

"Menominee – Where the best of Michigan begins"

MENOMINEE COUNTY BOARD OF COMMISSIONERS

*Menominee County Courthouse
839 10th Avenue
Menominee, Michigan 49858-3000*

*Brian R. Bousley - County Administrator
Sherry Smith - Administrative Assistant
Telephone: (906) 863-7779 or 863-9648
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01.11.2012

**TO: MENOMINEE COUNTY CLERK
839 10TH AVE.
MENOMINEE, MI 49858**

COMMISSIONERS FURLONG AND MEINTZ HAVE REQUESTED A SPECIAL MEETING OF THE MENOMINEE COUNTY BOARD OF COMMISSIONERS IN PERSON THROUGH THE ADMINISTRATIVE OFFICE.

TIME: 4:30 PM

DATE: TUESDAY ~ JANUARY 17, 2011

PLACE: COURTROOM B IN THE MENOMINEE COUNTY COURTHOUSE

PURPOSE: THE PURPOSE OF THIS MEETING IS TO APPROVE THE "COURTHOUSE" AND "CORRECTIONS" COLLECTIVE BARGAINING AGREEMENTS.

James Furlong - Chairperson

Bernie Lang

Charlie Meintz

Mark Jasper

Jim Pearson

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The Menominee County Board of Commissioners
will meet for a **Special Meeting** on
Tuesday ~ January 17, 2012
At the Menominee County Courthouse – Courtroom B

~~~A QUORUM OF THE BOARD WILL BE PRESENT~~~

### AGENDA

- A. Call to Order
  - B. Pledge of Allegiance
  - C. Roll Call
  - D. Public Comment *(statements, not debate, limited to five minutes per person on agenda items only)*
  - E. Approval of the Agenda
  - F. Action Items
1. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve the Agreement between the Menominee County Board of Commissioners and the Menominee County Clerk, Treasurer, Probate Court, Prosecuting Attorney, and 41<sup>st</sup> Judicial Circuit Court and International Brotherhood of Teamsters Local 486; Effective January 1, 2012 through December 31, 2014.
  2. Moved by \_\_\_\_\_ seconded by \_\_\_\_\_ to approve the Agreement between the Menominee County Board of Commissioners and the Menominee County Corrections officers and International Brotherhood of Teamsters Local 486; Effective January 1, 2012 through December 31, 2014.
- G. Public Comment *(limited to five minutes per person)*
  - H. Adjourn: Time: \_\_\_\_\_

*James Furlong - Chairperson*

*Bernie Lang*

*Charlie Meintz*

*Mark Jasper*

*Jim Pearson*

**AGREEMENT**

**BETWEEN**

**MENOMINEE COUNTY BOARD OF COMMISSIONERS  
AND  
THE MENOMINEE COUNTY CORRECTIONS OFFICERS**

**AND**

**TEAMSTERS LOCAL 486**



**EFFECTIVE**

**JANUARY 1, 2012**

**THROUGH**

**DECEMBER 31, 2014**

**BY: TEAMSTERS LOCAL 486 / ESCANABA**

*1-9-12*

**MENOMINEE COUNTY CORRECTIONS**  
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## 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, the MENOMINEE COUNTY SHERIFF, hereinafter referred to as the "Employer," do hereby on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 in accord with all the provisions of Act 379 of the Public Acts of 1965, as amended, recognizes Teamsters Union Local No. 486, I. B. T., as the exclusive representative of those department employees, identified below, excluding the Sheriff, Undersheriff, Lieutenants, and Sergeants, 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. The bargaining unit shall consist of employees whose job titles appear in Appendix A of this agreement.

**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 Union 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. 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, or age or because he/she is handicapped, a disabled veteran.

**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 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.

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

**SECTION 7. Incomplete Forms.** All check-off authorization forms shall be filed With the Employer, or Employer's designee, who shall return any incomplete or incorrectly completed form to the local Union steward and no check-off shall be made until such deficiency is corrected.

**SECTION 8. Deduction Limits.** The Employer shall only check-off obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation. When an employee is on non-pay status during a part of a pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of the check-off authorization form, together with the provisions of the Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

**SECTION 9. Remittance.** The Union will bill the Employer monthly with a form that reflects each employee's dues, initiation fees or service fees. The Employer shall remit these amounts to the Union as provided in this Article, along with each employee's current hourly rate of pay. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer.

**SECTION 10.** If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## **ARTICLE 5 EMPLOYER SECURITY**

**SECTION 1. No Strike Pledge.** The Union, and the members of the Bargaining Unit under this Agreement, will not engage in or encourage any strike. The Union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

**SECTION 2. Discipline and Discharge.** The Employer shall have the right to discipline and discharge any employee participating in such a strike, and the Union agrees not to oppose such action.

**SECTION 3. No Lockout.** The Employer will not lockout any employees during the term of this Agreement.

## **ARTICLE 6 UNION REPRESENTATION**

**SECTION 1. Special Conferences.** The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County, 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

matters 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 will be arranged by mutual agreement between the parties. The Union representatives may meet on the Employer's property for up to one-half (1/2) hour immediately prior to said conference.

**SECTION 2. Representative Meetings.** The Union's business agent, or other accredited representative of the Union shall be permitted to meet during working hours, provided such person notifies the person in charge upon his/her arrival. In no case shall such a representative interfere with the operations of the County during such a meeting.

**SECTION 3. Stewards.** The names of the stewards and alternate stewards shall be furnished to the Employer after the selection or when any changes occur in the stewards and alternate stewards designation.

**SECTION 4. Union Business.** The steward(s) and alternate steward(s) shall normally conduct Union business on their own time. However, the steward(s) and alternate steward(s) may be allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. After receiving permission from their supervisor, the Union steward(s) and alternate steward(s) may be released from work to present grievances or arbitrations during their normally scheduled working hours, without loss of pay.

**SECTION 5. Union Bargaining Committee.**

- A. Employees covered by this Agreement shall be represented in contract negotiations by negotiating committee of employees from the Bargaining Unit and Union business agent(s). Upon the bargaining committee member's selection, the Employer shall be notified in writing of the names of the members of the collective bargaining committee. The Employer shall be promptly notified in writing of any changes in the collective bargaining committee as they occur during the negotiating process.
- 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 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.

**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 weekdays (Monday – Friday), 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 Sheriff that the problem they are discussing is a potential grievance, so that the Sheriff 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 Sheriff, 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 extended by mutual agreement; provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to time limitations and dates for submission of grievances, appeals, answers, etc.
- F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step One level, and must be filed within three (3) working days of such discharge or layoff.

**SECTION 2. Procedure.**

- A. The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest and prompt effort to settle differences within the employee's department. If there is any controversy or difference between an employee or group of employees and the Sheriff with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows.
- B. An employee who believes he/she has a grievance shall first discuss the matter with his/her management supervisor (Sheriff, Undersheriff, Lieutenant or Sergeant) personally, or with Union representation. 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 1: Within five (5) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of the alleged violation, an aggrieved employee will reduce his/her grievance to writing, and present the grievance to the Sheriff. The Sheriff shall then furnish the employee, the Union, and the Board of Commissioners with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved, state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by the appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relieve requested and be signed by the employee(s) affected.

Step 2:

- A. If the matter remains unsettled, and the grievant and/or Union wishes to carry it further, the Union Steward shall refer the matter to the union Representative.
- B. The Union Representative, within thirty (30) days after receipt of Step 1 written response from the County Sheriff, shall meet with the Sheriff and County Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Union shall be notified, in writing, within five (5) calendar days.
- C. All grievances which are satisfactorily resolved at the first (1<sup>st</sup>) or second (2<sup>nd</sup>) Step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the steward of notice of the County Board of Commissioners' action to submit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance.

Step 3:

In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Michigan Employment Relations Commission in accordance with its voluntary rules and regulations. The expense of the arbitration shall be equally divided between the Union and the County. The decision of the arbitrator

shall be in writing and shall be final and conclusive, but the Arbitrator shall not have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or retirement system in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement or to rule upon which persons the Sheriff shall deputize and which persons will be delegated the Sheriff's law enforcement authority. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Nothing contained in this step shall be construed to limit the right of the parties to meet and select the arbitrator by mutual agreement.

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

**SECTION 3. Back Pay Amount.** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment benefits that the employee may have received during the period of the back pay.

**SECTION 4. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq., and Federal law pertaining thereto, and/or civil rights matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union employee shall not process the complaint through any grievance provided for in this contract. If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE 9**

### **DISCIPLINARY PROCEDURE**

**SECTION 1. Discipline.** Discipline, as used in this Agreement, shall mean any action from written reprimand to any action which results in loss of pay and/or discharge. No non- probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline. However, the Employer is not prohibited from suspending or discharging an employee upon the first instance based upon the seriousness of the offense.

**SECTION 2. Counseling.** Verbal counseling is not considered to be discipline and is therefore not subject to the grievance procedure. Counseling shall not be used as a basis for future disciplinary actions, except to verify that the employee has been made aware of the Employer's concern in the areas covered. Counseling will not be recorded in the employee's personnel file.

**SECTION 3. Investigations.** Discipline will not be initiated until an investigation has taken place and the employee to be disciplined has had a chance to respond. The report of the investigation will be made available to the Union and the Employer.

If, due to extenuating circumstances, an employee is suspended or discharged from duty pending completion of an investigation to avoid disruption of the Employer's operations, he/she shall receive their regular pay until after the Employer has completed its investigation.

**SECTION 4. Meeting.** At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union Representative may be present, if the employee so requests.

A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the Employer, provided a steward is available at the work site. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the Union Steward.

**SECTION 5. Notice of Discipline or Discharge.** The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing, the employee and the Union steward of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

**SECTION 6. Use of Past Record.** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously.

**SECTION 7. Progressive Discipline.** The following theory of progressive discipline will be used when verbal counseling does not correct an employee's misconduct.

Written Reprimand. The Employer will discuss the offense with the employee and inform them of the potential action which may be taken if another action occurs. A reprimand memorandum stating the offense and the potential action will be prepared by the Employer. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee and Union Representative. Signatures of the Employer and employee must appear on all copies indicating that the employee has read and received the reprimand memorandum.

Suspension. The Sheriff will discuss the offense with the employee. A written record of the meeting stating the offense and specifying the length of suspension shall be prepared by the Sheriff and they shall review the suspension notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee and the Union Representative. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the suspension notice. Only the Sheriff can suspend an employee.

Discharge. The Sheriff will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the Sheriff and they shall review the discharge notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Sheriff must appear on all copies indicating that the employee has read and received the discharge notice. Only the Sheriff can terminate an employee.

## **ARTICLE 10** **SENIORITY**

**SECTION 1.** Definition of Seniority. Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service.

Seniority shall be on a bargaining unit-wide basis, with the exception of the Cook, and Bailiff and subject to qualifications, and shall be defined as an employee's length of continuous services with the Menominee County Sheriff Department, subject to Article 10, Section 7, since his/her last date of full-time hire. An employee on Leave of Absence or on layoff for less than one (1) year shall be deemed to be in continuous service for purposes of seniority. An employee on Leave of Absence or on layoff for more than one (1) year shall be deemed to have lost his seniority.

