer may, within four (4) weeks of the date the employee assumes the new position, transfer the employee to their former position upon written notice to the employee and the steward of the reasons for such transfer.
- (c) Employees promoted to a higher classification shall receive the rate of pay of the first step of the new classification representing a pay increase in the classification to which they are promoted, as of the date of commencement of the duties thereof.
- (d) During the trial period employees will receive the rate of the job they are performing.

#### **ARTICLE 22 WORKING HOURS, SHIFTS AND HOURS**

- (a) This Article is intended to define the normal shifts and normal hours of work, and shall not be construed as a guarantee of hours of work per day or per week.
- (b)
  - 1. The regular working hours for full-time Courthouse employees will consist of seven and one-half (7 ½) hours per day, Monday through Friday. The normal daily hours for Courthouse employees (excluding the District Court) will be 8:00 a.m. through 4:30 p.m., with a one (1) hour unpaid lunch period from noon to 1:00 p.m.
  - 2. Airport employees will normally be scheduled forty (40) hours per week. Specific hours for airport employees will be scheduled by the Assistant Airport Manager or department head, in a manner and at times acceptable to the department head as necessary to meet the needs of the airline(s) and airport service. Full-time airport employees will normally receive a one-half (½) hour paid lunch included in their working day.
- (c) It is recognized and understood that deviations from the foregoing regular schedules of work may be necessary to provide proper service to the public, and efficient

operations by the Employer. Such regular starting times for full-time employees may be modified by the Employer, in its discretion, by up to one (1) hour. Lunch periods may similarly be modified by the Employer provided such unpaid lunch breaks shall be at least one-half hour, and not longer than one hour. Any greater schedule changes must be by mutual consent of the employee(s) and their Department Head.

- (d) Employees may take a fifteen (15) minute break in the A.M. and also a fifteen (15) minute break in the P.M. (or the first half and second half of their regular shift, whichever may apply) not to interfere with the operation of the office/department.
- (e) An employee who is sent home due to lack of work shall be guaranteed a minimum of two (2) hours pay.

### **ARTICLE 23 TIME AND ONE-HALF AND COMPENSATORY TIME**

- (a)
  - 1. For employees regularly scheduled to work thirty seven and one-half (37 ½) hours per week, rather than forty (40) hours per week, for hours actually worked during the week in excess of such thirty seven and one-half (37 ½) hours, but less than forty (40) hours, the employee will receive compensatory time off as provided below.
  - 2. Unless compensatory time is given as provided below, time and one-half will be paid as follows:
    - (i) For all hours actually worked over forty (40) per week.
    - (ii) For all hours actually worked on paid holidays for which the employee is eligible, in addition to holiday pay.
- (b) Compensatory time off will be given by the Employer as provided in paragraph (a) (1) above, or may be taken upon mutual agreement of the employee and the Employer as provided in paragraph (a) (2) above, in lieu of overtime compensation. Employees may accrue a maximum of two hundred forty (240) hours of compensatory time (representing one hundred sixty (160) hours of overtime actually worked). Upon reaching such limits the employee will receive cash for hours of overtime worked in excess of such maximum accrual. Compensatory time off may be taken by the employee at a time mutually agreeable to the employee and their department head in increments of not less than ½ hour. Employees will be allowed to use accumulated compensatory time off within a reasonable period after requesting the use of such time unless to do so would unduly disrupt the Employer's operation. Payment for compensatory time off will be at the employee's regular rate existing at the time the employee receives the payment. Upon termination of employment (voluntary or involuntary, including retirement or death), an employee who has accrued compensatory time off will be paid for unused compensatory time at the higher of their final regular rate or their average regular rate during the last three years of employment.

Should an employee accumulate in excess of seventy five (75) hours of comp-time on the books, and should they thereafter elect payment for overtime in lieu of



additional accumulation of comp-time the Department Head may require the employee to use accumulated comp-time to drop them sufficiently below the seventy five hours to permit expected additional comp-time earned to be used rather than paid. Example: An employee with one hundred (100) hours of accumulated comp-time elects to receive pay in lieu of future accumulation of comp-time. The Department Head may require the employee to use sufficient accumulated comp-time to drop their accumulated comp-time sufficiently below seventy five (75) hours to assure that further expected comp-time can be scheduled, and taken, in a manner to avoid actual payment of overtime.

- (c) 1. If an employee has at least seventy five (75) hours of accumulated compensatory time off (“comp-time”) on the books they may elect pay in lieu of additional comp-time accumulation. Once such election has been made, any additional comp-time (in excess of the amount on the books at the time of such election) will be paid rather than accumulated, until such time as the employee again elects to accumulate their comp-time.
- 2. The Department Head may require an employee to use accumulated comp-time, within a reasonable period, in such amount as may be necessary to avoid payment of wages in lieu of additional accumulation of comp-time.
- (d) Sick Leave shall not be counted as “hours of work” for overtime computation purposes. i.e. Employees must actually work forty (40) hours per week or take other approved leave time which together with actual hours of work total forty (40) hours per week before receiving compensation or compensatory time at the rate of time and one-half.

#### **ARTICLE 24 TEMPORARY ASSIGNMENTS**

The rate of pay for a regular employee temporarily assigned or appointed to fulfill the duties of a position which is in a different classification shall continue to be paid the same rate of pay as the employee was receiving prior to the temporary reassignment or appointment, provided that such assignment shall not exceed 90 calendar days.

