

*"Menominee – Where the best of Michigan Begins"*

## MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse  
839 10<sup>th</sup> Avenue  
Menominee, MI 49858*

*Brian R. Bousley – County Administrator  
Sherry DuPont – Administrative Assistant  
Telephone: (906) 863-7779 or 863-9648  
Fax: (906) 863-8839*

### MENOMINEE COUNTY EXECUTIVE COMMITTEE

~A QUORUM OF THE BOARD MAYBE PRESENT~

**DATE:** Friday~ February 28, 2014  
**TIME:** 10:00 AM  
**PLACE:** Menominee County Stephenson Annex~ Stephenson, Michigan

#### \*\*\*\*\*AGENDA\*\*\*\*\*

1. Call Meeting to Order
2. Pledge of Allegiance
3. Roll Call
4. Approval of Agenda
5. Approval of Previous Minutes
6. Public Comment (limited to 5 minutes on agenda items only)
7. Business
  - a. 35 to 37.5 hour work week
  - b. Extended Office Hours 1 day per Week
  - c. Retirement benefits (name and amount) being posted on county website
  - d. Current employees (name, wage and benefits) being posted on county website
  - e. Millage for Library (estimated at .4 or less mils)
  - f. Funding for 3 Way Road Program in the 2015 Budget
  - g. Emergency Management Coordinator position at part time (24 hours per week)
  - h. Veteran Services hours within the county
  - i. Collection of Union Dues
8. Public Comment
9. Commissioner Comment (limited to 5 minutes)
10. Adjournment

*Charlie Meintz – Chairperson*

*Larry Schei – Vice Chairperson*

*Doug Krienke James Furlong Chris Plutchak Bernie Lang Gerald Piche Jan Hafeman John Nelson*

40 HOURS	37.5 HOURS	36 HOURS	35 HOURS
Allegan	Alger	Delta	Alcona
Alpena	Antrim	Isabella	Arenac
Barry	Clare	Lake	Baraga
Bay	Gratiot	Schoolcraft	Cheboygan
Berrien	Huron		Crawford
Benzie	Iron		Gladwin
Branch	Macomb		Gogebic
Calhoun	Mecosta		Houghton (35.5)
Cass	Osceola		Iosco
Charlevoix	Sanilac		Keweenaw
Clinton	Van Buren		Leelanau
Eaton			Luce
Emmet			Mackinac
Genesee			Montmorency
Grand Traverse			Oceana
Hillsdale			Ogemaw
Ingham			Ontonagon
Ionia			Oscoda
Jackson			Roscommon
Kalamazoo			
Kalkaska			
Kent			
Lapeer			
Lenawee			
Livingston			
Manistee			
Marquette			
Mason			
Menominee			
Midland			
Missaukee			
Montcalm			
Newaygo			
Ottawa			
Presque Isle			
Saginaw			
St. Clair			
St. Joseph			
Shiawassee			
Tuscola			
Wexford			

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## AGREEMENT

This agreement is made and entered into for a period beginning October 1, 2010 and ending September 30, 2014 between the 95A District Court Employees Association, hereinafter referred to as the "Employees" and the 95A District Court, hereinafter referred to as the "Employer". The terms and conditions of this agreement will remain in effect until such time as a new agreement is negotiated to replace it.

### 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 general public.

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 Employees encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### ARTICLE 1 RECOGNITION

Section 1. The Employer in accordance with all the provisions of Act 379 of the Public Acts of 1956, as amended, recognizes the 95A District Court Employees as their own bargaining unit which includes positions as follows: District Court Reporter/Judicial Secretary, District Court Clerk, Deputy District Court Clerk, Probation Officer and Magistrate.

The Employees form a single unit for the purpose of collective bargaining with respect to rate of pay, wages, fringe benefits and conditions of employment. The Employees shall consist of the above listed job titles.

Section 2. Should the Employer change the name of or responsibility of any classification of this list, it will notify the Association and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Association's agreement.

Section 3. In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Association of the recommended rate structure prior to its becoming effective. If the Association does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Association disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) works days after receipt of the Association notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Association when a new employee is hired to work in the department/positions listed in Section 1 of this Article as having association positions.

### ARTICLE 2 MANAGEMENT RIGHTS

Section 1. The Employer, except as this contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work site.
- E. Determine the level and type of service to be offered.
- F. Transfer, promote and demote employees.
- G. Make and enforce work rules.
- H. Schedule and assign overtime based on Employer needs and employee qualifications.

Section 2. Employer's Right. In addition, the Employer reserves and retains solely and exclusively all of its right to manage its affairs, as set forth by state statute and court rules.

### ARTICLE 3 NON-DISCRIMINATION

Section 1. It is mutually agreed that no discrimination shall be practiced by the Employer or the Association, against any employee because of membership in the Association, or by the Employer against any member because of activities on behalf of the Association.

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Section 2. In a desire to restate their respective policies, neither the Employer nor the Association shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, or age or because he/she is handicapped, a disabled veteran or a veteran of the Vietnam era.

#### ARTICLE 4 SECURITY

Section 1. Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize the District Court Employees Association as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

Section 2. The terms of this Agreement have been made for all employees in the bargaining unit.

#### ARTICLE 5 EMPLOYER SECURITY

Section 1. No Strike Pledge. The members of this bargaining unit under this agreement will not engage in or encourage any strike.

Section 2. No lockout. The Employer will not lockout any employees during the term of this Agreement.

#### ARTICLE 6 ASSOCIATION REPRESENTATION

Section 1. The Employer and the Association agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the 95A District Court, upon the written request of either party. The written request shall be made in advance and shall include a statement of the nature of the matter(s) to be discussed and the reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request. It is agreed that special meetings shall not be for the purpose of conducting continuing contract bargaining negotiations, nor in any way modify, alter, change or detract from the agreement provisions. Special conferences shall not be used instead of the Grievance Procedure to deal with grievances. The time for such conferences shall be arranged by mutual agreement between the parties.

#### ARTICLE 7 DEFINITION OF EMPLOYEES

Section 1. Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For the purpose of this Agreement, Regular Full Time Employees are Employees regularly scheduled on a permanent basis to work 40 hours per week shall be considered as regular, full-time employees.

#### ARTICLE 8 GRIEVANCE AND ARBITRATION

Section 1.

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as normal Courthouse working days, exclusive of holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the Employer and/or Department Head that the problem they are discussing is a potential grievance, so that the Employer and/or Department Head can answer as called for under this grievance procedure.

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ARTICLE 15 VACATIONS

Section 1. Vacation Eligibility: Vacation leave with pay will be granted to all permanent full-time and regular part-time employees who have completed one (1) year of service; said vacation to be credited to the employee on each anniversary date of County employment.

Section 2. Vacation Benefit:

- A. Vacation with pay will be granted on the following schedule;
  - 1 Year Six (6) days of vacation
  - 2 Years Twelve (12) days of vacation
  - 3 Years or more Add one (1) day for each year of service up to a maximum of thirty (30) days
- B. Regular part-time employees shall receive pro rata vacation based upon the hours they are regularly scheduled to work under the applicable schedule.