**SECTION 2.** Probationary Period. Employees who are hired into a regular full-time position with the Employer shall be considered probationary employees for a period of six (6) months from the date of permanent employment. The probationary period may be extended an additional six (6) months by the Employer on a case by

case basis with written notice to the Union and signed by the employee. Extensions shall not affect compensation levels. Probationary employees may be disciplined or terminated by the Sheriff, at the Sheriff's pleasure, if determined by the Sheriff, in its sole discretion, to be in the Employer's best interest and further, the Union shall not represent such employees with respect to such termination. The Union has the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other than Union activities.

**SECTION 3. Seniority Lists.**

- A. The seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Employer will keep the seniority lists up to date at all times and will provide the Union Steward with up-to-date copies upon request and shall post the same, at least every six (6) months. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

**SECTION 4. Loss of Seniority/Employment.** An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send a written notification to the employee by certified mail, return receipt requested, at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In unusual circumstances, exceptions will be made.
- D. If he/she does not return from work when recalled from layoff, as set forth in the recall procedure.
- E. If he/she does not return to work immediately upon the expiration of his/her sick leave or leave of absence.
- F. When he/she is laid off for a period greater than his/her seniority, or twenty-four (24) consecutive calendar months.
- G. If, while on unpaid health leave of absence, sick leave or while receiving workers' compensation benefits from the Employer, he/she accepts another job (either self-employed or employed by others), or applies for and receives unemployment benefits.

- H. If an employee makes an intentional misrepresentation on his/her original employment application if detected within two (2) years of the application or if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. He/she is convicted or pleads guilty or nolle contendere to a felony or any work-related high-court misdemeanor.

**SECTION 5. Job Posting.**

- A. If there is a vacancy in an entry level bargaining unit job or when a new classification is created, the Employer will post notice of the vacancy for five (5) working days and shall provide the Union a copy of the posting. The posting shall indicate the classification of work, department, and pay grade. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting and shall notify the Sheriff that he/she has done so. All vacancies, promotional opportunities, or new positions will be posted. All vacancies or newly created positions will be offered first by lateral transfer among full-time employees who have posted for the positions, provided the employee is qualified, except no employee may lateral transfer to a County Officer's Department (Prosecuting Attorney, Clerk/Register of Deeds, Treasurer, Circuit Court Judge, Probate Judge) without the elected County Official's approval. The Employer agrees to fill posted positions within sixty (60) days, unless the Union is notified as to the reason that the position cannot be filled within this time frame.
- B. Job Advancement. Promotions within a department shall be made by the Employer, first from any qualified bargaining unit employees in that department, as determined by the Employer. In selecting employees for promotion, the Employer shall consider the factors of performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion. In the event the Employer determines that there are no qualified Bargaining Unit employees in the department, the position will be filled as provided in subsection A above.
- C. Trial Period. Employees assigned to vacancies or new positions shall serve a six (6) month trial period with an option to extend for an additional six months and will be given a minimum of sixty (60) days to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the trial period after the minimum sixty (60) day period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After the trial period, without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his/her original classification; there shall be no loss of seniority in the original classification.

**SECTION 6. Seniority While on Leave.** He/she, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery of their former position with full seniority rights, provided they are physically qualified to return to work. In the event that said disability shall

continue for more than one (1) continuous years, then, and in that event, the Employer shall review with the Union the status of the said employee's future employment, and in the event both parties agree seniority may be extended an additional six (6) months.

**SECTION 7. Seniority on Return to Work.** An employee who is subject to the jurisdiction of the Union, within the Sheriff Department, who has been in the past or will be in the future promoted to a position outside of the Bargaining Unit, within the Sheriff Department, and in the event that the said employee shall retain said position outside of the Bargaining Unit for more than a six (6) month period, then in that event, he/she shall lose his/her seniority within the Bargaining Unit. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the Bargaining Unit.

## **ARTICLE 11 LAYOFF AND RECALL**

**SECTION 1.** In the event of layoff, regular employees with seniority within the affected classification will be laid off in reverse order of seniority.

**SECTION 2.** No part-time or temporary employee will replace a full-time employee during a layoff.

**SECTION 3. Notice.** Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar day's notice of such layoff. The Steward shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

**SECTION 4. Recall Procedure.**

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 1 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last known addresses by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the receipt of notice of recall or by the date the recall notice is returned to the County as undeliverable, he/she shall be considered to have voluntarily terminated his/her employment. It shall be the employee's responsibility to keep the Employer informed of his/her current address.

**SECTION 5. Bumping.** Upon being laid off from his/her classification, a regular full-time or regular part-time employee may bump lower seniority employees under the following conditions:

- A. The bumping employee must have more Bargaining Unit seniority than the employee in the position who is being bumped.

- B. The bumping employee must possess the necessary skills, experience, certifications, and job qualifications which will qualify the employee to perform the work adequately, with minimal instructions.

**SECTION 6. Layoff Alternatives. Voluntary Layoffs.** When faced with a layoff, the Employer may solicit voluntary layoffs from members of the Bargaining Unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above. Seniority shall prevail in the event more than one employee volunteer for layoff. However, should the senior volunteer employee be deemed essential to operations by the Department Head, that employee will remain working. Determination of essential employees shall be mutually agreed upon by the Union and the Employer.

## **ARTICLE 12** **PAID LEAVES**

### **SECTION 1. Sick Leave.**

- A. **Sick Leave Accumulation.** Full-time employees covered by this Agreement shall accumulate eight (8) hours or one (1) day of sick leave for each month of his/her continuous employment for the employee's personal illness or injury incurred off the job, except no more than nine hundred and sixty (960) hours or one hundred twenty (120) work days of paid sick leave shall be accumulated at any time.
- B. **Payment Upon Separation.** Regular employees shall receive one-half (1/2) of all unused accrued sick leave earned up to a maximum of forty-five (45) days of sick leave in the case of the following separations from employment:
1. Upon 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.
- C. **Non-Payment Upon Separation.** All sick leave credits shall be canceled and shall not be reinstated or paid for upon the resignation of a Bargaining Unit employee with less than two (2) weeks prior written notice to the Employer.
- D. **Sick Leave Use.** Sick leave hours or days may be utilized for the following:
1. An employee's own personal illness or injury.
  2. Up to fifteen (15) leave days or 120 hours per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.

- E. Notification. An employee utilizing sick leave shall inform the Sheriff or their designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.
- F. Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed five (5) working days/forty (40) hours, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.
- G. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.
- H. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.
- I. Verification. The Sheriff may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate may be required for an illness or injury extending over a five (5) day period, or when the Employer has a reasonable basis to believe there is abuse of sick leave.
- J. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
  - 1. For days of absence other than regularly scheduled work days of the employee.
  - 2. For periods where an employee is laid off or during an approved unpaid leave of absence.
  - 3. Prior to an employee being credited with sick leave.

**SECTION 2. Funeral Leave.** Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days/twenty-four (24) hours funeral leave will be granted in the case of the death of the spouse, mother, father, child, grandchildren, step-father, step-mother, step-son, step daughter, sister, brother, mother-in-law, father-in-law, son-in-law, and daughter-in-law of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, step grandparent of the employee.

However, an additional four (4) days/thirty-two (32) hours funeral leave are available to the employee, provided the additional days are transferred from the employee's accumulated sick leave.

Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the Sheriff.

**SECTION 3. Personal Days.** Permanent full-time employees will be allowed two (2) personal days per year (not to be deducted from sick leave), and will be used with the approval of the Sheriff, which will not be unreasonably withheld. Personal days must be used in the calendar year they are earned or will be lost. Two (2) twelve (12) hour days if working twelve (12) hour schedule.

**SECTION 4. Military Reserve Training Leaves.** Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

**SECTION 5. Duty Incurred Disability Leaves.**

- A. Employee, while performing within the scope of his/her employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.
- B. Any employee involved in a work related accident or injury must report that accident or injury to his/her supervisor and the Sheriff as soon as possible and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.
- C. Regular employees who have been employed for one (1) year or more sustaining all occupational injury for which compensation is paid by the Worker's Compensation Insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his/her regular bi-weekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of twelve (12) months from the date of the injury, to pay the premiums on health insurance, where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances to the extent provided by law. All other fringe benefits shall cease while on Worker's Compensation.
- D. In the event an employee receives sick leave or vacation compensation and subsequently is awarded Worker's Compensation for the same period of time, the employee shall sign over to the County their Worker's Compensation check for that period and the County shall credit the employee's sick leave account with the number of sick leave hours covered by the Worker's Compensation check.

**ARTICLE 13**  
**LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS**

**SECTION 1. Administrative Leaves.** At his/her request, a regular employee may be granted an administrative leave of absence without pay with the approval of their Sheriff and the Board of Commissioners and under the following conditions:

- A. The employee will indicate the duration of such leave in his/her initial request.
- B. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient at the discretion of the Sheriff and Board of Commissioners to warrant such leave of absence. Such permission shall not be unreasonably withheld.
- C. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of the leave.
- D. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.
- E. In the event the Employer denies a request for an administrative leave, said denial shall not be subject to the grievance procedure.

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable amendment to such Act and shall run concurrently with the benefits of said Act.

**SECTION 2. Health Leave.** A leave of absence without pay due to non-work related sickness and/or injury which prevents the employee from discharging his/her normal duties shall be granted on the following basis:

- A. A regular employee shall be granted a leave of absence upon the approval of the Sheriff and the Board of Commissioners for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his/her fitness to work.
- B. The employee must utilize his/her sick leave before requesting an unpaid leave of absence for illness or injury.
- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or from any absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to work or if the employee's presence at the County may

endanger his/her health and safety, or that of the County, public and/or other employees.

- D. The Employer may request an employee to submit to a second physical examination with a physician designated by the County as provided in Article 23, Section 2.
- E. Maternity Leave. For all employees, up to twelve (12) weeks may be granted with extensions granted upon a physician's recommendation.