#### **ARTICLE 25 RATES FOR NEW JOBS**

When a new job is created within the bargaining unit, the Employer will notify the Union of the classification, including job duties, and rate structure prior to its becoming effective. If the Union does not agree that the classification and rate are proper, such classification and rate shall be subject to discussion and, if agreement is not reached, the Employer may institute such proposed classification and rate but the Union may grieve the reasonableness of such rate directly to Step 2 of the grievance procedure.

#### **ARTICLE 26 LEAVES OF ABSENCE**

- (a) Any employee who has been employed for 6 months or more requiring a leave of absence shall make written request of the Employer for such leave. No employee with less than six (6) months of seniority shall be eligible for a leave of absence. Any leave of absence granted shall be without pay and for a period of not more than

four (4) months. However, a leave of absence without pay may be renewed.

- (b) Any leave of absence granted hereunder shall be reduced to writing: one copy thereof shall be given to the employee, one copy shall be given to the Union Steward, one copy shall be given to the Union, and one copy shall be retained by the Employer.
- (c) Upon the expiration of any leave of absence granted hereunder, such leave may be reconsidered for further extension by the Employer if so requested by the employee, and such extension, if granted, shall be reduced to writing and distributed in accordance with (b) above.
- (d) During the period of any type of leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in discharge without recourse.
- (e) Seniority shall not be lost during any leave of absence.
- (f) No benefits shall accrue for time off the job during any leave of absence.
- (g) Any employee electing to take a leave of absence under the Family Medical Leave Act of 1993 (FMLA) will abide by the provisions of the act.
- (h) Employees wishing to utilize leave under the Family Medical Leave Act shall notify the Employer. Such notice shall be given thirty (30) days in advance when possible or as soon as reasonably possible. Employees may utilize either paid or unpaid time for leaves qualifying under the Act.

#### **ARTICLE 27 JURY DUTY**

Jury Duty fees will be paid to employees subject to the following guidelines:

- (a) If the employee is not scheduled to work on the day(s) of Jury Duty, the full Jury Duty rate shall be paid to the employee.
- (b) If the employee is scheduled to work at the time of Jury Duty, the regular salary shall be paid to the employee while engaged in Jury Duty during such scheduled hours, but the Jury Duty fees shall be turned in to the County Treasurer or no Jury fee check will be issued.

#### **ARTICLE 28 PAID SICK LEAVE**

- (a) Employees with seniority shall be entitled to one (1) paid working day per month for illness which clearly prevents attendance at work, including serious illness of the employee's spouse, or children requiring the employee's immediate presence. Employees may schedule doctor or dentist appointments during working hours with the approval of their department head and may use accumulated sick leave for such purpose.
- (b) Employees will not normally be required to furnish their Employer with doctor's

certificates attesting to an illness of the employee (or their spouse or child) of less than three (3) days.

- (c) Employees shall be allowed to accumulate unused sick leave up to 100 days. Upon reaching such maximum, as an incentive to limit the use of sick leave, the Employer agrees to pay a bonus to employees who have accumulated the one hundred (100) days of maximum sick leave. The bonus would be granted in the form of payment for 25% of the sick leave days accrued in the calendar year beyond the (100) days allowed. The (100) day limitation would remain in effect for other sick leave payoff provisions. The bonus would be granted as soon as possible after January 1st of the year which follows and shall be based on the regular hourly rate of the employees during the year in which the sick leave subject to this payoff was accrued. It is understood that with the payment of the bonus, the sick leave accumulation reverts back to the (100) day limitation on January 1<sup>st</sup>. As an alternative to the 25% cash bonus cited above, an employee that has accrued 104 sick days may trade four (4) days in to receive one (1) vacation day and drop back down to 100 days and may do so three (3) times per year.
- (d) Upon termination of employment, employees shall be paid at 25% of their regular shift hours at straight time rate for each unused sick day then accumulated. Upon retirement from employment, or termination by death where the employee has already met the vesting requirements under the Employer's MERS retirement plan, employees shall be paid 50% of their regular shift hours at straight time rate for each unused sick day then accumulated, subject to a maximum of 100 days.
- (e) The Employer shall, on the anniversary date of the contract, advise each employee of the number of accumulated, unused sick days the employee has credited to their sick leave account.
- (f) Employees may donate sick leave hours to a fellow employee suffering from an extended serious health condition under the following conditions and qualifications.

For the purposes of this policy an extended serious health condition shall mean a condition which involves continuing active treatment by a physician for a chronic or long-term health condition that is incurable or so serious that, if not treated, would most likely result in death.

The determination of eligibility for sick leave donation shall be made on a case by case basis by the County Board Chairman, Vice Chairman and Controller. This policy does not apply to maternity leave or other planned leaves or job-related injuries. Employees suffering from extended serious health conditions will be eligible for sick time donations only when they have exhausted all of their own paid leave time (including sick, personal, vacation and compensatory time).

A sick leave donation form supplied by the Employer must be signed by the donating employee and witnessed prior to any hours being transferred. The maximum donation per employee per calendar year is 40 hours and the total maximum gift to an employee is 375 hours per calendar year.

- (g) Sick leave shall not be counted as "hours worked" for overtime computation purposes.