Section 3. Payment: Vacation pay shall be paid at the employee's regular rate of pay.

Section 4. Accumulations: Unused vacation during an anniversary year may be carried to the succeeding year, not to exceed a maximum of thirty (30) days of accumulation. Any unused days in excess of that amount shall be lost if not taken.

Section 5. Vacation Use: Vacations may be taken in hourly increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department.

Section 6. Vacation Scheduling: All vacation time off must be scheduled with the Department Head as far in advance as possible. As far as possible, vacations shall be granted at the times most desired by employees, but the final right to allot vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the County.

Section 7. Payment Upon Separation:

- A. Regular employees who have completed more than one (1) year of continuous service shall be paid for unused accumulated vacation credit in the case of the following:
  - 1) Upon retirement, resignation or termination of a employee member;
  - 2) Upon a employees member's death, payment shall be made to the employee's beneficiaries.
  - 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to work force.
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for upon any separation of an employee with less than one (1) year continuous service.

ARTICLE 16 HOURS OF WORK, OVERTIME AND PREMIUM PAY

Section 1. Standard Work Week: The standard week for computing pay will begin at 12:00 AM Sunday and extend until Saturday 12:00 Midnight seven (7) days hence.

Section 2. Breaks. Employees are allowed two (2) paid fifteen (15) minute rest breaks; one to be taken in the first half of the work day and one to be taken in the second half. A one-half hour lunch break will be provided. The scheduling of the breaks is the responsibility of the Department Head or his/her designee. Rest breaks may not be accumulated in any way.

Section 3. Overtime:

- A. Employees working in excess of forty (40) hours per week will be paid at the rate of time and one-half (1-1/2) of their regular rates.
- B. The Employer may, at its option, grant employees compensatory time off in accordance with the provisions of the Fair Labor Standards Act, as amended, in lieu of overtime, provided the

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- employee agrees to such compensatory time. However, no compensatory time may be accumulated beyond forty (40) hours at any one time.
- C. Duplication. Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.
- D. Assignment. All employees shall work reasonable amounts of overtime upon request. If reasonably possible, the Employer will attempt to solicit volunteers for overtime prior to requiring such overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. When extra work hours become available, the Employer may offer these hours to part-time employees within the same department working less than forty (40) hours for who the assignment will not result in overtime. After such part-time employees have reached the maximum hours so that only overtime hours are being offered, the Employer shall seek volunteers. If more than one (1) employee volunteers, preference, will be given to the employee with the most classification seniority that is qualified to perform the work. If sufficient volunteers cannot be obtained to fill the required hours, the Employer will first assign part-time employees and then attempt to fill the remaining hours by mutual agreement between the full-time employees. If there is no mutual agreement, the employee with the least amount of department-wide seniority who is qualified to perform the required work will be assigned the overtime.
- E. Call Back Premium. An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. If hours are not scheduled consecutively, they shall be considered call back. In the event that an employee is not released from his/her regular day's work and is asked to work beyond his/her regular day/s work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1 1/2) for the actual time worked in excess of such period. This provision expired on September 30, 2007
- F. On-Call Pay. Employees who are placed in an "on-call" status shall receive thirty dollars (\$30.00) per day for being on-call. This sum shall be in addition to any moneys received for being called into work. This "on-call" provision shall only apply to on-call assignments during weekends and holidays. This provision expired on September 30, 2007.

**Section 4. Training Pay:** An employee who shall voluntarily attend any school or seminar approved by the Employer shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1 1/2) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1 1/2) at the option of the employee. Part-time employees shall receive pay at the straight time rate up to a total of forty (40) hours in a week for all hours spent in class at such schooling or training, or straight time compensatory time at the option of the employee. If a part-time employee's time worked exceeds forty (40) hours in a week with such training, they shall receive overtime or compensatory time as provided in Section 3 above. Educational opportunities within each Department shall be posted, those attending will be determined by the Employer.

**ARTICLE 17 JURY DUTY**

**Section 1 Jury Duty:** A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**Section 2. Subpoenas:** An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed.

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## ARTICLE 7 DEFINITION OF EMPLOYEES

Definitions . The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

A. Regular Full-Time Employees : Employees regularly scheduled on a permanent basis to work eighty (80) hours per two (2) week pay period shall be considered as regular, full-time employees.

B. Regular Part-Time Employees: Employees who are regularly scheduled to work at least (4) four shifts in a two (2) week pay period but less than (80) hours in the same (2) week pay period shall be classified as regular, part-time employees.

Unless a temporary or seasonal employee is filling in for the absence of a bargained unit employee, the Employer shall not be allowed to retain such temporary employee for a period longer than one hundred eighty (180) calendar days or such employee shall have attained seniority unless the one hundred eighty (180) calendar day period is extended by mutual agreement of the Employer and the Union.

Temporary employees may be retained longer than one hundred eighty (180) calendar days and shall attain seniority in cases in which the temporary employee is filling in for a regular bargaining unit employee on an approved leave of absence.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 1. Grievance. A grievance is defined as an alleged violation of a specific article and section of this Agreement. If any such grievance arises, there shall be no stoppage or suspension of work on account of such differences, but the grievance shall be submitted to the following grievance procedure. For the purpose of this article, working days are defined as Monday through Friday excluding holidays. Unless mutually agreed upon, if at any step during the grievance process either party fails to comply with the time limits set forth in Section 2, the grievance shall be deemed resolved in the favor of the other party.

Section 2. Procedure. Within ten (10) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of an alleged violation, an employee who believes he has a grievance shall attempt to discuss the matter with the E-911 Director personally, and may be accompanied by a Union Steward. It shall be the objective of both parties to resolve the matter in this informal manner. In the event the grievance is not settled in this matter, the following formal grievance procedure shall apply:

Step One : Within five (5) working days after meeting with the E-911 Director, an aggrieved employee will reduce her grievance to writing, and present the grievance to the E-911 Director for her written answer. The written grievance shall name the employee(s) involved, shall state the facts giving rise to the grievance, shall state the date on which the alleged grievance arose, shall identify all the provisions of this Agreement alleged to be violated by appropriate reference, shall indicate the relief requested, and shall be signed and dated by the aggrieved employee(s) or the aggrieved employee(s) and Union. The E-911 Director shall give the aggrieved employee(s) an answer in writing, including the Employer's rationale for the answer, no later than five (5) working days after receipt of the written grievance.

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Section 7. Payment Upon Separation.

- A. Employees who have completed more than one (1) year of continuous service shall be paid for unused accumulated vacation credit in the case of the following separations from employment (such accumulation shall include pro-ration of vacation time based on months/years of service):
  - 1) Upon the retirement or resignation of a bargaining unit member, provided they provide two (2) or more weeks prior written notice of their retirement or resignation to the Employer;
  - 2) Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries;
  - 3) Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.
  