**SECTION 3.** When a leave of absence without pay under this Article is granted for a specific time period of not more than twelve (12) months, and is not extended beyond such period, the individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position. When a leave of absence is required for a period of more than twelve (12) months, the employee's position will not automatically be held open for him/her.

**SECTION 4. Benefits.** All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurances, except that the County will continue Employer paid health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) weeks. No benefits shall accrue during such leaves. The Employer will continue to pay the County portion for health insurance on behalf of the participant for the first four (4) weeks following the week in which military duty commenced. To the extent required by federal law, the County will also continue to provide group health coverage for leaves other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverages under the County group policies at the employee's expense to the extent required by Federal law.

**SECTION 5. Military Leave.** Military leave shall be granted according to applicable state and federal law.

**SECTION 6. Failure to Return.** In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service.

## **ARTICLE 14 HOLIDAYS**

**SECTION 1. Holidays Recognized.** The following holidays are recognized by the Employer:

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | Columbus Day              |
| President's Day  | Veteran's Day             |
| Good Friday      | Thanksgiving              |
| Easter           | Friday after Thanksgiving |
| Memorial Day     | Christmas Eve             |
| Independence Day | Christmas                 |
| Labor Day        | New Year's Eve            |

**SECTION 2. Dates Observed.** Said holidays will be observed on the nationally designated date. The term "holiday" when used herein shall mean a full twenty-four (24) hours commencing at 12:00 Midnight on the eve of the holiday and ending at 12:00 Midnight on the night of the holiday.

**SECTION 3. Holiday Pay.** Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay.

**SECTION 4. Pay for Worked Holidays.** All regular full-time and regular part-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on such holiday, plus the holiday pay provided in Section 3 above.

**SECTION 5. Eligibility.** To be eligible for the above-mentioned holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave will not be eligible for holiday pay.

**SECTION 6. Probationary Employees.** Probationary employees will not be eligible for holiday pay. However, upon successful completion for the probationary period, the Employer shall pay employees for any recognized holidays that were observed during their probationary period.

## **ARTICLE 15** **VACATIONS**

**SECTION 1. Vacation Eligibility.** Vacation leave with pay will be granted to all regular permanent full-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.** Vacation with pay will be granted on the following schedule:

|                   |    |                                                                                    |
|-------------------|----|------------------------------------------------------------------------------------|
| 1 Year            | -- | 6 days/48 hours of vacation                                                        |
| 2 Years           | -- | 12 days/96 of vacation                                                             |
| 3 Years and after | -- | Add 1 day/8 hours for each year of service<br>up to a maximum of 30 days/240 hours |

**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/240 hours of accumulation. Any unused days/hours in excess of that amount shall be lost if not taken.

**SECTION 5. Vacation Use.** Vacations may be taken in one (1) day (8 hours or 12 hours if working 12 hour schedule) 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.** On or before January 1, an employee may express his preference, in writing, to the Employer for the scheduling of not more than two (2) weeks of his/her vacation time in periods of at least one (1) work week. If two or more employees request the scheduling of the same vacation period or vacation periods which would overlap and cannot be so schedule consistent with the Employer's needs, in its judgment, choice of vacation periods shall be scheduled in seniority order of the employees involved. On or before February 15 an employee will be notified by posting, of the scheduled vacation periods.

Vacation periods will be granted to employees between January 1 and March 1 by seniority consistent with the Employer's needs.

After vacation periods are scheduled as above, other vacation time will be granted consistent with the employee's preference, provided he/she can be spared in the Employer's judgment, during the period he/she desires as vacation time. If two (2) or more employees request the granting of the same vacation period, or vacation periods which would overlap, and cannot be so scheduled consistent with the Employer's performance of its services, in its judgment, choice of vacation period will be granted in seniority order of the employees involved.

Regardless of his/her seniority, an employee may not preempt a vacation period which another employee has already scheduled or been granted.

An employee may not change or cancel vacation periods scheduled or granted, except with prior approval of the Employer.

**SECTION 7. Payment Upon Separation.**

- A. Regular full-time 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:
1. Upon 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 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).

**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).

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

**SECTION 12.** Employees may choose to take compensatory time in lieu of any paid overtime up to a maximum of one hundred (100) hours. Employee to take no more than two (2) consecutive days of compensatory time. Time earned must be used within the calendar year or shall be forfeited.

## **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 regular shift the employee shall receive pay at their regular rate with a two (2) hour minimum guarantee. Time beyond the first two (2) hours shall be paid at a rate of time and one-half (1-1/2X).

## **ARTICLE 18** **INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. The Employer shall be held harmless and no grievance shall result from changes to benefit levels made by M.C.T.W.F.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

During the term of this Agreement should the Board act to exempt itself from the requirements in SB7, PA 152, participating employees will pay 12.5% of the premium cost for M.C.T.W.F. Plan 125, Base Medical Benefits, SOA (Cancer Coinsurance) Benefit Riders, and Prescription Drug Benefits.

Other than those employees who have received written approval from M.C.T.W.F. to opt out, all regular full-time employees must participate in its designated plan of benefits. The Employer will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

**SECTION 2. Notification.** It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

**SECTION 3. Opt Out.** Employees who have submitted an Opt Out application to M.C.T.W.F. with required proof of other group health coverage, shall on written approval receive four hundred dollars (\$400.00) a month in lieu of coverage. Reinstatement will be subject to M.C.T.W.F. eligibility rules.

If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of four hundred dollars (\$400.00) per month will be offered to one of the employees in lieu of independent health insurance coverage as stated above shall be mandatory. Those employees shall not be permitted to have double health insurance coverage from the same or different options noted in this Article.

**SECTION 4. Life Insurance.** The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

**SECTION 5. Retirement.** When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the County portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## **ARTICLE 19** **LONGEVITY**

After completing three (3) years of service each full-time employee shall receive annually as of December 1<sup>st</sup> of each year longevity pay of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) for each additional year completed over and above three (3) years.

**ARTICLE 20**  
**RETIREMENT**

**SECTION 1.** Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall be covered by such retirement system under the B-4, Plan, with the full difference from the B-3 to B-4 Plan to be paid by the employee, with the F-55/15 years waiver, V-10 and E-2 and FAC-3 riders. The employee shall contribute 2.3% of employee's salary to the Pension Plan, as well as the above difference from the B-3 to B-4 Plan, through payroll deduction. If available by MERS, employee has option to purchase two (2) years generic time. Employees hired after the execution of this Agreement will be covered by MERS B-2 Retirement Plan. Part-time employees hired prior to the execution date of this Agreement who move to full-time positions shall remain eligible for the MERS B-3 Retirement Plan.

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1<sup>st</sup>, 1983. Employees who voluntarily quit or are terminated with just cause will not receive the four percent (4%) payment set forth in this Section.

**ARTICLE 21**  
**UNIFORM ALLOWANCE**

The Employer shall furnish a complete applicable uniform for any starting Deputy Sheriff or Corrections Officer, provided, however, that uniforms shall be returned upon termination of employment. The Employer shall pay a uniform maintenance allowance of six hundred dollars (\$600.00) on the first payroll period after October 1 of each year for each full-time uniformed employee covered by this Agreement that has completed at least one (1) year of service by that October 1<sup>st</sup>.

**ARTICLE 22**  
**TRAVEL ALLOWANCE**

The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

**SECTION 1.** Mileage Allowance.

- A. The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.

- C. There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips in accordance with the parameters set forth in the Menominee County Travel Expense Voucher.

**SECTION 2. Conferences, Conventions or Seminars.** The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer:

- A. Attendance at a meeting, convention, conference or seminar shall have the prior approval of the County Administrator or Personnel Committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in section (2) above.
- C. If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
- D. If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense vouchers.
- F. When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.
- H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employee and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
- J. The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited:
  - 1. Travel insurance;
  - 2. Laundry or dry cleaning; or
  - 3. Hospitality or entertainment expense.

**ARTICLE 23**  
**PHYSICAL EXAMINATION**

**SECTION 1. Physical Exams.** As a condition of the employee's return to work from a leave taken for the reason of the employee's mental condition; or an unpaid health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his/her health or safety or that of other employees or the public.

**SECTION 2. Physician Costs.** Examinations required under this Article shall be by a non-employee physician of the County's choice, including an appropriate medical specialist selected by the County when deemed appropriate. The cost of such examination shall be borne by the County.

**SECTION 3. Disputes.** If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties. The expense of any third physician shall be shared equally by the Employer and the employee to the extent not covered by insurance.

**SECTION 4. Employer Action.** On the basis of such an examination under this Article, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

**SECTION 5. Illegal Drug or Other Substance Abuse Testing.** The Employer reserves the right to require an employee to take a test for illegal drug use or other substance abuse in the event the Employer has a reasonable suspicion of such use. Laboratory must be approved by MCOLES. Reasonable suspicion testing may be based upon:

- A. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated; or

- E. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

**SECTION 6.** When an employee is required to take a physical exam with an employee designate physician or to take a substance abuse test under this Article during work hours, the time for the exam or test shall be considered hours worked.

## **ARTICLE 24** **GENERAL PROVISIONS**

**SECTION 1. Gender.** All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

**SECTION 2. Employee Information.** It is the responsibility of each and every employee to keep his/her supervisor and the Sheriff's office informed of his/her latest address and telephone number.

**SECTION 3. Amendments.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

**SECTION 4. Demands and Proposals.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

**SECTION 5. Savings Clause.** If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**SECTION 6. Captions.** The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

**SECTION 7. Binding Effect.** The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Menominee County Board of Commissioners.

**SECTION 8. Outside Employment.** In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department.

**SECTION 9. Invalidity of Contract Provisions.** The parties agree that, should any Article or Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to re-negotiate such Article and/or Section to bring such Article and/or Section in compliance with such law.

**SECTION 10. Safety Committee.** The Employer agrees to meet with the Union regarding safety issues pertaining to the Bargaining Unit which may arise on an as needed basis. The Union Steward and one member at large shall represent the Union. The County Administrator and the Sheriff or his designee and the Jail Supervisor (Sgt.) shall represent the Employer.

## **ARTICLE 25 COMPENSATION**

**SECTION 1. Rates of Pay.** For each classification there is a Start Rate, Intermediate Rates, and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan, Appendix "A" attached to this Agreement.

**SECTION 2. Appointments.** Original appointments to any position will be made at the start rate of the classification. However, based upon the recommendation of the Sheriff and County Administrator, the Board of Commissioners may approve compensation up through the three (3) year rate in the wage schedule for the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

**SECTION 3. Wage Advancement.** New employees at the start step shall advance to the next step of their wage grade at the beginning of the first full payroll period following the successful completion of one (1) year of continuous County service in their classification. Further advancement within the wage range shall be by successive steps effective the first full payroll period following the employee's completion of his/her requisite number of years of continuous County service in their classification, as set forth in the wage schedule.

## **ARTICLE 26 EMERGENCY MANAGER**

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under said Act.