#### **ARTICLE 29 FUNERAL LEAVE**

- (a) When a death occurs in an employee's immediate family, i.e., mother, father, mother-in-law, father-in-law, grandparents, step-parents, legal guardian, spouse, brother, sister and children of the employee, the employee shall be granted up to three (3) days off to attend the funeral. Two additional days shall be granted to employees traveling over 200 miles to attend the funeral, without pay, if so requested. The employee excused from work under this paragraph, shall, after making written application, receive the amount of wages he would have earned by working straight time hours on such scheduled days of work for which he is excused. Time thus paid will not be counted as hours worked for purposes of computing overtime.

#### **ARTICLE 30 HOLIDAY PROVISIONS**

- (a) The following days shall be observed as paid holidays:
1. New Year's Day; Memorial Day; Christmas Eve; Christmas - to be taken on the succeeding Monday (or for Christmas Eve, on the preceding Friday) when the holiday falls on Saturday or Sunday; Independence Day - to be taken on the preceding Friday if the holiday falls on a Saturday, and to be taken on the following Monday if the holiday falls on a Sunday.
  2. Labor Day; Thanksgiving Day; Day after Thanksgiving Day; Washington's Observance Day; to be paid only when the holiday falls on a regular work day.
  3. One-half day holiday shall be granted on Good Friday and New Year's Eve - to be granted the Friday preceding if the holiday falls on Saturday or Sunday.
  4. Four days of each employee's choice, with the authorization of the employee's Department Head, will be granted as a holiday, so long as the functioning of the department is not disrupted. Such personal leave day must be used in the year earned and cannot be carried over to the following year. Employees must successfully complete their probationary period before being eligible to receive personal days.
  5. Employees regularly assigned to airport duty shall not observe the day after Thanksgiving, Washington's Observance Day, Christmas Eve, Good Friday, and New Year's Eve (one-half day) as paid holidays, but, in lieu thereof, another day off will be mutually agreed upon by each individual employee and their Department Head as the day upon which such employee will observe such holidays (full day or half day), and such agreed upon days (or half days) will be deemed holidays for such individuals.
- (b) To be eligible for holiday pay, employees must be regular full-time employees who

have completed their probationary period, must have earnings during the pay period for hours actually worked (or be on vacation or paid leave), and must actually work the holiday as scheduled, unless they have failed to work their shifts before, after or on the holiday because of vacation or paid leave. Substantiation may be required by the Employer.

- (c) Holiday pay for regular full-time employees will be based upon their normal scheduled workday (excluding overtime) and their base rate of pay exclusive of overtime or other premiums.
- (d) Regular part time employees shall observe the same paid holidays as regular full time employees but only if scheduled to work on the holiday.

**ARTICLE 31 VACATIONS**

- (a) Regular part-time and regular full-time employees will earn credits toward vacation with pay in accordance with the following schedule. The indicated number of hours of vacation (prorated as hereafter provided) will be deemed earned as of the end of the employee’s anniversary year (the twelve month period following the employee’s date of employment).

Number of Completed Years Continuous Service	Maximum Number of Hours Vacation To Which Entitled as of End of Anniversary Year
At least one year, but less than two years:	40
At least two years, but less than seven years:	80
At least seven years, but less than fifteen years:	120
At least fifteen years, but less than twenty five years:	160
Twenty years or more	Eight additional hours after 20 years of service and eight additional hours per year of service thereafter subject to a maximum of 30 days (240 hours).

- (b) An employee to be eligible for a vacation in any calendar year must have one year or more of continuous service and must have actually worked at least one thousand forty (1040) hours during the twelve (12) month period preceding the anniversary date of their employment.
- (c) To the extent reasonably possible vacations will be granted at the time most desired by employees, but the final right to the allotment of vacation periods is reserved exclusively to the Employer and shall be subject to work schedule and personnel requirements. Vacations must normally be taken in a period of consecutive days. With the written consent of the employee’s Department Head, vacations may be split into one or more days provided such scheduling does not interfere with the operations of the office/department. Vacation time will be earned at the

employment anniversary date and all employees will have 18 months from accrual to use earned vacation. Vacation time not taken within 18 months of accrual shall be forfeited. When a holiday for which the employee is eligible for holiday pay pursuant to the Holiday Article is observed by the Employer during an employee's scheduled vacation, and the employee would otherwise be scheduled to work the holiday, the employee will receive holiday pay for such holiday but they will not be deemed to be on vacation on such holiday. In such event, unless otherwise mutually agreed by the employee and their department head in writing, their vacation will be extended one day continuous with such vacation.

- (d) Vacation pay shall be based upon the employee's normal base rate at the time of their vacation, exclusive of overtime or other premiums, and their normal scheduled hours during such vacation period.
- (e) Regular full-time and regular part-time employees who have been paid (excluding overtime) less than two thousand eighty (2080) hours in their anniversary year of accrual shall be entitled to a prorated vacation, such proration being determined by totaling the number of hours paid to the employee (excluding overtime), dividing such sum by two thousand eighty (2080) hours and multiplying such fraction by the number of hours of vacation to which they would have been entitled had they been entitled to a non-prorated vacation.
- (f) Employees who are laid off, retire, or otherwise sever their employment will be paid for any accrued but unused vacation. Such accrual is based upon the employee's vacation earned, during the anniversary year prior to the year of their termination, which has not been used by them during the year in which their employment is terminated, plus the pro-rated vacation to which they would be entitled based upon hours paid during the year in which their employment is terminated.
- (g) If an employee becomes hospitalized or is under the care of a duly licensed physician during their vacation, such that they are entitled to, and are paid, sick leave pursuant to the Paid Sick Leave Article, their vacation will be rescheduled. If their incapacity continues through the end of the employee's vacation year, they will be awarded pay in lieu of vacation, but such pay in lieu of vacation shall not duplicate sick pay. To the extent employees receive vacation pay for days not worked during the year, they shall not receive sick pay for the same days.