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:
  - 1) Upon an employee's discharge if not reversed through the grievance procedure;
  - 2) Upon any separation of an employee with less than one (1) year continuous service;
  - 3) Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

Section 8. Vacation Call In.

- 1) If an employee while on a scheduled vacation day is called and voluntarily agrees to return to work, the employee shall be paid at a rate of time and one half for all hours worked and the vacation hours shall be returned to the employee's vacation bank. The Director or the County Administrator will approve call in of the employee.
- 2) If an employee while on a scheduled vacation day is called and ordered into work, the employee shall be paid at a rate of time and one half for all hours worked and the employee shall have the option of returning the vacation hours to the employee's bank or to be paid for the vacation hours lost at a straight time rate of pay. Director or the County Administrator will approve call in of the employee.

**ARTICLE 17  
HOURS OF WORK, OVERTIME AND PREMIUM PAY**

Section 1. Standard Work Week. The **normal pay period shall consist of eight (8) ten (10) hour days or ten (10) eight (8) hour days.** Standard work week is 40 hours per week. Employees shall not lose pay due to the change from daylight savings time.

Section 2. Breaks. Employees shall be allowed to take regular, reasonable breaks, not to exceed a combined total of one (1) hour during a scheduled shift. Such breaks shall be taken on the premises of the City of Menominee Municipal Complex. However, employees who are required to work beyond their regular scheduled shift or who are unexpectedly called into work with less than four (4) hours notice may leave the premises for a period not to exceed fifteen (15) minutes for the expressed purpose of picking up lunch.

Section 3. Overtime.

- A. Employees working in excess of **a regular scheduled shift consisting of eight (8) or ten (10) hours, or eighty (80) hours in a pay period** shall be paid at a rate of time and one-half (1 1/2) of their regular hourly rates.
- B. Duplication. Nothing contained in this Agreement shall be interpreted as requiring duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.
- C. Assignments. When extra hours become available with twenty-four (24) or more hours advance notice, such hours shall be offered in the following order:
1. To part-time employees, by seniority, who will not incur overtime.

When such extra hours will result in overtime being paid, the Employer shall post the available hours. Thereafter, employees may sign up for the hours which they are available to work. Such hours shall then be assigned in the following order:

1. To the senior employee who signs for the entire shift.
2. To employees willing to split the shift by seniority.
3. The least senior employee may be required to work the shift.

For the purpose of this Article, "available" shall be defined as follows: the employee must not be currently scheduled to work the shift in question, the shift may not result in the employee working more than **fifteen (15)** consecutive hours.

When extra hours become available with less than twenty-hour (24) hours notice, such hours shall be offered in the following order:

1. To part-time employees who will not incur overtime, by seniority.
2. The shift will be split equally between the on duty employee scheduled to be relieved and to the off duty employee scheduled to be the relief.
3. To all employees in order of seniority.
4. The least senior employee may be required to work the shift.
5. No employee may work more than 16 hours in a 24 hour period (8:00 am to 7:59 am)

The least senior employee on duty may be required to remain on duty until the assigned employee arrives.

- D. Call Back Premium. An employee who has been released from duty and is called back to work with less than twenty-four (24) hours notice shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2) for the actual time worked in excess of such period.
- E. Shift Premium. Shift pay of forty-five (\$0.45) per hour will be paid to employees whose regular scheduled shift worked is from 1200 noon to 2200. A shift pay of sixty-five (\$0.65) per hour will be paid to employees whose regular scheduled shift worked is from 1800 to 0400 or 2200 to 0800. Shift premium overtime will only be paid for those hours of the regular scheduled shift that is being filled.

Section 4. Training Pay.

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An employee who shall voluntarily attend any school or seminar approved by the Employer and/or E-911 Director shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or E-911 Director which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1-1/2) for all hours spent in class at such schooling or training. Educational opportunities within each Department shall be posted; those attending will be determined by the Employer and/or E-911 Director.

Any employee assigned by the director to train new employees shall be compensated at the same hourly rate as the Telecommunicator Specialist during the hours scheduled by the director as training hours.

Section 5. Work Schedules. The Employer shall post work schedules no less than 2 months in advance, such schedule shall not be changed except by mutual agreement between the parties. The employer shall endeavor to schedule employees no more than six (6) days in a row without two (2) days off, a minimum number of shift changes and quick shifts per schedule. In addition, every effort shall be made to schedule an equal number of weekends off during the year. Upon request of the Union, the parties shall reopen this section for negotiations.

Section 6. Merger or Consolidations. In the event of a merger or consolidation, the employer agrees to notify the Union at least 30 days in advance of such action.

Section 7. Standard Work Shifts. There shall be two (2) ten (10) hour midnight shift designations. One beginning at 1800 hours and ending at 0400 hours, and the second one beginning at 2200 hours and ending at 0800 hours.

The afternoon shift shall be ten (10) hours and will begin at 1200 noon and end at 2200 hours. The day shift shall have one (1) ten (10) hour shift beginning at 0800 hours and ending at 1800 hours, and one (1) eight (8) hour shift beginning at 0400 hours and ending at 12 noon.

The standard 8 hour work shifts shall begin at midnight, and the standard 10 hour work shifts shall begin at 0800 hours. Such shifts shall not be modified unless mutually agreed between the parties.

Section 8. Rebidding Shifts. Beginning in July of 2009, and every year thereafter, there will be a posting for a period of 14 days allowing full time regular employees to rebid their work schedules by seniority for the upcoming year.

Any changes required will be made to the schedule because of the rebid will be implemented during the first full pay period that begins after January 4<sup>th</sup> of each year.

Should a shift become open because of an unexpected circumstance (i.e. employee retirement or resignation), that shift and all subsequent related open shifts shall be rebid by seniority until all are filled.

Section 9. Closures: Employees scheduled to work when other county offices have been ordered closed shall be paid at the rate of time and one half for the number of hours the county offices were closed.

## ARTICLE 18 JURY DUTY

Section 1. Jury Duty. A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he must then report for work unless there is less than one (1) hour between the time he is excused from such duty and the end of his schedule or he is unable to travel in that amount of time. In order to receive payment, an employee must give his supervisor one (1) week prior written notice or immediately upon notification that he has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. Employees scheduled to work the night shift prior to scheduled jury duty shall upon request, be granted time off without loss of seniority.

**SECTION 2.** Should the Employer change the name of or responsibility of any classification on the list, it will notify the Union and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Union's agreement.

**SECTION 3.** In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Steward of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Steward when a new employee is hired to work in the departments listed in Section 1 as having bargaining unit positions.

## **ARTICLE 2** **MANAGEMENT RIGHTS**

**SECTION 1.** The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Transfer, promote and demote employees.
- G. Make and enforce work rules.
- H. Schedule and assign overtime based on Employer needs and employee qualifications.