**ARTICLE 27**  
**TERMINATION AND MODIFICATION**

Termination and Modification. This Agreement shall continue in full force and effect until December 31, 2014.

- A. If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.
- B. If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.
- C. Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to Teamsters Local 486, 110 North 6<sup>th</sup> Street, Escanaba, Michigan 49829; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

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

**MENOMINEE COUNTY CORRECTIONS**

**TEAMSTERS LOCAL 486**

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Chairperson

BY: \_\_\_\_\_  
Dave Robinson  
Secretary-Treasurer

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Administrator

BY: \_\_\_\_\_  
Kevin Keveney  
Business Agent

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Sheriff

MENOMINEE COUNTY CORRECTIONS  
JOB CLASSIFICATION LIST – GRADE ORDER

| GRADE                          | ANNUAL SALARY RANGE |                   |                   |                   |                   |                   | JOB TITLE                                                                                                 |
|--------------------------------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-----------------------------------------------------------------------------------------------------------|
|                                | MINIMUM START<br>1  | 1 YEAR<br>2       | 2 YEARS<br>3      | 3 YEARS<br>4      | 4 YEARS<br>5      | 5 YEARS<br>6      |                                                                                                           |
| <b>2.0% ON JANUARY 1, 2012</b> |                     |                   |                   |                   |                   |                   |                                                                                                           |
| 6                              | 27,518<br>\$13.23   | 28,620<br>\$13.76 | 29,723<br>\$14.29 | 30,804<br>\$14.81 | 31,907<br>\$15.34 | 33,009<br>\$15.87 | Cook                                                                                                      |
| 8                              | 32,510<br>\$15.63   | 33,800<br>\$16.25 | 35,110<br>\$16.88 | 36,400<br>\$17.50 | 37,710<br>\$18.13 | 39,000<br>\$18.75 | Corrections Officer<br>Animal Control Officer<br>Secretary<br>Bailiff (full-time)<br>Administrative Asst. |
| <b>2.0% ON JANUARY 1, 2013</b> |                     |                   |                   |                   |                   |                   |                                                                                                           |
| 6                              | 28,059<br>\$13.49   | 29,203<br>\$14.04 | 30,326<br>\$14.58 | 31,428<br>\$15.11 | 32,552<br>\$15.65 | 33,675<br>\$16.19 | Cook                                                                                                      |
| 8                              | 33,155<br>\$15.94   | 34,486<br>\$16.58 | 35,817<br>\$17.22 | 37,128<br>\$17.85 | 38,459<br>\$18.49 | 39,790<br>\$19.13 | Corrections Officer<br>Animal Control Officer<br>Secretary<br>Bailiff (full-time)<br>Administrative Asst. |
| <b>2.0% ON JANUARY 1, 2014</b> |                     |                   |                   |                   |                   |                   |                                                                                                           |
| 6                              | 28,620<br>\$13.76   | 29,785<br>\$14.32 | 30,929<br>\$14.87 | 32,052<br>\$15.41 | 33,196<br>\$15.96 | 34,340<br>\$16.51 | Cook                                                                                                      |
| 8                              | 33,820<br>\$16.26   | 35,172<br>\$16.91 | 36,524<br>\$17.56 | 37,876<br>\$18.21 | 39,228<br>\$18.86 | 40,580<br>\$19.51 | Corrections Officer<br>Animal Control Officer<br>Secretary<br>Bailiff (full-time)<br>Administrative Asst. |

**DMG-Maximus Salary Study**

As part of the negotiation process the parties have agreed to put the above Salary Study pay grade steps in place for this Bargaining Unit the first pay period after effective date of this Agreement. The Courthouse employees have been utilizing this system for several years. Any wage increase as a result of the implementation of this Salary Study would be in addition to the annual wage increased listed above.

All members of this unit are at a grade eight (8) with the exception of the Cook who is at a grade six (6). Some of the newer members of this unit are earning above the appropriate study step. These employees shall remain at their present pay rate with the annual increases until such time they reach the point on the step scale (service time) which gives them the DMG scale increase.

**AGREEMENT**

**BETWEEN**

**MENOMINEE COUNTY BOARD OF COMMISSIONERS  
AND  
THE COUNTY CLERK, THE COUNTY TREASURER,  
PROBATE COURT, PROSECUTING ATTORNEY, AND  
41<sup>ST</sup> JUDICIAL CIRCUIT COURT**

**AND**



**TEAMSTERS LOCAL 486**

**EFFECTIVE**

**JANUARY 1, 2012**

**THROUGH**

**DECEMBER 31, 2014**

**BY: TEAMSTERS LOCAL 486 / ESCANABA**

1-9-12

**MENOMINEE COUNTY COURTHOUSE**  
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## 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, the MENOMINEE COUNTY CLERK, the MENOMINEE COUNTY TREASURER, the MENOMINEE COUNTY PROBATE COURT, the MENOMINEE COUNTY PROSECUTING ATTORNEY, and the 41<sup>st</sup> JUDICIAL CIRCUIT COURT, hereinafter referred to as the "Employer," do hereby on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ 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 in accord with all the provisions of Act 379 of the Public Acts of 1965, as amended, recognizes Teamsters Union Local No. 486, I. B. T., as the exclusive representative of those employees, listed herein as follows:

All full-time and regular part-time Deputy County Treasurers; Deputy Clerks; Deputy Registers (Probate Court); Deputy Register of Deeds; Building Inspectors; Secretaries (Extension Office, Friend of the Court's Office, Building Code Department and Prosecutor's Office -- Legal Secretary/Computer Operator); Investigators (Prosecutor's Office); Probate/Juvenile Register; Veterans Service Officer; Caseworkers (Friend of the Court's Office); Staff Appraiser Field; Description Specialist/Computer Operator; Park Employees; Family Court Recorder; and Maintenance Employees.

Excluding all elected officials; Chief Deputy Clerk; Chief Deputy Register of Deeds; Chief Deputy Treasurer; Assistant Prosecuting Attorneys; Friend of the Court; County Administrator; Equalization Director; Deputy Equalization Director; Park Superintendent; Emergency Service Coordinator, Building Department Supervisor, Sheriff's Department employees; District Court employees; and all supervisors, executive and confidential employees and others excluded by the Act.

There is 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. The bargaining unit shall consist of employees whose job titles appear in Appendix A of this Agreement.

**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** **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.

**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.

**SECTION 7. Incomplete Forms.** All check-off authorization forms shall be filed With the Employer, or Employer's designee, who shall return any incomplete or incorrectly completed form to the local Union steward and no check-off shall be made until such deficiency is corrected.

**SECTION 8. Deduction Limits.** The Employer shall only check-off obligations which come due at the time of check-off and will make check-off deductions only if the employee has enough pay due to cover such obligation. When an employee is on non-pay status during a part of a pay period, and the wages are not sufficient to cover the full withholding, no deductions shall be made. In this connection, all other legal and required deductions have priority over Union dues. Deductions shall be made only in accordance with the provisions of the check-off authorization form, together with the provisions of the Agreement. The Employer shall have no responsibility for the collection of initiation fees, membership dues, special assessment, service fees or any other deductions not in accordance with this provision. The Employer is not responsible for refund to the employee if he/she has duplicated a check-off deduction by direct payment to the Union.

**SECTION 9. Remittance.** The Union will bill the Employer monthly with a form that reflects each employee's dues, initiation fees or service fees. The Employer shall remit these amounts to the Union as provided in this Article, along with each employee's current hourly rate of pay. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer.

**SECTION 10.** If any provision of this Article is invalid under Federal law or the laws of the State of Michigan, such provisions shall be modified to comply with the requirements of Federal or State Law or shall be renegotiated for the purpose of adequate replacement.

## **ARTICLE 5** **EMPLOYER SECURITY**

**SECTION 1. No Strike Pledge.** The Union, and the members of the bargaining unit under this Agreement, will not engage in or encourage any strike. The Union further recognizes that a strike by the employees would be illegal pursuant to Michigan law, being MCL 423.202.

**SECTION 2. Discipline and Discharge.** The Employer shall have the right to discipline and discharge any employee participating in such a strike, and the Union agrees not to oppose such action.

**SECTION 3. No Lockout.** The Employer will not lockout any employees during the term of this Agreement.

## **ARTICLE 6** **UNION REPRESENTATION**

**SECTION 1. Special Conferences.** The Employer and the Union agree to meet and confer on matters of clarification of the terms of this Agreement, or matters relating to the operation of the County, 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 matters 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 will be arranged by mutual agreement between the parties. The Union representatives may meet on the Employer's property for up to one-half (1/2) hour immediately prior to said conference.

**SECTION 2. Representative Meetings.** The Union's business agent, or other accredited representative of the Union shall be permitted to meet during working hours, provided such person notifies the person in charge upon his/her arrival. In no case shall such a representative interfere with the operations of the County during such a meeting.

**SECTION 3. Stewards.** The names of the stewards and alternate stewards shall be furnished to the Employer after the selection or when any changes occur in the stewards and alternate stewards designation.

**SECTION 4. Union Business.** The steward(s) and alternate steward(s) shall normally conduct Union business on their own time. However, the steward(s) and alternate steward(s) may be allowed a reasonable amount of release time to investigate grievances (such release time to not be unreasonably withheld), after prior permission from the supervisor, without loss of pay. After receiving permission from their supervisor, the Union steward(s) and alternate steward(s) may be released from work to present grievances or arbitrations during their normally scheduled working hours, without loss of pay.

### **SECTION 5. Union Bargaining Committee.**

- A. Employees covered by this Agreement shall be represented in contract negotiations by negotiating committee of employees from the bargaining unit and Union business agent(s). Upon the bargaining committee member's selection, the Employer shall be notified in writing of the names of the members of the collective bargaining committee. The Employer shall be promptly notified in writing of any changes in the collective bargaining committee as they occur during the negotiating process.

- 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.

## **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

extended by mutual agreement, provided the extension is reduced to writing and the period of the extension is specified. Saturdays, Sundays and holidays shall not be counted with regard to time limitations and dates for submission of grievances, appeals, answers, etc.

- F. Expedited Grievances. Any grievance involving a discharge or a dispute as to seniority in the case of layoffs, shall be filed directly at the Step One level, and must be filed within three (3) working days of such discharge or layoff.

## **SECTION 2. Procedure.**

- A. The parties agree that the prompt and just settlement of a grievance is of mutual interest and concern. There shall be an earnest, honest and prompt effort to settle differences within the employee's department. If there is any controversy or difference between an employee or group of employees and the Employer and/or Department Head with respect to the interpretation or application of this Agreement, such controversy shall be handled as follows.
- B. An employee who believes he/she has a grievance shall first discuss the matter with his/her supervisor personally, or 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 1: Within five (5) working days after the time a grievance arises, or the employee is aware, or reasonably should have been aware of the alleged violation, an aggrieved employee will reduce his/her grievance to writing, and present the grievance to the Department Head for his/her written answer.

Step 2: If the grievance is not settled at Step 1 it shall be presented in writing to the County Administrator within five (5) days after answer to Step 1. The County Administrator shall then furnish the employee, the Union, and the Employer with a written answer to the grievance within five (5) days from receipt of the aforementioned written complaint. The written grievance shall name the employee(s) involved; state the facts giving rise to the grievance; identify all provisions of this Agreement alleged to have been violated by appropriate reference; state the contention of the employee or the Union with respect to those provisions; indicate the relief requested and be signed by the employee(s) affected.

### Step 3:

- A. If the matter remains unsettled, and the grievant and/or Union wishes to carry it further, the Union steward shall refer the matter to the Union Representative.