## **ARTICLE 32 LONGEVITY**

- (a) Regular full-time and regular part-time employees shall be entitled to longevity payments, prorated as appropriate, as herein provided. Longevity payments will be added to the bi-weekly check issued during the month of the employee's anniversary date each year. The revised aggregate will then be treated as if the aggregate were a single wage payment for the regular payroll period. Employee may elect to have payments spread throughout the year. If spread throughout the year, the payment will not become a part of the regular hourly rate but will be treated as an "other pay". Employees electing this option must do so by completing an authorization form no later than December 1st for the following calendar year. Employees who have been paid (excluding overtime) less than 1950 hours in their anniversary year of accrual

will receive prorated longevity, such proration to be determined (in the same manner as vacation proration) by totaling the number of hours paid to the employee (excluding overtime), dividing such sum by 2080 hours and multiplying such fraction by the amount of longevity to which they would have been entitled had they been entitled to non-prorated longevity.

(b) The non-prorated longevity schedule is as follows:

Number of Completed Years Continuous Service	Maximum Longevity to Which Entitled as of End of Anniversary Year
At least 5 but less than 10	\$ 200
At least 10 but less than 15	400
At least 15 but less than 20	600
At least 20 but less than 25	800
At least 25 but less than 30	1,000
30 or more	1,200

**ARTICLE 33 INSURANCE COVERAGE**

(a) During the term of the agreement (1/01/08 - 12/31/11), the following shall be considered the Basic Health Plan:

Community Blue Option 1, W/CB-PCM \$500, CBD \$250/\$500, CBET \$50, CB-MH 50%, CB-OV \$10, \$10/40 Rx, Basic Dental and Vision Care Coverage. (This is the 2007 Community Blue Suffix 015 with the following changes: deductible is increased to \$250/\$500 and the Rx is \$10/40).

The Employer's share of the 2008 annual premium cost for the Basic Health Plan for employees hired prior to 1/01/05 shall be:

Single	\$ 6,478.32
Two Person	\$14,576.64
Family	\$17,491.80

The amount of the premium that exceeds the Employer Share will be withheld through a payroll deduction.

For each succeeding year of the contract, the Employer Share shall be the previous year Employer Share multiplied by 108%.

Employees hired on 01/01/05 or thereafter who choose the Basic Health Plan shall pay 15% of the premium cost of the Basic Health Plan by way of a payroll deduction.

Enhanced Dental Coverage, the UP Blue Rider and \$10/20 Rx coverage shall be available options with 100% of the additional cost of the options paid by the Employee through a

payroll deduction.

The following option shall also be available to all employees, regardless of hire date:

Flexible Blue Plan 2 Medical Coverage with Rx, \$500 Preventive Care, Mammography Benefits, Basic Dental and Vision Care coverage and Chiropractic Coverage, \$1,250/\$2500 deductible.

Effective 1/01/08, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/09, the Employer Share shall be 100% of the premium cost and 80% of the deductible.

Effective 1/01/10 and thereafter, the Employer Share shall be up to 108% of the previous year's Employer Share. In no instance shall the Employers share exceed the premium cost plus 80% of the deductible.

Subject to IRS rules and regulations, the Employee may opt to make an additional contribution to his/her HSA through a payroll deduction.

Employees hired during the term of this contract shall have the Employer Share of the HSA contribution prorated by date of hire.

The Employer will establish and maintain a Health Savings Account (HSA) for each employee choosing coverage under the Flexible Blue 2 Plan and will pay all costs associated with the establishment and maintenance of such accounts, subject to IRS rules and regulations.

The Employer's contribution to each HSA account will be deposited on the first work day of the new year or as soon thereafter as can be processed.

At the time of this agreement, the provider of health insurance coverage is Blue Cross/Blue Shield of Michigan, but the Employer reserves the right to select another carrier provided benefits remain comparable to, or better than those currently provided.

- (b) Family Continuation Riders, where applicable, will continue to be available for employees whose anniversary dates are prior to 1/1/90, subject to the same provisions for cost sharing as previously stipulated for health care premiums. For employees hired on 1/1/90 or thereafter, Family Continuation Riders will be available at the employee's option provided that the employee pays the full cost of said Riders.
- (c) Employees electing not to be covered by the County's health insurance plan will be paid an annuity of \$150 per month through contributions to a deferred compensation plan. Employees choosing this option may elect to be enrolled in a Free Standing Benefit Program composed of Enhanced Dental, Vision and \$10/40 Co-Pay Drug Rider Coverage, with said program to be paid for by the Employer. An employee may choose to self-pay for a \$10/\$20 Rx rider under this option.