**SECTION 2. Employer's Rights.** In addition, the Employer reserves and retains solely and exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights, duties and obligations of the Employer nor rights under the Michigan Court Rules as to court employees shall, in any way whatsoever, be abridged.

## **ARTICLE 3** **NON-DISCRIMINATION**

**SECTION 1.** It is mutually agreed that no discrimination shall be practiced by the Employer or the Union, against any employee because of membership or non-membership in the Union, or by the Employer against any member or officer because of activities on behalf of the Union

**SECTION 2.** In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national original, or age or because he/she is handicapped, a disabled veteran.

**ARTICLE 4**  
**UNION SECURITY**

**SECTION 1.** Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize Teamsters Union Local No. 486, I. B. T., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

**SECTION 2.** Membership in the Union is not compulsory. Regular employees having the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union. Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his/her fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

**SECTION 3.** In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money determined by the Union in accordance with state and federal laws. For present regular employees, payment shall commence 31 days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start 31 days following the date of employment. This payment shall constitute a service fee.

**(x) SECTION 4.** During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, service fees and/or initiation fees owed to the Union, provided however that the Union presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Union. The written authorization forms shall be presented by the Union to the Employer. It is understood and agreed that the Union agrees to hold the Employer harmless from any liability to the employee for withholding said initiation fees and/or dues.

**SECTION 5. Noncompliance.**

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the Employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not effected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.

- B. The bargaining committee's sole function shall be to meet with Employer representatives for the purpose of negotiations. It is understood that the Union and the Employer may bring additional personnel to the negotiating session to address certain areas of concern and/or expertise during the collective bargaining process. The designated bargaining committee members will receive release time from their regular scheduled work hours for negotiating sessions if negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of three (3) employees. CH

## **ARTICLE 7**

### **DEFINITION OF EMPLOYEES**

**SECTION 1. Definitions.** The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

- A. **Regular Full-Time Employees:** Employees regularly scheduled on a permanent basis to work forty (40) hours per week shall be considered as regular, full-time employees.
- B. **Regular Part-Time Employees:** Employees who are regularly scheduled to work less than forty (40) hours per week, but no less than twenty (20) hours per week shall be classified as regular, part-time employees. Part-time employees that are scheduled to work 8 hours per day, may not work more than nine 8 hour days in any calendar month.
- C. **Special Part-Time Employees:** Employees who are regularly scheduled to work less than twenty (20) hours per week shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.
- D. **Substitute Employees:** These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.
- E. **Cooperative Learning (Co-op) and Grant-Supported Positions:** The Employer reserves the right to hire or use the services of persons to perform bargaining unit work, who perform services for work experience or educational credits; or

whose positions are funded by State, Federal or local government or any of their agencies, or any educational institution, or foundations through non-categorical grants. These positions include, but are not limited to, co-op students, JTPA participants, work study students, etc. Such employees shall be retained for the duration of the grant or the work experience program specifications. Such employees may not displace bargaining unit employees, or replace laid off bargaining unit employees or substantially replace a bargaining unit employee.

- F. Seasonal Employees: A seasonal employee is an employee who provides seasonal services, which is not of permanent nature and who does not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Seasonal employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- G. Temporary Employees: A temporary employee is an employee who provides services, when help is required in a job assignment or position, which is not of permanent nature and who does not work more than two hundred forty (240) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Temporary employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

## **ARTICLE 8**

### **GRIEVANCE AND ARBITRATION**

#### **SECTION 1.**

- A. The term "grievance" shall mean an allegation that there has been a breach, misinterpretation, or improper application of this Agreement.
- B. A person, group, or representative, designated in the grievance procedure steps, may have a designee appointed to satisfy the requirements herein.
- C. Time limit "days" shall be defined as normal Courthouse working days, exclusive of holidays, and the day of the occurrence will not be counted as a day for time limit purposes.
- D. During the course of operations there will be instances where employees have problems other than grievances. In order for the time limits to be adhered to properly, an employee must specify clearly to the Employer and/or Department Head that the problem they are discussing is a potential grievance, so that the Employer and/or Department Head can answer as called for under this grievance procedure.
- E. The time limits established in the Grievance Procedure shall be followed by the parties. If the Union fails to present a grievance in time or to advance it to the next step in a timely manner, it shall be considered to be withdrawn. If the time procedure is not followed by the Employer and/or Department Head, the grievance shall automatically be deemed settled on the basis of the Union's last position. The time limits established in the Grievance Procedure may be

- B. Regular part-time employees shall receive pro rata vacation based upon the hours they are regularly scheduled to work under the applicable schedule.

**SECTION 3. Payment.** Vacation pay shall be paid at the employee's regular rate of pay.

**SECTION 4. Accumulations.** Unused vacation during an anniversary year may be carried to the succeeding year, not to exceed a maximum of thirty (30) days of accumulation. Any unused days in excess of that amount shall be lost if not taken.

**SECTION 5. Vacation Use.** Vacations may be taken in hourly increments with the prior approval of the Employer and the Employer shall be the sole arbiter of the personnel needs of the department.

**SECTION 6. Vacation Scheduling.** All vacation time off must be scheduled with the Department Head as far in advance as possible. As far as possible, vacations shall be granted at the times most desired by employees, but the final right to allot vacation periods is reserved exclusively to the Employer in order to assure the orderly operation of the County.

**SECTION 7. Payment Upon Separation.**

- A. Regular employees after completing one (1) year or more of uninterrupted service, and is in good standing, shall be paid for their prorated unused accumulated vacation upon termination based on their anniversary date in case of the following separations from employment:
1. Upon retirement or resignation of a bargaining unit member;
  2. Upon a bargaining unit member's death, payment shall be made to the employee's beneficiaries;
  3. Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for upon any separation of an employee with less than one (1) year continuous service.

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**ARTICLE 16**  
**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**SECTION 1. Standard Work Week.** The standard week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence.

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**SECTION 2. Breaks.** Employees are allowed two (2) paid fifteen (15) minute rest breaks; one to be taken in the first half of the work day and one to be taken in the second half. A one-half hour unpaid lunch break will be provided. The scheduling of the breaks is the responsibility of the Department Head or his/her designee. Rest breaks may not be accumulated in any way.