- B. The Union Representative, within thirty (30) days after receipt of Step 2 written response from the County Administrator, shall meet with the Employer and County

Board of Commissioners, or its designated representative, for the purpose of attempting to resolve the dispute. In the event the grievance shall be denied, the grievant and Union shall be notified, in writing, within five (5) calendar days.

- C. All grievances which are satisfactorily resolved at the first (1<sup>st</sup>), second (2<sup>nd</sup>) or third (3<sup>rd</sup>) step of the Grievance Procedure, if the grievance has economic implications, must be approved in writing by the County Board of Commissioners at its next regularly scheduled monthly meeting before they are binding on the Employer. The time limits set forth in Step 1 and Step 2 of the Grievance Procedure shall be stayed during the period in which such grievance resolutions are referred to the County Board of Commissioners under this section. If the resolution of grievance is disallowed by the County Board of Commissioners, the Union shall have five (5) days following receipt by the steward of notice of the County Board of Commissioners' action to submit the grievance at the next higher step in the Grievance Procedure than the grievance held prior to such disallowance.

Step 4:

In the event that a satisfactory adjustment cannot be reached between the parties to this Agreement, the matter in dispute may be submitted to arbitration, provided such submission is made within thirty (30) calendar days after receipt of the last step answer. All matters shall be submitted to the Federal Mediation and Conciliation Service in accordance with its voluntary rules and regulations. The expense of the arbitration shall be equally divided between the Union and the County. The decision of the arbitrator shall be in writing and shall be final and conclusive, but the Arbitrator shall not have power to add/subtract from or modify any of the terms of this Agreement. The arbitrator's power shall be limited to the application and interpretation of this Agreement as written, and he/she shall be governed at all times wholly by the terms of this Agreement. The arbitrator shall have no power to change any classification wage rate, to rule on any claim arising from a decision of the insurance carrier or retirement system in administering their plans; or to issue a ruling modifying any matter covered by a State or Federal statute. Further, the arbitrator shall not be empowered to consider any question or matter outside of this Agreement. The arbitrator's decision shall be final and binding upon the Union, the Employer and employees of the bargaining unit. Any award of the arbitrator shall not be retroactive any earlier than the time the grievance was first submitted in writing.

Nothing contained in this step shall be construed to limit the right of the parties to meet and select the arbitrator by mutual agreement.

At any point during the grievance procedure, by mutual agreement, the parties may solicit the assistance of the State Mediator in resolution of the grievance. The mediator will not have the authority to impose a resolution unless both parties inform him/her in advance that they will accept his/her opinion as binding.

**SECTION 3. Back Pay Amount.** All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned, less any unemployment benefits that the employee may have received during the period of the back pay.

**SECTION 4. Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as for a Veteran's Preference hearing pursuant to Act 305 of the Public Acts of 1897, et seq., and Federal law pertaining thereto, and/or civil rights matters pursuant to Act 452 of the Public Acts of 1976, or any Federal law pertaining thereto, in addition to the grievance procedure under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union employee shall not process the complaint through any grievance provided for in this contract. If an employee elects to use the grievance procedure for under this contract and subsequently elects to utilize any administrative or statutory remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

## **ARTICLE 9** **DISCIPLINARY PROCEDURE**

**SECTION 1. Discipline.** Discipline, as used in this Agreement, shall mean any action from written reprimand to any action which results in loss of pay and/or discharge. No non- probationary employee shall be reprimanded, suspended or discharged without just cause and subject to the grievance procedure. The Employer shall follow the theory of progressive discipline.

**SECTION 2. Counseling.** Verbal counseling is not considered to be discipline and is therefore not subject to the grievance procedure. Counseling shall not be used as a basis for future disciplinary actions, except to verify that the employee has been made aware of the Employer's concern in the areas covered. Counseling will not be recorded in the employee's personnel file.

**SECTION 3. Investigations.** Discipline will not be initiated until an investigation has taken place and the employee to be disciplined has had a chance to respond. The report of the investigation will be made available to the Union and the Employer.

If due to extenuating circumstances, an employee is suspended or discharged from duty pending completion of an investigation to avoid disruption of the Employer's operations, he/she shall receive their regular pay until after the Employer has completed its investigation.

**SECTION 4. Meeting.** At any meeting between a representative of the County and an employee in which discipline (including warnings which are to be recorded in the personnel file, suspension, demotion or discharge for cause) is to be announced, a Union Representative may be present, if the employee so requests.

A discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her steward, and the Employer will make available a meeting room where the employee may do so before the employee is required to leave the property of the Employer, provided a steward is available at the work site. Upon request, the Employer or its designated representative will discuss the discharge or suspension with the employee and the steward.

**SECTION 5. Notice of Discipline or Discharge.** The Employer agrees, promptly upon disciplining or discharging an employee, to notify, in writing, the employee and the Union steward of the discipline or discharge. The written notice shall contain the reasons for the discipline or discharge.

**SECTION 6. Use of Past Record.** In imposing any discipline or discharge on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, unless those prior infractions are similar to the current charge.

**SECTION 7. Progressive Discipline.** The following theory of progressive discipline will be used when verbal counseling does not correct an employee's misconduct. However, the Employer is not prohibited from suspending or discharging an employee upon the first instance based upon the seriousness of the offense.

**Written Reprimand.** The Employer will discuss the offense with the employee and inform them of the potential action which may be taken if another action occurs. A reprimand memorandum stating the offense and the potential action will be prepared by the Employer. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the Employer and employee must appear on all copies indicating that the employee has read and received the reprimand memorandum.

**Suspension.** The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and specifying the length of suspension shall be prepared by the County Administrator or Elected Official and they shall review the suspension notice with the employee. The employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the County Board or the appropriate Board Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the suspension notice. Only the County Administrator or Elected Official can suspend an employee.

**Discharge.** The County Administrator or Elected Official will discuss the offense with the employee. A written record of the meeting stating the offense and the action to be taken shall be prepared by the County Administrator or Elected Official and they shall review the discharge notice with the employee. The

employee will receive a copy, a copy will be placed in the employee's personnel file, and a copy will be furnished to the Personnel Committee. Signatures of the employee and the Employer and/or County Administrator must appear on all copies indicating that the employee has read and received the discharge notice. Only the County Administrator or Elected Official can terminate an employee.

## **ARTICLE 10** **SENIORITY**

**SECTION 1. Definition of Seniority.** Seniority shall be defined for the purpose of this Agreement as the net credit service of the employee. Net credit shall mean continuous employment with the County beginning with the date and hour on which the employee began work after last being hired, less a deduction for any time for unauthorized absences. Seniority will continue during paid leaves and Armed Forces Service.

**SECTION 2. Probationary Period.** Employees who are hired into a regular full-time or regular part-time position with the Employer shall be considered probationary employees for a period of six (6) months from the date of permanent employment. The probationary period may be extended an additional six (6) months by the Employer on a case by case basis with written notice to the Union and signed by the employee. Extensions shall not affect compensation levels. Probationary employees may be disciplined or terminated by the County, at the County's pleasure, if determined by the County, in its sole discretion, to be in the County's best interest and further, the Union shall not represent such employees with respect to such termination. The Union has the right to represent probationary employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, and other conditions of employment, as set forth in Recognition section of this Agreement, except discharged and disciplined employees for other than Union activities.

### **SECTION 3. Seniority Lists.**

- A. The seniority list will show the names, classifications and seniority dates of all employees in the unit entitled to seniority.
- B. The Employer will keep the seniority lists up to date at all times and will provide the Union Steward with up-to-date copies upon request and shall post the same, at least annually with copy to each department stating a posting has been made. Any objections by employees to their placement on such seniority lists shall be made within thirty (30) calendar days from the date of the seniority list posting, and, if no such objections are raised, the posted seniority list shall be deemed as accurate and binding by all parties and any objections thereto shall be waived.

**SECTION 4. Loss of Seniority/Employment.** An employee shall lose his/her seniority and job for any of the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

- C. He/she is absent for three (3) consecutive working days without notifying the Employer. After such an absence, the Employer will send a written notification to the employee by certified mail, return receipt requested, at his/her last known address that he/she has lost his/her seniority and his/her employment has been terminated. In unusual circumstances, exceptions will be made.
- D. If he/she does not return from work when recalled from layoff, as set forth in the recall procedure.
- E. If he/she does not return to work immediately upon the expiration of his/her sick leave or leave of absence.
- F. When he/she is laid off for a period greater than his/her seniority, or twenty-four (24) consecutive calendar months, whichever is less.
- G. If, while on unpaid health leave of absence, sick leave or while receiving workers' compensation benefits from the Employer, he/she accepts another job, applies for and receives unemployment benefits, or goes into business of the same or similar nature for himself/herself.
- H. If an employee makes a material misrepresentation on his/her original employment application if detected within two (2) years of the application or if the false information concerns the employee's certifications, education degrees, or criminal record.
- I. He/she is convicted or pleads guilty or nolle contendere to a felony or any work-related high misdemeanor.

**SECTION 5. Job Posting.**

- A. If there is a vacancy in an entry level bargaining unit job or when a new classification is created, the Employer will post notice of the vacancy for five (5) working days and shall provide the Union a copy of the posting. The posting shall indicate the classification of work, department, and pay grade. Any employee who wishes to be considered for a permanent transfer to such job shall sign the posting and shall notify his/her Department Head that he/she has done so. All vacancies, promotional opportunities, or new positions will be posted. All vacancies or newly created positions will be offered first by lateral transfer among full-time employees who have posted for the positions, provided the employee is qualified, except no employee may lateral transfer to a County Officer's Department (Prosecuting Attorney, Clerk/Register of Deeds, Treasurer, Circuit Court Judge, Probate Judge) without the elected County Official's approval. The Employer agrees to fill posted positions within sixty (60) days, unless the Union is notified as to the reason that the position cannot be filled within this time frame.
- B. Job Advancement. Promotions within a department shall be made by the Employer, first from any qualified bargaining unit employees in that department, as determined by the Employer. In selecting employees for promotion, the Employer shall consider the factors of performance, experience, training and seniority. The employee receiving the highest rating shall receive the promotion. In the event the Employer determines that there are no qualified bargaining unit

employees in the department, the position will be filled as provided in subsection A above.

- C. Trial Period. Employees assigned to vacancies or new positions will be given a minimum of three (3) months to demonstrate their qualifications and ability to fill such vacancies or positions. The Employer shall have the right to return the employee to his/her original classification at any time during the minimum three (3) month period, if the Employer has sustainable grounds to believe the employee cannot perform the work. After a three (3) month period without removal, the employee will be deemed capable of doing the work and will no longer be subject to removal except for just cause. If the employee is returned to his/her original classification; there shall be no loss of seniority in the original classification.