- (d) Upon retirement from Dickinson County, and if the employee qualifies for retirement benefits under MERS, the Employer shall continue to pay the same percentage of health insurance benefits for retirees as paid for the retiree at the time of retirement but only for employees hired prior to January 1, 1996. ..It is agreed that said coverage shall extend and be limited to the employee's current spouse and all eligible biological and adopted children of the employee and all eligible step children of the employee, if applicable, until such a time as the death of the employee at which time the employee's surviving spouse and/or sponsored dependents may elect to "self-pay" so as to continue coverage. The choice of the carrier is to be at the discretion of the Employer provided the benefits remain comparable to, or better than, those currently provided. The Employer will not pay for retiree health insurance coverage for employees hired after January 1, 1996 but such employee's may "self-pay" for continued coverage after the date of their retirement.
- (e) It is agreed that until the age when a retiree qualifies for and receives supplemental health insurance coverage paid by the Employer as specified in paragraph (d) of this Article that medical coverage shall be as defined in the retiree's health insurance suffix last adopted prior to the date of retirement without dental or vision coverage riders.
- (f) Regular part-time employees shall not receive Employer paid medical insurance coverage but at their option, may enroll in the Employers Plan providing that the employee pays the full cost of said coverage.
- (g) Life Insurance coverage of \$10,000 shall be provided by the Employer at no cost to the employee until the time of retirement. Upon retirement, Employee may convert the group life insurance to an individual policy at the Employee's expense and according to the terms set by the insurance carrier. Additionally, regular part-time employees shall be permitted to "self-pay" life insurance premiums if the carrier permits.
- (h) If in a given year, the cost of health insurance increases substantially, by mutual agreement of both parties, the bargaining committee may revisit the health insurance coverage, and, upon, mutual written agreement between the Employer and the Union, modify the existing coverage as determined to be beneficial to offset the increased cost. This provision applies to health insurance coverage only.

#### **ARTICLE 34 SEPARABILITY AND SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law by a court of last resort, or court, or tribunal of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision or application shall be deemed invalid (except to the extent permitted by law), but all other provisions hereof shall continue in full force and effect.

#### **ARTICLE 35 GENERAL PROVISIONS**

- (a) It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all employees without unlawful discrimination. Any provisions of this Agreement shall be deemed waived as necessary for compliance with State and Federal rules, regulations and orders concerning discrimination,

including, without limitation, settlements and consent judgements.

- (b) This Agreement may be modified at any time by mutual written agreement of the Employer and the Bargaining Committee, such amendment, unless otherwise specified, to become a part of this Agreement without modifying or changing any other terms of this Agreement. Any Agreement reached between the Employer and the Bargaining Committee is binding on all employees affected and cannot be changed by any individual.
- (c) Employees are permitted to live outside of Dickinson County provided that they live no more than twenty (20) miles beyond the Dickinson County border.
- (d) Employees shall immediately notify the Employer, in writing, of their current name, address and telephone number, and of any changes therein, and also of any changes which would affect insurance or other benefits. The Employer may rely upon the employee's name, address, telephone number and other information shown on its records for all purposes involving their employment and this Agreement.
- (e) Any employee who fails to provide the Employer with at least fourteen (14) calendar days written notice of intention to quit, or who fails to continue to be available for their normal work, and if required by the Employer, to work their normal schedule during such entire fourteen (14) day period, shall forfeit any and all rights they might otherwise have to accrued benefits pursuant to the provisions of this Agreement.
- (f) Every employee must have such physical examinations from a doctor of the Employer's choice as are reasonably required from time to time (to the extent such examinations may legally be required by the Employer). If the employee is not satisfied with the results of the Employer's doctor, and a dispute arises, the employee may go to a doctor of their choosing and if the dispute continues, the Employer and the employee or the two doctors may agree upon a third doctor to resolve the dispute. The cost of the third doctor shall be shared by both parties. (This provision is applicable only to administration of this Collective Bargaining Agreement and is not intended to restrict rights under the Michigan Worker's Disability Compensation Law or otherwise).
- (g) The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining, and that the understandings and agreements arrived at by them after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- (h) The entire Agreement between the parties as set forth in this written instrument expresses all of the terms and conditions of employment which shall be applicable during the term hereof to the employees covered hereby.

**ARTICLE 36 RETIREMENT AND RETIREE BENEFITS**

- (a) The pension provisions now in effect (MERS Benefit B-4 with the E-2, FAC 3, F50 and RS-50 Riders) shall be continued. Employees shall contribute 2% of the cost of the benefit in 2005, the same rate as in 2004. Effective 1/1/06 and for years thereafter employees shall contribute 3% of the cost of the benefit plan. Members of the bargaining unit shall pay their contributions by way of a payroll deduction.

**ARTICLE 37 JOB CLASSIFICATIONS, PAY GRADES AND RATES**

1.	<u>Job Classifications and Departments (Offices)</u>	<u>GRADE</u>
	Airport Department:	
	CFR Maintenance Worker/Assistant Airport Manager	15
	CFR Maintenance Worker	13
	Animal Control Department:	
	Animal Control Officer	09
	Circuit Court:	
	Circuit Court Reporter	MP05
	Circuit Court Recorder	MP04
	Judicial Secretary	09
	District Court:	
	District Court Probation Officer	MP04
	District Court Recorder	MP02
	District Court Administrator/IT Coordinator	12
	Senior Court Clerk	09
	Department Assistant	06
	Secretary II	06
	Probate Court:	
	Juvenile Probation Officer	MP04
	Family Court Recorder	MP02
	Register of Probate	12
	Deputy Register of Probate	06

Wages:

- 2008: For all employees at a salary of \$45,000 or greater the salary schedule will be revised to reflect a 2% wage increase at each step of each classification effective 1/01/08.  
 For all employees earning less than \$45,000, the salary schedule will be revised such that each step of each classification shall be increased by \$900.  
 No employee will receive an increase of less than 2%.
- 2009: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/09.