**SECTION 3. Overtime.**

- A. Employees working in excess of forty (40) hours per week will be paid at the rate of time and one-half (1-1/2) of their regular rates.
- B. The Employer may, at its option, grant employees compensatory time off in accordance with the provisions of the Fair Labor Standards Act, as amended, in lieu of overtime, provided the employee agrees to such compensatory time. However, no compensatory time may be accumulated beyond forty (40) hours at any one time.
- C. Duplication. Nothing contained in this Agreement shall be interpreted as requiring a duplication or pyramiding of holiday, daily, weekly, or any other overtime or premium payments involving the same hours of work.
- D. Assignments. All employees shall work reasonable amounts of overtime upon request. If reasonably possible, the Employer will attempt to solicit volunteers for overtime prior to requiring such overtime. Employees who are required to work overtime will be given as much advance notice as is reasonably possible under the circumstances. When extra work hours become available, the Employer may offer these hours to part-time employees within the same department working less than forty (40) hours for whom the assignment will not result in overtime. After such part-time employees have been maxed out in hours so that only overtime hours are being offered, the Employer shall seek volunteers. If more than one (1) employee volunteers, preference will be given to the employee with the most classification seniority that is qualified to perform the work. If sufficient volunteers cannot be obtained to fill the required hours, the Employer will first assign part-time employees and then attempt to fill the remaining hours by mutual agreement between the full-time employees. If there is no mutual agreement, the employee with the least amount of department-wide seniority who is qualified of performing the required work will be assigned the overtime.
- E. Call Back Premium. This provision shall only apply to those hourly/non-exempt employees supervised by the Director of Building and Grounds/Parks who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. If hours are not scheduled consecutively, they shall be considered call back. In the event that an employee is not released from his/her regular day's work and is asked to work beyond his/her regular day's work, the extra worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2) for the actual time worked in excess of such period.

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- F. Shift Premium. Shift pay of thirty (30) cents per hour will be paid to employees whose regular scheduled shift worked is between 4:30 p.m. and 12:00 midnight. A shift pay of fifty (50) cents per hour will be paid to all employees whose shift is worked between 12:00 midnight and 8:00 a.m.
- G. On-Call Pay. This provision shall only apply to hourly/non-exempt employees supervised by the Director of Building and Grounds/Parks who are placed in an "on-call" status shall receive thirty dollars (\$30.00) per day for being on-call. This sum shall be in addition to any moneys received for being called into work. This "on-call" provision shall only apply to on-call assignments during weekends and holidays. Additionally, these specific employees shall receive ten dollars (\$10.00) per day for being on-call for a weekday (Monday-Friday), when designated by the Director of Buildings and Grounds/Parks to cover his/her scheduled vacation days only. The Director shall strive to equalize the "on-call" status among all eligible members of his/her department.

**SECTION 4. Training Pay.** An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Department Head shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or Department Head which shall occur on a leave day or a non-work day, the full-time employee will receive pay at the rate of time and one-half (1-1/2) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-1/2X) at the option of the employee. Part-time employees shall receive pay at the straight time rate up to a total of forty (40) hours in a week for all hours spent in class at such schooling or training, or straight time compensatory time at the option of the employee. If a part-time employee's time work exceeds forty (40) hours in a week with such training, they shall receive overtime or compensatory time as provided in Section 3 above. Educational opportunities within each Department shall be posted; those attending will be determined by the Employer and/or Department Head.

#### **UNIFORM ALLOWANCE**

Employees working under Building and Grounds/Parks will be reimbursed for approved clothing allowance purchases up to \$350.00 each during the course of the fiscal year. All purchases must be approved in advance by their supervisor, or will not be reimbursed.

### **ARTICLE 17** **JURY DUTY**

**SECTION 1. Jury Duty.** A full-time or regular part-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days' prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

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**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**SECTION 1.** The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Establish and change work schedules and assignments.
- G. Transfer, promote and demote employees.
- H. Make and enforce work rules.
- I. Schedule and assign overtime based on Employer needs and employee qualifications.

**SECTION 2.** Employer's Rights. In addition, the Employer reserves and retains solely and exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights, duties and obligations of the Employer in any way whatsoever, be abridged.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**SECTION 1.** It is mutually agreed that no discrimination shall be practiced by the Employer or the Union, against any employee because of membership or non-membership in the Union, or by the Employer against any member or officer because of activities on behalf of the Union.

**SECTION 2.** In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national original, or age or because he/she is handicapped, a disabled veteran.

**ARTICLE 4**  
**UNION SECURITY**

**SECTION 1.** Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize Teamsters Union Local No. 486, I. B. T., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

**SECTION 2.** Membership in the Union is not compulsory. Regular employees have the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not only for members in the Union. Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way

and assume his/her fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees. *col*

**SECTION 3.** In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money determined by the Union in accordance with state and federal laws. For present regular employees, payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start thirty-one (31) days following the date of employment. This payment shall constitute a service fee. 

**SECTION 4.** During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, service fees and/or initiation fees owed to the Union, provided however that the Union presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Union. The written authorization forms shall be presented by the Union to the Employer. It is understood and agreed that the Union agrees to hold the Employer harmless from any liability to the employee for withholding said initiation fees and/or dues.

**SECTION 5. Noncompliance.**

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the Employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not effected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.
- C. The Employer, only upon receipt of said notification with the request for termination, shall conduct an investigation of said request. In the event of compliance at any time prior to discharge, request shall be withdrawn.
- D. Failure of an employee of the unit to pay Union dues or service fees toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer.
- E. The discharge of an employee for failure to pay Union dues and initiation fees or service fees shall not be subject to the grievance procedure.

**SECTION 6. Deduction Forms.** The payroll deduction forms will be distributed to new employees by the Union.

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**ARTICLE 7**  
**DEFINITION OF EMPLOYEES**

Definitions. The terms "employee" and "employees", when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work one hundred forty-four (144) hours per twenty-eight (28) day work period shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees: Employees who are regularly scheduled to work less than one hundred forty-four (144) hours per twenty-eight (28) day work period shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.
- C. Substitute Employees: These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.
- D. Seasonal Employees: A seasonal employee is an employee who provides seasonal services, which is not of permanent nature and who does not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Seasonal employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- E. Temporary Employees: A temporary employee is an employee who provides services, when help is required in a job assignment or position, which is not of permanent nature and who does not work more than two hundred forty (240) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Temporary employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:

1. Upon any separation of an employee with less than one (1) year continuous service.
2. Upon the resignation of a Bargaining Unit employee with less than two (2) weeks prior written notice to the Employer.

## **ARTICLE 16**

### **HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**SECTION 1.** The provisions in this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employees of any specified number of hours of work, or as limiting the right of the County to fix the number of hours of work (including overtime) per day or per week for such employee.

**Implementation of Schedule for Duration of Agreement.** It is understood by both parties that prior to any change in the work schedule the Employer/Sheriff shall meet with the Union to discuss proposed changes. The 6-3 schedule may be abandoned during extended manpower shortages or reductions in force, subject to reinstatement of the 6-3 schedule upon the restoration of manpower to previous levels.

**SECTION 2.** The standard pay period for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight fourteen (14) days hence.

**SECTION 3.** Employees working over one hundred sixty-two (162) hours in any twenty-eight (28) days will be paid at a rate of time and one-half (1-1/2X) of their regular rate for time worked over one hundred sixty-two (162) hours.

**SECTION 4.** Employees working in excess of their regular work shift will be paid at the rate of time and one-half (1-1/2X) of their regular rates.

**SECTION 5.** The hours of work and specific shift assignment will be determined by the Employer.

**SECTION 6.** An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra time worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2X) for the actual time worked in excess of such period.