**SECTION 6. Seniority While on Leave.** He/she, who is injured while on duty, shall continue to accumulate seniority during their absence due to such injury and shall be reinstated upon recovery of their former position with full seniority rights, provided they are physically qualified to return to work. In the event that said disability shall continue for more than one (1) continuous years, then, and in that event, the Employer shall review with the Union the status of the said employee's future employment.

**SECTION 7. Seniority on Return to Work.** An employee who is subject to the jurisdiction of the Union, who has been in the past or will be in the future promoted to a position outside of the bargaining unit, and in the event that the said employee shall retain said position outside of the bargaining unit for more than a six (6) month period, then in that event, he/she shall lose his/her seniority within the bargaining unit. He/she, however, shall only lose that period of seniority which represents the period of time that said employee works outside of the bargaining unit.

## **ARTICLE 11** **LAYOFF AND RECALL**

**SECTION 1. Definition.** The word "layoff" means a reduction in the working force.

**SECTION 2. Layoff.** If it becomes necessary for a layoff, the following procedure will be mandatory. Probationary employees within the affected classification will be laid off first. There shall be no increase in the number of temporary, substitute or seasonal employees in the classification in which there is a laid off employee. Regular employees with seniority within the affected classification will then be laid off in reverse order of seniority.

**SECTION 3. Notice.** Employees to be laid off for an indefinite period of time will have at least fourteen (14) calendar days notice of such layoff. The Steward shall receive a list from the Employer of employees being laid off on the same date that notices are issued to the employees.

**SECTION 4. Recall Procedure.**

- A. When the working force is increased after a layoff, employees shall be recalled according to seniority as defined in Section 2 above, provided they have the ability to perform the work.
- B. Notice of recall shall be sent to the employees at their last known addresses by certified mail with return receipt requested. If an employee fails to report for work within five (5) working days from the receipt of notice of recall or by the date the recall notice is returned to the County as undeliverable, he/she shall be considered to have voluntarily terminated his/her employment. It shall be the employee's responsibility to keep the Employer informed of his/her current address.

**SECTION 5. Benefits.** Employees who are laid off shall not be entitled to any benefits extended pursuant to this Agreement, nor shall seniority accrue during such layoff period. However, employees on layoff status may continue their health insurance to the extent permitted by Federal law at the employee's expense.

**SECTION 6. Vacation Use.** In the event of layoff, an employee may use accumulated vacation leave prior to receipt of unemployment compensation, provided said employee is entitled to the same.

**SECTION 7. Bumping.** Upon being laid off from his/her classification, a regular full-time or regular part-time employee may bump lower seniority employees under the following conditions:

- A. Employees must be bumped first within their own department. If a laid off employee lacks sufficient seniority, they may bump into other departments, provided, however, no employee may bump into an elected County Officer's Department (Prosecuting Attorney, Clerk/Register of Deeds, Treasurer, Circuit Court Judge, Probate Judge) without the elected official's approval. Any employee bumping into a different department shall serve a trial period as provided in Article 10, Section 5.C. If they cannot perform the duties, they will be returned to laid off status.
- B. A bumping part-time employee may not bump a full-time employee, except that a former full-time employee who is working part-time hours through a partial layoff under this article may bump a full-time employee.
- C. The bumping employee must have more Bargaining Unit seniority than the employee in the position who is being bumped.
- D. The bumping employee must possess the necessary skills, experience, certifications and job qualifications which will qualify the employee to perform the work adequately, with minimal instructions.
- E. The bumping shall not apply in cases of temporary layoff which do not exceed thirty (30) working days.

An employee wishing to exercise his/her bumping rights must inform the Department Head or his/her designee, of his/her decision to bump in writing within five (5) working days from the date of receipt of the layoff notification. Employees who exercise their bumping rights shall then receive the rate of pay of the classification into which he/she has bumped.

The bumped employee shall have the same bumping rights as the laid off employee, seniority permitting, and must be given at least two (2) working days notification of his/her layoff due to being bumped.

#### **SECTION 8. Layoff Alternatives.**

- A. Voluntary Layoffs. When faced with a layoff, the Employer may, at its sole option, prior to enactment of the above layoff provisions, solicit voluntary layoffs from members of the bargaining unit. In requesting such volunteers, the Employer shall state with certainty at the time of solicitations the length of such layoffs. If the employee shall volunteer for such layoff for the time specified by the Employer, and a layoff should extend beyond the time period specified, the employee(s) in question shall be recalled, and, if necessary, layoff procedures will proceed in a manner outlined above. Should more than one employee volunteer for layoff, seniority shall prevail. However, should the senior volunteer employee be deemed essential to operations by the Department Head, that employee will remain working. Determination of essential employees shall be mutually agreed upon by the Union and the Employer.

### **ARTICLE 12 PAID LEAVES**

#### **SECTION 1. Sick Leave.**

- A. Sick Leave Accumulation. Full-time employees covered by this Agreement shall accumulate one (1) day of sick leave for each month of his/her continuous employment for the employee's personal illness or injury incurred off the job, except no more than one hundred twenty (120) work days of paid sick leave shall be accumulated at any time. Regular part-time employees shall accumulate sick leave on a pro rata basis based on the number of hours they are regularly scheduled to work.
- B. Payment Upon Separation. Regular employees shall receive one-half (1/2) of all unused accrued sick leave earned up to a maximum of forty-five (45) days of sick leave in the 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.

Regular employees shall receive one-quarter (1/4) of all unused accrued sick leave earned up to a maximum of twenty-two and one-half (22-1/2) days of sick leave in the case of separations from employment upon an employee's discharge.

- C. Sick Leave Use. Sick leave days may be utilized for the following:
1. An employee's own personal illness or injury.
  2. Up to fifteen (15) leave days per year may be used to care for an employee's immediate family, as defined in Section 2 below, where the employee's attendance is essential for their immediate family members.
- D. Notification. An employee utilizing sick leave shall inform the Department Head or their designee of the fact and the reason therefore by calling within one (1) hour of when his/her scheduled work day begins. Failure to provide such notification will disqualify the employee from use of sick leave and may result in disciplinary action.
- E. Return Date. If the employee is aware of the anticipated duration of his/her leave and, in any event, in cases in which the leave shall exceed three (3) working days, the employee shall advise his/her immediate supervisor of his/her anticipated date of return.
- F. Illnesses at Work. Employees who report to work and thereafter become ill shall be paid for those hours worked, plus may, if requested, be paid for sick leave at their regular straight time rate for the remainder of their regularly scheduled shift.
- G. Illnesses While on Vacation. Employee shall be allowed to use sick leave, if he/she becomes ill while on vacation and provided that said illness exceeds three (3) days and is verified by a medical doctor.
- H. Verification. The Department Head may verify the nature and extent of an illness or injury for which sick leave is used. A doctor's certificate may be required for an illness or injury extending over a five (5) day period, or at the request of the Employer when the Employer has a reasonable basis to believe there is abuse of sick leave.
- I. Sick Leave Not Available. Under no circumstances shall sick leave benefits be available:
1. For days of absence other than regularly scheduled work days of the employee.
  2. For periods where an employee is laid off or during an approved unpaid leave of absence.
  3. Prior to an employee being credited with sick leave.

**SECTION 2. Funeral Leave.** Funeral leave will be granted in the event of a death in the immediate family as follows: three (3) days funeral leave will be granted in the case of the death of the spouse, mother, father, child, grandchildren, step-father, step-mother, step-son, step daughter, sister, brother, mother-in-law, father-in-law, son-in-law, and daughter-in-law of the employee. One (1) day funeral leave will be granted in the case of death of grandmother, grandfather, and step grandparent of the employee.

However, an additional four (4) days funeral leave are available to the employee, provided the additional days are transferred from the employee's accumulated sick leave. Should an employee have no accumulated leave available, he/she may be granted up to three (3) days unpaid leave.

Funeral leave will not extend more than three (3) consecutive working days; provisions for taking such funeral leave must be approved by the Department Head.

**SECTION 3. Personal Days.** A new employee will be given one personal day for the quarter they are hired in and one for each remaining quarter during the calendar year. Permanent full-time employees will be allowed four (4) personal days per year (not to be deducted from sick leave), and will be used with the approval of the Department Head, which will not be unreasonably withheld. Regular part-time employees shall receive pro rata personal days based on the hours they are regularly scheduled to work. Personal days must be used in the calendar year they are earned or will be lost.

**SECTION 4. Military Reserve Training Leaves.** Upon presentation of official orders requiring training, a full-time employee who is a member of an armed forces reserve unit or National Guard will be granted a leave of absence to engage in annual training. Upon presentation by a regular full-time employee of compensation records identifying the date of and payment made for the training program, the County shall pay the difference between the compensation that would have been received had the regular full-time employee worked as scheduled for up to ten (10) working days annually. In the event that the annual training required for an employee exceeds the ten (10) days specified above, the additional days shall be granted as a leave of absence without pay (or charged against the employee's accumulated vacation leave, if requested by the employee.)

**SECTION 5. Duty Incurred Disability Leaves.**

- A. Employee, while performing within the scope of his/her employment, as provided by the Michigan Worker's Compensation Act, shall receive compensation as provided in said Act.
- B. Any employee involved in a work related accident or injury must report that accident or injury to his/her supervisor and the County Clerk as soon as possible and fill out the proper reporting forms. Failure to properly report an injury may disqualify the employee for benefits under Worker's Compensation Insurance.
- C. Regular employees covered under this manual who have been employed for one(1) year or more sustaining all occupational injury for which compensation is paid by the Worker's Compensation Insurance carrier may use accumulated sick or vacation leave pay to equal the difference between the compensation benefits and his/her regular bi-weekly salary less normal tax withholdings. An employee receiving Worker's Compensation payments shall not earn vacation and sick leave credits while on Worker's Compensation nor shall they be eligible to receive holiday pay. In the event a regular employee is off work and is being compensated under the Worker's Compensation Law for an on-the-job injury or illness, the Employer will continue, for eligible employees for a maximum of six (6) months from the date of the injury, to pay the premiums on health insurance,

where applicable. Thereafter, the employee may make arrangements to pay the premiums to continue those insurances to the extent provided by law. All other fringe benefits shall cease while on Worker's Compensation.

**ARTICLE 13**  
**LEAVES OF ABSENCE WITHOUT PAY AND WITHOUT BENEFITS**

**SECTION 1. Administrative Leaves.** At his/her request, a regular employee in good standing may be granted an administrative leave of absence without pay with the approval of their County Administrator and the Board of Commissioners and under the following conditions:

- A. The employee will indicate the duration of such leave in his/her initial request.
- B. The requested leave is for additional training to better qualify him/her in work assignments, or the leave is needed because of reasons sufficient in the opinion of the County Administrator and Board of Commissioners to warrant such leave of absence.
- C. Extensions of administrative leaves may be granted provided a written request is made, where possible, at least seven (7) days prior to the expiration of the leave.
- D. All paid vacation and personal leave accumulations must be used prior to approval of an administrative leave.
- E. In the event the Employer denies a request for an administrative leave, said denial shall not be subject to the grievance procedure.

Administrative leaves under this section shall be granted to employees to the extent required by the federal Family and Medical Leave Act of 1993 (PL 103-3), and any applicable amendment to such Act.