2010: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/10.

2011: The salary schedule shall be revised to reflect a wage increase of 2.5% at each step of each classification effective 1/01/11.

Complete Salary and Wage Schedules shall be attached as an Addendum to this Agreement as soon as such schedules are available. Separate Salary and Wage Schedules shall be attached for each year of this Agreement. Union salary schedules listing each member and the annual wage and longevity pay, as prepared for the Payroll Clerk, shall be provided prior to January 1 of each year of this Agreement.

Reclassify and change pay grade of the Assistant Airport Manager from Grade TOPS 11 to Grade TOPS 15 and the CFR Maintenance Worker from Grade TOPS 8 to Grade TOPS 13, with the current Assistant Airport Manager to be placed into the new classification at the 2 year level and the incumbent part time CFR worker to be placed at the top rate. This reclassification will be effective August 1, 2007.

#### On Call Pay

District and Probate Court Probation Officers required to carry a pager shall be compensated for such on-call duty at the rate of \$6.00/day. It is understood that the daily rate is for 24 hours of coverage and includes weekends and holidays. Payment for on-call pay shall be made annually in a lump sum in the year following the rendering of service e.g. on-call pay for 1996 shall be paid in January of 1997. In those instances when the Deputy District Court Clerk provides occasional weekend on call coverage as Magistrate, the rate of pay shall be the highest of the daily per diem rate established by State Statute (MCLA 600.8521) or the amount provided by union contract.


#### ARTICLE 38 TERMINATION AND MODIFICATION

- (a) This Agreement shall continue in full force and effect until midnight, December 31, 2011 and for successive yearly periods thereafter unless notice is given in writing by either the Employer or the Union to the other at least sixty (60) days prior to the expiration date, or any anniversary date thereafter, of its desire to modify, amend or terminate this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations provided that, if proper notice has been given, this Agreement may be terminated by either party, following its expiration date, on ten days written notice of termination.
- (b) Notice of modification, amendment or termination shall be in writing and shall be sufficient if sent by certified mail, addressed, if to the Union, to Council #25, 710 Chippewa Square, Marquette, MI 49855, and if to the Employer, to the Dickinson County Board of Commissioners, Dickinson County Courthouse, Iron Mountain, MI 49801 or to such other address as the Union or the Employer may designate in writing.

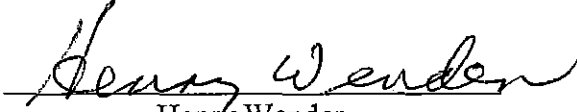
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LOCAL 1176, COUNCIL #25  
AFSCME, AFL-CIO

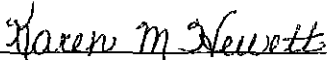
DICKINSON COUNTY BOARD  
OF COMMISSIONERS



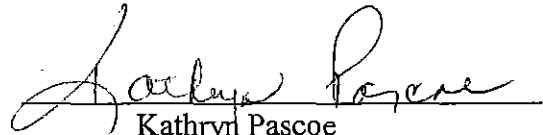
Todd Flath  
Council Staff Representative



Henry Wender  
Board Chairman




Karen Hewett  
Chapter Chairperson

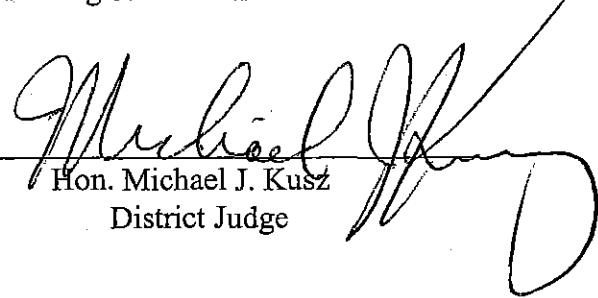


Kathryn Pascoe  
Controller/Administrator

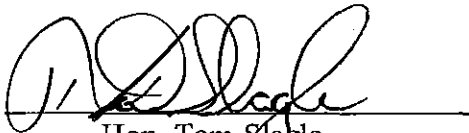
This Agreement is also accepted and executed by the following elected officials:




Hon. Richard Ceello  
Chief Circuit Judge



Hon. Michael J. Kusz  
District Judge



Hon. Tom Slagle  
Probate Judge



Sheriff Don Charlevoix

AFSCME - 2008

Increase over 2007: <\$45,000: + \$900; > = \$45,000: 2%%

P/R#	Employee	Date of Hire	Date of Reclass	Position	Salary Grade	Salary 1/1/08	Step Inc. 2008	YE Actual	Hourly Rate	2008 Long
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Hourly rates based on 2,080 hours/yr - 40 hour work week:

598	T. Howen	08/12/02	08/01/07	Ass't Airport Manager	15	\$ 40,818	\$ 42,772	\$ 41,607	\$ 20.003	\$ 200
	W. Verley	02//06/08		CFR Maintenance	13	\$ 31,907	\$ 33,411	\$ 29,446	\$ 16.063	
983	D. Miller	01/11/90		Animal Control	9	\$ 31,890		\$ 31,890	\$ 15.332	\$ 600
				Animal Control - PT	9	\$ 13,059	\$ 13,619	\$ 13,689	\$ 13.619	