**SECTION 7.** An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Sheriff shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or Sheriff which shall occur on a leave day or a off duty day, the employee will receive pay at the rate of time and one-half (1-1/2X) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-1/2X) at the option of the employee. Educational opportunities within the Sheriff Department shall be posted, those attending will be determined by the Employer, having in mind the best interest of the department (Note: Travel time is included).

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**SECTION 8. Use of Part-Time Employees.** On absences of one work week or more, regular employees will be offered overtime for the first two (2) days, and then part-time employees may be used at the option of the Sheriff. For the purpose of this paragraph, absences will be defined as sick days, personal days, vacation days, funeral leave, and compensation days.

On vacations or illness of less than one (1) work week duration, part-time employees may be used as replacements at the option of the Sheriff. For the purpose of this paragraph, a work week will be defined as a standard work week as defined by Article 16, Section 2.

**SECTION 9.** Employees shall be afforded choice of scheduled shifts in order of their seniority within the Sheriff Department every four months and/or when shift changes are mandated by the Sheriff. All employees within the bargaining unit shall work the same number of days on any given work schedule.

**SECTION 10.** A premium pay of thirty cents (\$.30) will be paid for all hours worked on second shift. A premium pay of forty cents (\$.40) will be paid for all hours worked on the power shift. A premium pay of fifty cents (\$.50) will be paid for all hours worked in the third shift. Should a twelve (12) hour schedule be implemented premium will be paid at fifty cents (\$.50) an hour for all hours worked on the night shift.

When fully staffed there will be two (2) groups with six (6) corrections deputies in each group working twelve (12) hour shifts; 5:00 A.M. to 5:00 P.M. and 5:00 P.M. to 5:00 A.M. One group will work the day shift the other group the night shift. Shifts shall be bid by seniority, by classification. Shifts will be open for bidding every four (4) months. Hours worked will be eighty (80) hours in a two (2) week period. There will be one eight (8) hour shift worked per pay period in order to maintain eighty (80) hours in a two (2) week period.

Time and one-half (1-1/2X) shall be paid as per past practice for hours worked in excess of regularly scheduled hours. Premium pay to be paid at fifty cents (\$.50) for all hours worked on the night shift, 5:00 P.M. to 5:00 A.M. Should duties require those employees to work beyond 5:00 A.M., the shift premium will continue. Shift changes between officers are permitted, with a supervisor's approval, provided the change does not result in the accrual of overtime, compensatory time or any one officer working more than a twelve (12) hour shift and must be accomplished within one pay period. The Sheriff may use part-time employees the first two (2) days of absences of one week or more (Article 16, Section 8).

Supreme Court 8

## AGREEMENT

TEAMSTERS UNION LOCAL NO. 486, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union," and the MENOMINEE COUNTY BOARD OF COMMISSIONERS and the MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on this 1st day of October, 2008, enter into the following agreement.

### 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 general public.

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.

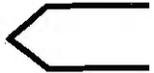
### ARTICLE 1 RECOGNITION

**SECTION 1.** The Employer recognizes Teamsters Union Local No. 486, I.B.T., as the exclusive representative for those department employees within the Lieutenant and Sergeant classification and excluding the Sheriff, Undersheriff, and all other Departmental employees, all as defined by law, in a single bargaining unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of work and other items and conditions of employment.

**SECTION 2.** Should the Employer change the name of or responsibility of any classification on the list, it will notify the Union and negotiate any necessary changes. The classification unit on the list involved in such change will not be removed from the bargaining unit without the Union's agreement.

**SECTION 3.** In the event a new classification is proposed or an existing position is significantly realigned, the Employer shall notify the Steward of the recommended rate structure prior to its becoming effective. If the Union does not object to the proposed rate within seven (7) work days, the rate shall be adopted. If the Union disagrees with the proposed rate within seven (7) work days by providing the Employer a notice in writing, a meeting shall be scheduled within seven (7) work days after receipt of the union notice to negotiate the rate. Nothing herein shall prohibit the Employer from immediately filling the new position with the Employer's proposed rate of pay subject to the outcome of the negotiations. The Employer shall also notify the Steward when a new employee is hired to work in the departments listed in Section 1 as having bargaining unit positions.

Defense Unit



**ARTICLE 2  
MANAGEMENT RIGHTS**

**SECTION 1.** The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Establish and change work schedules and assignments.
- G. Transfer, promote and demote employees.
- H. Make and enforce work rules.
- I. Schedule and assign overtime based on Employer needs and employee qualifications.

**SECTION 2. Employer's Rights.** In addition, the Employer reserves and retains solely and exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights, duties and obligations of the Employer in any way whatsoever, be abridged.

**ARTICLE 3  
NON-DISCRIMINATION**

**SECTION 1.** It is mutually agreed that no discrimination shall be practiced by the Employer or the Union, against any employee because of membership or non-membership in the Union, or by the Employer against any member or officer because of activities on behalf of the Union.

**SECTION 2.** In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, marital status or age or because he is handicapped, a disabled veteran or a veteran of the Vietnam era.

**ARTICLE 4  
SECURITY**

**SECTION 1.** Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize Teamsters Union Local No. 486, I.B.T., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

**SECTION 2.** Membership in the Union is not compulsory. Regular employees having the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

Accordingly, it is fair that each employee in the bargaining unit pay his/her own way and assume his fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

**SECTION 3.** In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money determined by the Union in accordance with state and federal laws. For present regular employees, payment shall commence 31 days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start 31 days following the date of employment. This payment shall constitute a service fee.

**SECTION 4.** During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, service fees and/or initiation fees owed to the Union, provided however that the Union presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Union. The written authorization forms shall be presented by the Union to the Employer. It is understood and agreed that the Union agrees to hold the Employer harmless from any liability to the employee for withholding said initiation fees and/or dues.

**SECTION 5. Noncompliance.**

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not effected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.
- C. The Employer, only upon receipt of said notification with the request for termination, shall conduct an investigation of said request. In the event of compliance at any time prior to discharge, request shall be withdrawn.
- D. Failure of an employee of the unit to pay Union dues or service fees toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer.
- E. The discharge of an employee for failure to pay Union dues and initiation fees or service fees shall not be subject to the grievance procedure.

**SECTION 6. Deduction Forms.** The payroll deduction forms will be distributed to new employees by the Union.

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3. Upon being indefinitely laid off, provided the employee may be allowed to retain the vacation credit for up to six (6) months. In a layoff situation, if the credit is paid out after the initial layoff date, it will be at the employee's rate at the time of the layoff. Once there has been a vacation payoff, there shall be no restoration of that vacation credit upon return to the work force.
- B. All vacation leave credits shall be canceled and shall not be reinstated or paid for in the case of the following separations from employment:
1. Upon any separation of an employee with less than one (1) year continuous service;
  2. Upon the resignation of a bargaining unit employee with less than two (2) weeks prior written notice to the Employer.