**SECTION 2. Health Leave.** A leave of absence without pay due to sickness and injury which prevents the employee from discharging his/her normal duties, shall be granted on the following basis:

- A. A regular employee shall be granted a leave of absence upon the approval of the County Administrator and the Board of Commissioners for the period of disability, but not to exceed twelve (12) weeks, provided the employee's request is supported by a physician's statement verifying the need for a leave, the diagnosis and expected duration of the leave. Upon the employee's request, the Department Head and the Board of Commissioners may grant extension periods for such health leave if, when requested, the need for such extensions are medically verified and the County Administrator and Board of Commissioners both feel such extension is justified. However, health leaves shall not be extended to exceed one (1) year, nor shall an employee's health leave exceed twelve (12) months in any twenty-four (24) month period. The Employer may request the employee to provide the County with a physician's statement attesting to an employee's continued inability to work on a reasonable basis. Upon the employee's return to work from such leave, the employee shall furnish the County a physician's statement as to his/her fitness for work.

- B. The employee must utilize his/her sick leave before requesting an unpaid leave of absence for illness or injury
- C. The Employer may require an employee to submit to and pass a physical examination upon the employee's return from a health or injury leave, or from any absence from employment during which time the employee has received workers' compensation benefits, if the Employer questions the employee's physical ability to work or if the employee's presence at the County may endanger his/her health and safety, or that of the County, public and/or other employees.
- D. The Employer may request an employee to submit to a second physical examination with a physician designated by the County as provided in Article 22, Section 2.
- E. Maternity Leave. For all employees, up to twelve (12) weeks may be granted with extensions granted upon a physician's recommendation.

**SECTION 3.** When a leave of absence without pay under this Article is granted for a specific time period of not more than twelve (12) weeks, and is not extended beyond such period, the individual shall normally be entitled, at the termination of such leave, to reinstatement to his/her former position. When a leave of absence is required for a period of more than twelve (12) weeks, the employee's position will not automatically be held open for him/her. The employee may be reinstated after return from leave if and when comparable employment is available in the County Department in which the employee was employed.

**SECTION 4. Benefits.** All leaves of absence under this Article will be without pay and fringe benefits, including, but not limited to, employer paid insurances, except that the County will continue to pay the County portion of health insurance for the duration of a duly approved health leave of absence, up to a maximum of twelve (12) weeks. No benefits shall accrue during such leaves. The Employer will continue to pay the County portion for health insurance on behalf of the participant for the first four (4) weeks following the week in which military duty commenced. To the extent required by federal law, the County will also continue to provide group health coverage for leaves other than Employer approved health leaves which are covered by the Federal Family and Medical Leave Act of 1993 (PL 103-3), as amended. Employees may also continue health insurance coverages under the County group policies at the employee's expense to the extent required by Federal law.

**SECTION 5. Military Leave.** Military leave shall be granted according to applicable state and federal law.

**SECTION 6. Failure to Return.** In the event that any employee fails to return from an unpaid leave after the end of the approved leave period, the employee will be considered to have voluntarily resigned from County service.

**ARTICLE 14**  
**HOLIDAYS**

**SECTION 1. Holidays Recognized.** The following holidays are recognized by the Employer:

|                  |                           |
|------------------|---------------------------|
| New Year's Day   | Friday after Thanksgiving |
| Good Friday      | Thanksgiving              |
| Memorial Day     | Christmas Eve             |
| Independence Day | Christmas                 |
| Labor Day        | New Year's Eve            |
| Veteran's Day    |                           |

**SECTION 2. Dates Observed.** Said holidays will be observed on the nationally designated date, except as provided in this section. Any of the stated holidays falling on a Saturday shall be observed on the proceeding Friday. Any of the holidays falling on a Sunday shall be observed on the following Monday.

**SECTION 3. Holiday Pay.** Regular full-time employees who are eligible for holiday pay shall be paid eight (8) hours for the holiday at their current straight time rate of pay. Regular part-time employees who are eligible for holiday pay shall be paid pro rata for the holiday based upon the hours they are regularly scheduled to work and at their current straight time rate of pay.

**SECTION 4. Pay for Worked Holidays.** All regular full-time and regular part-time employees working any of the designated holidays shall be paid at the rate of time and one-half (1-1/2) their regular rate of pay for all hours worked on such holiday, plus the holiday pay provided in Section 3 above. Employees who are called in to work a holiday will be guaranteed not less than two (2) hours of holiday pay.

**SECTION 5. Eligibility.** To be eligible for the above-mentioned holidays, employees shall work their scheduled day before and scheduled day after such holidays, and, if scheduled, the holiday or be on an approved leave. Employees on layoff or unpaid leave will not be eligible for holiday pay.

**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 and after | -- | 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 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.

**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.

**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.

- 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.

**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.

## **ARTICLE 18** **INSURANCES**

**SECTION 1. Hospitalization/Medical Coverage and Dental/Optical Benefits.** Regular full-time employees will be eligible for those benefits provided for in M.C.T.W.F. Plan 125. The Employer shall be held harmless and no grievance shall result from changes to benefit levels made by M.C.T.W.F.

The Employer will provide and pay the full premium cost of Dental and Optical Benefits set forth in the Michigan Conference of Teamsters Welfare Plan 125. During the term of this Agreement the Board will determine its contribution towards the cost of M.C.T.W.F. Plan 125 Base Medical Benefits, SOA (Cancer Coinsurance) Benefits Riders, and Prescription Drug Benefits using either Hard Caps, eighty percent (80%) or Board action to exempt itself from those requirements set forth in SB7, PA 152. All premium costs above those remitted by the Employer will be paid by the participating employees through bi-weekly payroll deduction.

During the term of this Agreement should the Board act to exempt itself from the requirements in SB7, PA 152, participating employees will pay 12.5% of the premium cost for M.C.T.W.F. Plan 125, Base Medical Benefits, SOA (Cancer Coinsurance) Benefit Riders, and Prescription Drug Benefits.

Other than those employees who have received written approval from M.C.T.W.F. to opt out, all regular full-time employees must participate in its designated plan of benefits. The Employer will contribute for each week on behalf of a participant who worked or is compensated for any portion of the contribution week.

**SECTION 2. Notification.** It shall be the responsibility of the employee to notify the Employer of all changes in personal status, such as births, marriages, etc., which may affect their coverage. Such changes in status must be reported in writing to the County Clerk within thirty (30) days of the event.

**SECTION 3. Opt Out.** Employees who have submitted an Opt Out application to M.C.T.W.F. with required proof of other group health coverage, shall on written approval receive four hundred dollars (\$400.00) a month in lieu of coverage. Reinstatement will be subject to M.C.T.W.F. eligibility rules. If both a husband and wife, or an employee and dependent are employees of the County, a payment provision in the amount of four hundred dollars \$400.00 per month will be offered to one of the employees in lieu of independent health insurance coverage. Those employees shall not be permitted to have double health insurance coverage from the same or different options as noted in this Article.

**SECTION 4. Life Insurance.** The Employer will provide life insurance for all regular full-time employees who are eligible for life insurance pursuant to the policy terms, a group life insurance policy in the amount of Ten Thousand Dollars (\$10,000).

**SECTION 5. Retirement.** When an employee retires from County service and is immediately eligible to draw pension benefits, the Employer agrees to pay the County portion of hospital insurance premiums, for the month in which the retirement occurs and the month following retirement. The employee may elect to remain in the group hospital insurance program subject to the same being approved by the Employer's group hospitalization carrier. In the event that the employee shall remain a member of the group hospitalization program, he/she must pay the full cost of the insurance premium charged by the group carrier for said benefit. The premium will be paid to the Employer, who shall forward the same to the group carrier.

## **ARTICLE 19 LONGEVITY**

After completing three (3) years of service each full-time employee shall receive annually as of December 1<sup>st</sup> of each year longevity pay of one hundred dollars (\$100.00) plus fifty dollars (\$50.00) for each additional year completed over and above three (3) years.

## **ARTICLE 20 RETIREMENT**

**SECTION 1.** Regular employees covered under this Agreement that are eligible, pursuant to the rules of the Municipal Employees Retirement System (MERS), shall continue 10 be B-3, 55/25, FAC-3 rider with an E-2 rider, which will require a 10 year vesting. The employer/employee will pay 50% respectively of the increase to provide E-2. If the actuarial cost to provide the E-2 increases during the term of this contract the employee's/employer's share will not exceed 2.3%, any increase above this agreed upon amount will constitute reopening this article for discussion. Those employees currently vested under V-6 will remain vested under V-10. Employees hired after the execution of this Agreement will be covered by MERS B-2 Retirement Plan. Part-time employees hired prior to the execution date of this Contract who move to full-time positions shall remain eligible for the MERS B-3 Retirement Plan.

**SECTION 2.** Further provided, if an employee terminates his/her employment with the County with less than ten (10) years of service, employee shall receive 100% of employee contribution as allowed under Plan prior to January 1<sup>st</sup>, 1983 and the County will pay to said employee 4% of his/her current annual gross wages times the number of years, including fractions, worked up to a maximum of the last six (6) years under this Plan after January 1<sup>st</sup>, 1983. Employees who voluntarily quit or are terminated with just cause will not receive the four percent (4%) payment set forth in this Section.

**ARTICLE 21**  
**TRAVEL ALLOWANCE**

The following schedule of mileage allowance shall apply to employees required to drive their own vehicle in the course of their employment.

**SECTION 1.** Mileage Allowance.

- A. The County shall provide a mileage allowance. The rate shall be the Internal Revenue Service standard mileage rate. Any changes in the standard IRS mileage reimbursement rate, either upward or downward, shall be effective prospectively only from and after the first full calendar month after the IRS announces such a change in writing.
- B. Miles shall always be computed on the basis of the shortest reasonable distance between the point of departure and destination.
- C. There shall be an explanation given on all claims made to the County for reimbursement expenses for all trips in accordance with the parameters set forth in the Menominee County Travel Expense Voucher.

**SECTION 2.** Conferences, Conventions or Seminars. The following regulations shall apply to all claims for reimbursement of expenses for attending meetings, conventions, conferences, or seminars on behalf of the Employer:

- A. Attendance at a meeting, convention, conference or seminar shall have the prior approval of the County Administrator or Personnel Committee of the Board of Commissioners.
- B. Travel by private automobile shall be reimbursed at the rate as provided in section (2) above.
- C. If transportation is by an Employer-owned vehicle, no mileage shall be allowed. Actual expenses of operation of said vehicle will be paid by the Employer upon tender of receipts for same.
- D. If travel is by common carrier, coach fares will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- E. Reimbursement for meals will not exceed the rate adopted by the County Board of Commissioners and shall be reimbursed after receipts are provided with the expense vouchers.
- F. When a member of an employee's family, i.e. wife, husband, son or daughter, shares the hotel or motel room, the single occupancy rate will be reimbursed if receipts have been retained and submitted with an Expense Voucher.
- G. Tolls, telephone and telegraph expenses will be reimbursed when it is necessary as a part of the trip on behalf of the Employer.

- H. Parking fees during the conference, convention, seminar or meeting will be reimbursed if receipts are retained and submitted with an Expense Voucher.
- I. Expense Vouchers shall be submitted within four (4) weeks following the convention, conference, seminar or meeting attended by the employee and shall be paid within four (4) weeks of submission, unless there is a question as to any of the receipts.
- J. The Board of Commissioners may determine that certain items will not be reimbursed under any circumstances, including, but not limited to:
  - 1. Travel insurance;
  - 2. Laundry or dry cleaning; or
  - 3. Hospitality or entertainment expense.