Hourly rates based on 1,950 hours/yr - 37.5 hour work week:

626	M. Charlevoix	06/04/90	07/31/02	Circuit Ct. Reporter	MP05	\$ 41,503		\$ 41,503	\$ 21.284	\$ 600
1150	M.K. Short	05/02/05	07/02/07	Circuit Ct. Reporter	MP05	\$ 35,166	\$ 37,283	\$ 36,184	\$ 18.556	
235	M. Bruen	01/12/87	01/12/94PT	Judicial Secretary PT	9	\$ 15,361	22.5 hr/wk	\$ 17,972	\$ 15.361	\$ 434
235	M. Bruen	11/01/92		Law Librarian	NA	\$ 1,375		\$ 1,375		
1073	M. Rigoni	01/12/94		Judicial Secretary PT	9	\$ 15,361	19 hr/wk	\$ 15,177	\$ 15.361	\$ 148
1083	P. Miller	06/27/07		District Ct. Recorder	MP02	\$ 30,480	\$ 31,910	\$ 31,195	\$ 16.364	
96	T. Barlock	07/29/04		Dist. Ct. Prob. Off.	MP04	\$ 39,896		\$ 39,896	\$ 20.459	
				Drug Ct. Coordinator				\$ 3,500		
1185	A. Sparks	08/08/07		Dist. Ct. Prob. Off.	MP04	\$ 34,169	\$ 36,077	\$ 34,903	\$ 18.501	
299	C. Chicha	06/19/96	01/01/02	Dist. Ct. Adm/IT Coord	12	\$ 34,749		\$ 34,749	\$ 17.820	\$ 400
325	D. Cousineau	09/16/96	01/01/02	Senior Court Clerk	9	\$ 29,953		\$ 29,953	\$ 15.361	\$ 400
	W. Stebbins	12/31/07		Dist. Ct. Secretary II	6	\$ 23,877	\$ 24,853	\$ 24,365	\$ 12.745	
525	J. Guminski	06/11/07		Department Ass't	6	\$ 24,853	\$ 25,830	\$ 25,394	\$ 13.246	
435	W. Formolo	04/05/93		Juvenile Service Off.	MP04	\$ 39,896		\$ 39,896	\$ 20.459	\$ 600
693	A. Laitila	10/07/05	08/18/07	Juvenile Service Off.	MP04	\$ 37,984	\$ 39,896	\$ 38,425	\$ 20.459	\$ 200
476	B. Gerhard	01/02/02	06/18/07	Register of Probate	12	\$ 30,519	\$ 31,926	\$ 31,277	\$ 16.372	\$ 400
575	K. Hewett	05/01/84	05/02/05	Family Court Reporter	MP02	\$ 34,771		\$ 34,771	\$ 17.831	\$ 800
1151	J. Sleik	06/20/95		Juvenile Service Off.	MP04	\$ 39,896		\$ 39,896	\$ 20.459	\$ 400

TOTAL:

\$ 637,063

\$ 5,182

**Dickinson County - Technical, Paraprofessional and Service Classifications**  
**Year 2008 Schedule of In-Range Salary Classifications**  
**Hourly rate based on 1,950 hours annually**  
**Increase over 2007: <\$45,000: + \$900; > = \$45,000: 2%%**

UP Labor Union      AFSCME (Courthouse)

Salary Grade	START RATE		SIX MONTHS		ONE YEAR		TWO YEARS		THREE YEARS	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	19,119	9.805	19,461	9.980	19,799	10.153	20,142	10.329	20,485	10.505
2	20,363	10.443	20,726	10.629	21,092	10.816	21,460	11.005	21,823	11.191
3	20,945	10.741	21,398	10.973	21,847	11.204	22,301	11.436	22,751	11.667
4	22,354	11.464	22,887	11.737	23,419	12.010	23,960	12.287	24,494	12.561
5	22,992	11.791	23,658	12.132	24,317	12.470	24,979	12.810	25,646	13.152
6	23,877	12.245	24,853	12.745	25,830	13.246	26,809	13.748	27,786	14.249
7	24,337	12.481	25,333	12.991	26,328	13.502	27,325	14.013	28,320	14.523
8	24,802	12.719	25,822	13.242	26,834	13.761	27,849	14.282	28,867	14.804
9	25,521	13.088	26,628	13.655	27,737	14.224	28,846	14.793	29,953	15.361
10	26,505	13.592	27,753	14.232	29,001	14.872	30,249	15.512	31,502	16.155
11	27,018	13.855	28,291	14.508	29,566	15.162	30,836	15.813	32,113	16.468
12	29,108	14.927	30,519	15.651	31,926	16.372	33,340	17.097	34,749	17.820
13	29,953	15.361	31,441	16.124	32,925	16.885	34,410	17.646	35,896	18.408
14	31,115	15.956	32,781	16.811	34,439	17.661	36,101	18.513	37,763	19.366
15	32,933	16.889	34,734	17.812	36,538	18.737	38,339	19.661	40,140	20.585

**Dickinson County - Technical, Paraprofessional and Service Classifications**  
**Year 2008 Schedule of In-Range Salary Classifications**  
 Hourly rate based on 2,080 hours annually  
 Increase over 2007: <\$45,000: + \$900; > = \$45,000: 2%%