**ARTICLE 16**  
**HOURS OF WORK, OVERTIME AND PREMIUM PAY**



**SECTION 1. Standard Pay Period.** The standard work week for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight seven (7) days hence.

**SECTION 2. Hours Worked.** The normal work schedule shall be (40) hours per week. The hours of work and specific shift assignment will be determined by the Employer.

**SECTION 3. Assignment of Overtime.** If a Corrections Sergeant needs to be placed on a shift due to time off, other Corrections Sergeants will be offered overtime first, based on seniority, then the Corrections Unit will be offered overtime, based on seniority.

If a Corrections Deputy needs to be replaced due to time off, the Corrections Unit will be offered overtime first, based on seniority, and then the Corrections Sergeants will be offered overtime, based on seniority.

If a Road Sergeant needs to be replaced on a shift due to time off, other Road Sergeants will be offered overtime first, based on seniority, then the Road Unit will be offered overtime, based on seniority.

If a Road Deputy needs to be replaced due to time off, the Road Unit will be offered overtime first, based on seniority, then the Road Patrol Sergeants will be offered overtime, based on seniority.

**SECTION 4. Overtime.** Employees may be scheduled for eight (8) hour or twelve (12) hour shifts. Employees working more than their regularly scheduled shift in any one day will be paid at time and one half (1-1/2X) of the regular rates. Employees working in excess of five (5) days and forty (40) hours, during a standard week, will be paid at the rate of time and one-half (1-1/2X) of the regular rates. Shift times will be determined by the Sheriff with 1<sup>st</sup> shift being days, 2<sup>nd</sup> shift being afternoons, and 3<sup>rd</sup> shift being midnights. A premium pay of thirty cents (\$.30) will be paid for all hours worked on 2<sup>nd</sup>

shift. A premium pay of fifty cents (\$.50) will be paid for all hours worked on 3<sup>rd</sup> shift. Should duties require employees to work beyond the end of their shift, the premium will continue. 50

**SECTION 5. Call-Back Pay.** An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at a regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra time worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2X) for the actual time worked in excess of such period.

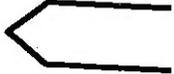
**SECTION 6. School/Seminar Attendance.** An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Department Head shall receive straight time for the hours of class work they so attend. For any schooling or in-service training assigned by the Employer and/or Department Head which shall occur on a leave day or an off duty day, the employee will receive pay at the rate of time and one-half (1-1/2X) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-1/2X) at the option of the employee. Educational opportunities within the Sheriff Department shall be posted; those attending will be determined by the Employer, having in mind the best interest of the department.

**SECTION 7. Inclement Weather.** Employees who work on days that weather conditions cause the County Courthouse to be closed will be paid time and one-half (1-1/2X) for their shift.

## **ARTICLE 17** **JURY DUTY**

**SECTION 1. Jury Duty.** A full-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the employee turning into the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days' prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**SECTION 2. Subpoenas/Court.** An employee who is subpoenaed to testify in any court proceeding because of his/her employment with the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed. If outside their regular shift the employee shall receive pay at their regular rate with a two hour minimum guarantee. Time beyond the first two hours shall be paid at a rate of time and one-half.

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**ARTICLE 2**  
**MANAGEMENT RIGHTS**

**SECTION 1.** The Employer, except as this Contract provides, shall have the right to:

- A. Hire and fire.
- B. Determine the size and composition of the work force.
- C. Allocate work assignments.
- D. Determine work sites.
- E. Determine the level and type of service to be offered.
- F. Establish and change work schedules and assignments.
- G. Transfer, promote and demote employees.
- H. Make and enforce work rules.
- I. Schedule and assign overtime based on Employer needs and employee qualifications.

**SECTION 2. Employer's Rights.** In addition, the Employer reserves and retains solely and exclusively all of its rights to manage its affairs. Neither the constitutional nor statutory rights, duties and obligations of the Employer in any way whatsoever, be abridged.

**ARTICLE 3**  
**NON-DISCRIMINATION**

**SECTION 1.** It is mutually agreed that no discrimination shall be practiced by the Employer or the Union, against any employee because of membership of non-membership in the Union, or by the Employer against any member or officer because of activities on behalf of the Union.

**SECTION 2.** In a desire to restate their respective policies, neither the Employer nor the Union shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national original, marital status, or age or because he/she is handicapped, or a disabled veteran.

**ARTICLE 4**  
**UNION SECURITY**

**SECTION 1.** Pursuant to and in accordance with all applicable provisions of the laws of Michigan, the Employer does hereby recognize Teamsters Union Local No. 486, I. B. T., as the exclusive representative for the purpose of collective bargaining with respect to wages, hours of employment and working conditions for the term of this Agreement of all employees included in the bargaining unit.

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**SECTION 2.** Membership in the Union is not compulsory. Regular employees have the right to join, or not join, or maintain or drop the membership in the Union as they see fit. The Union is required under this Agreement to represent all of the employees in the Bargaining Unit fairly and equally, without regard to whether or not the employee is a member of the Union. The terms of this Agreement have been made for all employees in the Bargaining Unit and not only for members in the Union. Accordingly, it is fair that each employee in the Bargaining Unit pay his/her own way and assume his/her fair share of the obligation along with the grant of the equal benefits contained in this Agreement, including dues and initiation fees.

**SECTION 3.** In accordance with the policy set forth under Sections 1 and 2 of this Article, all employees in the Bargaining Unit shall, as a condition of continued employment, pay to the Union, the employees' exclusive collective bargaining representative, an amount of money determined by the Union in accordance with state and federal laws. For present regular employees, payment shall commence thirty-one (31) days following the effective date or on the date of the execution of this Agreement, whichever is later; and for new employees, the payment shall start thirty-one (31) days following the date of employment. This payment shall constitute a service fee.

**SECTION 4.** During the period of time covered by this Agreement, the Employer agrees to deduct from the wages of an employee, all dues, service fees and/or initiation fees owed to the Union, provided however that the Union presents to the Employer written authorizations signed by each employee, allowing such deductions and payments to the said Union. The written authorization forms shall be presented by the Union to the Employer. It is understood and agreed that the Union agrees to hold the Employer harmless from any liability to the employee for withholding said initiation fees and/or dues.

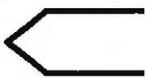
**SECTION 5. Noncompliance.**

- A. The Union shall notify an employee of non-compliance by certified mail, return receipt requested or personal service. Said notice shall detail the non-compliance and shall further advise the Employee that a request for discharge will be filed with the Board of Commissioners in the event compliance is not effected, with a copy of said letter to the Employer.
- B. If the employee fails to comply within thirty (30) days, the Union will notify the Employer in writing, and shall request termination of the employee's employment. A copy of the notice of non-compliance and proof of service shall be attached to the notification letter.
- C. The Employer, only upon receipt of said notification with the request for termination, shall conduct an investigation of said request. In the event of compliance at any time prior to discharge, request shall be withdrawn.
- D. Failure of an employee of the unit to pay Union dues or service fees toward the administration of this Agreement shall be recognized as reasonable and just cause for discharge by the Employer.
- E. The discharge of an employee for failure to pay Union dues and initiation fees or service fees shall not be subject to the grievance procedure.