UP Labor (Maintenance)

AFSCME (Airport, An Control)

Dispatch

Salary Grade	START RATE		SIX MONTHS		ONE YEAR		TWO YEARS		THREE YEARS	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1										
2	21,646	10.407	22,060	10.606	22,436	10.787	22,849	10.985	23,224	11.165
3	22,268	10.706	22,695	10.911	23,082	11.097	23,507	11.301	23,894	11.488
4	23,788	11.437	24,349	11.706	24,911	11.976	25,512	12.265	26,075	12.536
5	24,475	11.767	25,052	12.044	25,631	12.323	26,250	12.620	26,830	12.899
6	25,401	12.212	26,451	12.717	27,499	13.221	28,551	13.726	29,565	14.214
7	25,886	12.445	26,972	12.967	27,990	13.457	29,079	13.980	30,165	14.502
8	26,409	12.697	27,463	13.203	28,551	13.726	29,636	14.248	30,724	14.771
9	27,163	13.059	28,327	13.619	29,526	14.195	30,724	14.771	31,890	15.332
10	28,211	13.563	29,528	14.196	30,877	14.845	32,190	15.476	33,540	16.125
11	28,774	13.834	30,125	14.483	31,476	15.133	32,827	15.782	34,179	16.432
12	31,004	14.906	32,464	15.608	33,922	16.309	35,381	17.010	36,842	17.713
13	31,907	15.340	33,411	16.063	34,913	16.785	36,415	17.507	37,920	18.231
14	33,126	15.926	34,891	16.775	36,691	17.640	38,417	18.470	40,218	19.336
15	35,081	16.866	36,992	17.785	38,907	18.705	40,818	19.624	42,772	20.563
16	37,518	18.038	39,430	18.957	41,345	19.877	43,256	20.796	45,210	21.736



**Dickinson County - Managerial/Professional Classifications**  
**Year 2008 Schedule of In-Range Salary Classifications**  
 Hourly rate based on 1,950 hours annually  
 Increase over 2007: <\$45,000: + \$900; > = \$45,000: 2%%

Salary Grade	START RATE		ONE YEAR		TWO YEARS		THREE YEARS	
	Annual	Hourly	Annual	Hourly	Annual	Hourly	Annual	Hourly
1	29,041	14.893	30,349	15.564	31,665	16.238	32,976	16.911
2	30,480	15.631	31,910	16.364	33,342	17.098	34,771	17.831
3	32,286	16.557	33,790	17.328	35,290	18.097	36,793	18.868
3(40)	32,286	15.522	33,790	16.245	35,290	16.966	36,793	17.689
4	34,169	17.523	36,077	18.501	37,984	19.479	39,896	20.459
5	35,166	18.034	37,283	19.119	39,390	20.200	41,503	21.284
6	37,567	19.265	39,892	20.457	42,211	21.647	44,532	22.837
7	39,398	20.204	41,851	21.462	44,300	22.718	46,773	23.986
8	40,172	20.601	42,791	21.944	45,405	23.285	48,068	24.650
8(40)	40,172	19.313	42,791	20.573	45,405	21.829	48,068	23.110
9	43,424	22.269	46,363	23.776	49,336	25.301	52,346	26.844
10	46,723	23.961	50,148	25.717	53,456	27.413	57,000	29.231
10(40)	46,723	22.463	50,148	24.110	53,456	25.700	57,000	27.404
11	50,460	25.877	54,163	27.776	57,856	29.670	61,560	31.569
12	65,498	33.589	70,646	36.229	75,801	38.872	80,951	41.513
13	85,089	43.635	91,898	47.127	98,704	50.617	105,511	54.108

**Letter of Understanding**

Between

**DICKINSON COUNTY**

and

**AFSCME LOCAL # 1176**

**ISSUE:** Union status of a union member employed part-time in a managerial capacity.

**WHEREAS,** Tim Howen is currently employed full-time as assistant airport manager/CFR Maintenance and is a member of AFSCME Local # 1176, and

**WHEREAS,** The Board of Commissioners has offered Mr. Howen the position of Airport Manager, which is a part-time union-exempt position, and

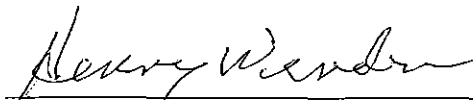
**WHEREAS,** Mr. Howen will continue his position as CFR Maintenance on a part-time basis, thereby remaining a full time employee of Dickinson County, now

**THEREFORE IT IS AGREED** that the position of Airport Manager will continue to be exempt from union affiliation and protection and Mr. Howen will be considered an at-will employee in this position, and

**IT IS FURTHER AGREED** that Mr. Howen will continue as a union member in his position as CFR Maintenance and shall be receive the same benefits and rights as those enjoyed by full-time employees under the provisions of the AFSCME Labor Agreement except that the union shall not be considered the bargaining agent with respect to terms of employment for Mr. Howen in his capacity as Airport Manager.

**IT IS FURTHER AGREED** that, if Mr. Howen's position as Airport Manager is terminated, he will resume his position as full-time CFR Maintenance and full time union member with no loss of seniority.

For Dickinson County:



Henry Wender, Chairman  
Board of Commissioners

7-13-2009  
Date

For AFSCME Local 1176:



Karen Hewitt, President

6-30-2009  
Date