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negotiating sessions are scheduled during the member's regular scheduled working hours. Members of the bargaining committee shall be paid for all time spent in negotiations during their regularly scheduled working hours. The above will be restricted, for pay purposes only, to a maximum of two (2) employees.

**ARTICLE 7**  
**DEFINITION OF EMPLOYEES**



Definitions. The terms "employee" and "employees," when used in this Agreement, shall refer to and include only those regular full-time employees and regular part-time employees who have completed their probationary period as set forth in this Agreement and who are employed by the Employer in the collective bargaining unit described in Article 1. For purposes of this Agreement, the following definitions shall be applicable:

- A. Regular Full-Time Employees: Employees regularly scheduled on a permanent basis to work one hundred forty-four (144) hours per twenty-eight (28) day work period shall be considered as regular, full-time employees.
- B. Regular Part-Time Employees: Employees who are regularly scheduled to work less than one hundred forty-four (144) hours per twenty-eight (28) day work period shall be classified as special, part-time employees. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status.
- C. Substitute Employees: These are employees who take the place of an employee on a non-permanent basis until the regularly assigned employee returns, or is replaced, provided the Employer is making a good faith effort to fill the position. These employees shall not be covered by this collective bargaining agreement. These employees will not be used to replace employees from the unit who are on layoff status. Such employees may be used to cover vacancies created by employee separations as long as that employee has a legal right to return to that position, or if the Employer is actively seeking a new employee, until the vacancy is filled.
- D. Seasonal Employees: A seasonal employee is an employee who provides seasonal services, which is not of permanent nature and who does not work more than seven hundred eighty (780) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Seasonal employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.
- E. Temporary Employees: A temporary employee is an employee who provides services, when help is required in a job assignment or position, which is not of permanent nature and who does not work more than two hundred forty (240) compensated hours in any one (1) year, unless the time is extended by mutual agreement. Temporary employees shall be compensated by wages only, and shall not be covered by the provisions of this Agreement.

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**ARTICLE 16**  
**HOURS OF WORK, OVERTIME AND PREMIUM PAY**

**SECTION 1.** The provisions in this Article are intended to provide a base for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employees of any specified number of hours of work, or as limiting the right of the County to fix the number of hours of work (including overtime) per day or per week for such employee.

**Implementation of 6-3 Schedule for Duration of Agreement.** It is understood by both parties that this schedule can only be changed with approval of the Sheriff and a majority vote of the members in the appropriate affected division. The 6-3 schedule may be abandoned during extended manpower shortages or reductions in force, subject to reinstatement of the 6-3 schedule upon the restoration of manpower to previous levels.

**SECTION 2.** The standard pay period for computing pay will begin at 12:00 Midnight Saturday and extend until Saturday Midnight fourteen (14) days hence.

**SECTION 3.** Employees working over one hundred sixty-two (162) hours in any twenty-eight (28) days will be paid at a rate of time and one-half (1-1/2X) of their regular rate for time worked over one hundred sixty-two (162) hours.

**SECTION 4.** Employees working in excess of their regular work shift will be paid at the rate of time and one-half (1-1/2X) of their regular rates.

**SECTION 5.** The hours of work and specific shift assignment will be determined by the Employer.

**SECTION 6.** An employee who has been released from duty and is called back to work prior to the commencement of his/her next shift shall receive two (2) hours pay at regular rate, plus pay for the number of hours actually worked. In the event that an employee is not released from his regular day's work and is asked to work beyond his regular day's work, the extra time worked shall not be considered a call-back. An employee called back to duty shall be considered as being on duty for the full-time period and another call-back within this period shall not entitle the employee to extra consideration beyond the time and one-half (1-1/2X) for the actual time worked in excess of such period.

**SECTION 7.**

- A. An employee who shall voluntarily attend any school or seminar approved by the Employer and/or Sheriff shall receive straight time for the hours of class work they so attend.
- B. For any schooling or in-service training assigned by the Employer and/or Sheriff which shall occur on a leave day or a off duty day, the employee will receive pay at the rate of time and one-half (1-1/2X) for all hours spent in class at such schooling or training, or compensatory time at the rate of time and one-half (1-

1/2X) at the option of the employee. Educational opportunities within the Sheriff Department shall be posted; those attending will be determined by the Employer, having in mind the best interest of the department

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**SECTION 8. Use of Part-Time Employees.** On absences of one work week or more, regular employees will be offered overtime for the first two (2) days, and then part-time employees may be used at the option of the Sheriff. For the purpose of this paragraph, absences will be defined as sick days, personal days, vacation days, funeral leave, and compensation days.

On vacations or illness of less than one (1) work week duration, part-time employees may be used as replacements at the option of the Sheriff. For the purpose of this paragraph, a work week will be defined as a standard work week as defined by Article 16, Section 2.

**SECTION 9.** Employees shall be afforded choice of scheduled shifts in order of their seniority within the Sheriff Department or when shift changes are mandated by the Sheriff. All employees within the bargaining unit shall work the same number of days on any given work schedule.

**SECTION 10.** Shift times will be determined by the Sheriff with 1<sup>st</sup> shift being days, 2<sup>nd</sup> shift being afternoons, and 3<sup>rd</sup> shift being midnights. A premium pay of thirty cents (\$.30) will be paid for all hours worked on 2<sup>nd</sup> shift. A premium pay of fifty cents (\$.50) will be paid for all hours worked on 3<sup>rd</sup> shift. Should duties require employees to work beyond the end of their shift, the premium will continue.

**SECTION 11.** Full-time employees will be given the opportunity for scheduled overtime by seniority, except in emergencies.

## **ARTICLE 17**

### **JURY DUTY**

**SECTION 1. Jury Duty.** A full-time employee shall be compensated as provided herein by the Employer for time spent in performing jury duty during such hours as the employee was scheduled to work. While serving jury duty on a scheduled work day, an employee shall receive their regular straight time pay for the work time missed, conditional upon the employee turning in to the Employer any jury fees, less mileage, for that time. If the employee reports for jury duty and is excused early, he/she must then report for work unless there is less than one (1) hour between the time he/she is excused from such duty and the end of his/her schedule. In order to receive payment, an employee must give his/her supervisor three (3) days' prior written notice that he/she has been summoned for jury duty, and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed.

**SECTION 2. Subpoenas/Court.** An employee who is subpoenaed to testify in any court proceeding on behalf of the County will receive their regular pay, conditional upon the employee turning into the Employer any witness fees and mileage. In order to receive this payment, the employee must give the Employer as much prior notice as possible that he/she has been subpoenaed and must furnish satisfactory evidence that he/she attended court for the time in which the payment is claimed. If outside their