## **ARTICLE 22**

### **PHYSICAL EXAMINATION**

**SECTION 1. Physical Exams.** As a condition of the employee's return to work from a leave taken for the reason of the employee's mental condition; or an unpaid health or injury leave of thirty (30) or more days, or from any absence from employment for which time the employee received worker's compensation benefits, the Employer shall require employees to submit a medical certification relevant to the health condition that caused the need for the leave which certifies the employee's ability to return to work. A physical or mental examination may also be required if the Employer has any other reasonable basis to question the employee's physical ability to perform the essential functions of the employee's job, or if the employee's continued presence at the work site may endanger his/her health or safety or that of other employees or the public.

**SECTION 2. Physician Costs.** Examinations required under this Article shall be by a non-employee physician of the County's choice, including an appropriate medical specialist selected by the County when deemed appropriate. The cost of such examination shall be borne by the County.

**SECTION 3. Disputes.** If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing, the cost of which shall be the employee's responsibility. If a dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree on a third doctor to submit a report to the Employer and the employee. The decision of the third doctor shall be binding on both parties. The expense of any third physician shall be shared equally by the Employer and the employee to the extent not covered by insurance.

**SECTION 4. Employer Action.** On the basis of such an examination under this Article, the Employer may take actions as it deems appropriate, including, but not limited to, placing the employee on leave.

**SECTION 5. Illegal Drug or Other Substance Abuse Testing.** The Employer reserves the right to require an employee to take a test for illegal drug use or other substance abuse in the event the Employer has a reasonable suspicion of such use. Reasonable suspicion testing may be based upon:

- A. Observable phenomena, such as direct observation of drug use or possession and/or the physical symptoms of being under the influence of a drug;
- B. A pattern of abnormal conduct or erratic behavior;
- C. Arrest or conviction for a drug-related offense, or the identification of an employee as the focus of a criminal investigation into illegal drug possession, use, or trafficking;
- D. Information provided either by reliable and credible sources or independently corroborated; or
- E. Newly discovered evidence that the employee has tampered with a previous drug test.

Although reasonable suspicion testing does not require certainty, mere "hunches" are not sufficient to meet this standard.

**SECTION 6.** When an employee is required to take a physical exam with an employee designate physician or to take a substance abuse test under this Article during work hours, the time for the exam or test shall be considered hours worked.

## **ARTICLE 23** **GENERAL PROVISIONS**

**SECTION 1. Gender.** All reference to employees in this Agreement designate both sexes, and wherever the male gender or female gender is used, it shall be construed to include both male and female employees.

**SECTION 2. Employee Information.** It is the responsibility of each and every employee to keep his/her supervisor and the County Clerk's office informed of his/her latest address and telephone number.

**SECTION 3. Amendments.** No agreement or understanding contrary to this collective bargaining agreement, nor any alteration, variation, waiver or modification of any of the terms or conditions contained herein shall be binding upon the parties hereto unless such agreement, understanding, alteration, variation, waiver or modification is executed in writing between the parties. It is further understood and agreed that this contract constitutes the sole, only and entire Agreement between the parties hereto and cancels and supersedes any other agreement and understanding heretofore existing.

**SECTION 4. Demands and Proposals.** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or covered in this Agreement.

**SECTION 5. Savings Clause.** If any Article or Section of this Agreement or any supplements thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section would be restrained by such tribunal, the remainder of this Agreement or supplements shall not be affected thereby and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

**SECTION 6. Captions.** The captions used in each article or section of this Agreement are for identification purposes only and are not a substantive part of this Agreement.

**SECTION 7. Binding Effect.** The terms and conditions of this Agreement shall be binding upon the parties, and upon the Department employees and management, upon ratification of the Agreement by the bargaining unit members and by the Menominee County Board of Commissioners.

**SECTION 8. Outside Employment.** In no case shall outside or supplemental employment conflict with or impair the employee's responsibilities to the Department.

**SECTION 9. Invalidity of Contract Provisions.** The parties agree that, should any Article or Section of this Agreement be deemed illegal, either by Federal or State Law, the parties agree to re-negotiate such Article and/or Section to bring such Article and/or Section in compliance with such law.

**SECTION 10. Inclement Weather.**

- A. The Chairperson of the Board of Commissioners, County Administrator and/or the County Clerk will determine if weather conditions are severe enough to close the Courthouse. Notice of closing will be broadcast over local radio stations. All employees will be paid for their regularly scheduled hours that day if the Courthouse is closed.
- B. Employees who are unable, due to weather conditions, to report for work when the Courthouse is open must use first compensatory time (if any), then vacation or personal leave (if any), and then sick leave in order to be paid for that day.
- C. If weather conditions or other acts of God make it necessary to close the Courthouse after the business day has started, all employees will be paid for their regularly scheduled shifts for the period the Courthouse is closed. This decision will be made by the County Administrator, the County Clerk, then the County Chair.

**ARTICLE 24**  
**COMPENSATION**

**SECTION 1. Rates of Pay.** For each classification there is a Start Rate, Intermediate Rates, and a Maximum Rate. The rates are set forth in the Wage Classification/Compensation Plan, Appendix "A" attached to this Agreement.

**SECTION 2. Appointments.** Original appointments to any position will be made at the start rate of the classification. However, based upon the recommendation of the Department Head and County Administrator, the Board of Commissioners may approve compensation up through the three (3) year rate in the wage schedule for the classification upon the new employee's appointment. Any such appointment beyond the normal start step level shall be based on experience and ability over and above the desired minimum qualifications specified for the position as determined by the Employer.

**SECTION 3. Wage Advancement.** New employees at the start step shall advance to the next step of their wage grade at the beginning of the first full payroll period following the successful completion of one (1) year of continuous County service in their classification. Further advancement within the wage range shall be by successive steps effective the first full payroll period following the employee's completion of an additional one (1) year of continuous County service in their classification.

## **ARTICLE 25** **EMERGENCY MANAGER**

An Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act, 2011 PA 4, MCL 141.1501 to 141.1531, shall have the rights provided under said Act.

## **ARTICLE 26** **TERMINATION AND MODIFICATION**

**Termination and Modification.** This Agreement shall continue in full force and effect until December 31, 2014.

If either party desires to amend and/or terminate this Agreement, it shall, one hundred twenty (120) days prior to the above termination date, give written notification of same. It shall not be obligatory on either party, however, to reopen negotiations during the agreed-upon period for effectuation of this Contract.

If neither party shall give such notice, this Agreement shall continue in effect from year-to-year thereafter, subject to notice of amendment or termination by either party, on one hundred twenty (120) days written notice prior to the current year's termination date.

**Notice of termination or modification.** Notice shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, addressed, if to the Union: to Teamsters Local 486, 110 North 6<sup>th</sup> Street, Escanaba, Michigan 49829; and if to the Employer, addressed: Menominee County Board of Commissioners, 839 Tenth Avenue, Menominee, Michigan, 49858; or to any such address as the Union or the Employer may make available.

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

**MENOMINEE COUNTY COURTHOUSE**

**TEAMSTERS LOCAL 486**

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Chairperson

BY: \_\_\_\_\_  
Dave Robinson  
Secretary-Treasurer

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Administrator

BY: \_\_\_\_\_  
Kevin Keveney  
Business Agent

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Clerk

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Treasurer

BY: \_\_\_\_\_  
\_\_\_\_\_  
County Prosecutor

BY: \_\_\_\_\_  
\_\_\_\_\_  
Probate Judge

BY: \_\_\_\_\_  
\_\_\_\_\_  
Circuit Judge

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% - 01/01/12

| GRADE | ANNUAL SALARY RANGE |                   |                   |                   |                   |                   | JOB CODE AND TITLE                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | MINIMUM<br>1        | 2                 | 3                 | 4                 | 5                 | 6                 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5     | 25,022<br>\$12.03   | 26,020<br>\$12.51 | 27,019<br>\$12.99 | 28,017<br>\$13.47 | 29,016<br>\$13.95 | 30,014<br>\$14.43 | 1204 Custodian (B&G)                                                                                                                                                                                                                                                                                                                                                                                   |
| 6     | 27,518<br>\$13.23   | 28,620<br>\$13.76 | 29,723<br>\$14.29 | 30,804<br>\$14.81 | 31,907<br>\$15.34 | 33,009<br>\$15.87 | 1102 Bldg Code Secretary (bldg code)<br>1308 Deputy Clerk (PT) (clerk)<br>1904 Computer Operator/Clerk (FOC)<br>1203 Park Ranger (Parks)                                                                                                                                                                                                                                                               |
| 7     | 29,993<br>\$14.42   | 31,200<br>\$15.00 | 32,427<br>\$15.59 | 33,612<br>\$16.16 | 34,819<br>\$16.74 | 36,004<br>\$17.31 | 1903 Computer Operator/Secretary (FOC)<br>1306 Dep. Cty Clerk-Circuit/Family Ct (clerk)<br>1304 Records and Payroll (clerk)<br>1307 Dep. Register of Deeds (register of deeds)<br>2203 Dep. Register of Probate (pro/fam ct)<br>2204 Dep. Register of probate/Juvenile (pro/fam ct)<br>2404 Dep. Treasurer (treas)<br>1801 Extension Secretary (ext)<br>1702 Staff Cartographer – Tax Bill Coordinator |
| 8     | 32,510<br>\$15.63   | 33,800<br>\$16.25 | 35,110<br>\$16.88 | 36,400<br>\$17.50 | 37,710<br>\$18.13 | 39,000<br>\$18.75 | 2501 Veterans Service Officer<br>2403 Dep. Treasurer – Taxes (treas)                                                                                                                                                                                                                                                                                                                                   |
| 9     | 35,006<br>\$16.83   | 36,379<br>\$17.49 | 37,793<br>\$18.17 | 39,187<br>\$18.84 | 40,580<br>\$19.51 | 41,995<br>\$20.19 | 1202 Asst. Maintenance Superintendent (B&G)<br>2104 Legal Secretary/Computer Operator (prosecutor)<br>2202 Register of Probate/Juv Court Rec (prob/fam ct)<br>1703 Staff Appraiser (equal)<br>1305 Accts Payable/Financial Systems Admin (clerk)                                                                                                                                                       |
| 10    | 37,481<br>\$18.02   | 39,000<br>\$18.75 | 40,476<br>\$19.46 | 41,995<br>\$20.19 | 43,492<br>\$20.91 | 44,990<br>\$21.63 | 2103 Investigator (prosecutor)<br>1902 Caseworker (FOC)                                                                                                                                                                                                                                                                                                                                                |
| 11    | 39,998<br>\$19.23   | 41,579<br>\$19.99 | 43,180<br>\$20.76 | 44,782<br>\$21.53 | 46,384<br>\$22.30 | 47,985<br>\$23.07 | 1101 Building Inspector (bldg code)                                                                                                                                                                                                                                                                                                                                                                    |

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/2013

| GRADE | ANNUAL SALARY RANGE |         |         |         |         |         | JOB CODE AND TITLE                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---------------------|---------|---------|---------|---------|---------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | MINIMUM             | 1       | 2       | 3       | 4       | 5       |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5     | 25,521              | 26,540  | 27,560  | 28,579  | 29,598  | 30,617  | 1204 Custodian (B&G)                                                                                                                                                                                                                                                                                                                                                                                   |
|       | \$12.27             | \$12.76 | \$13.25 | \$13.74 | \$14.23 | \$14.72 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 6     | 28,059              | 29,203  | 30,326  | 31,428  | 32,552  | 33,675  | 1102 Bldg Code Secretary (bldg code)<br>1308 Deputy Clerk (PT) (clerk)<br>1904 Computer Operator/Clerk (FOC)<br>1203 Park Ranger (Parks)                                                                                                                                                                                                                                                               |
|       | \$13.49             | \$14.04 | \$14.58 | \$15.11 | \$15.65 | \$16.19 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 7     | 30,596              | 31,824  | 33,072  | 34,278  | 35,505  | 36,732  | 1903 Computer Operator/Secretary (FOC)<br>1306 Dep. Cty Clerk-Circuit/Family Ct (clerk)<br>1304 Records and Payroll (clerk)<br>1307 Dep. Register of Deeds (register of deeds)<br>2203 Dep. Register of Probate (pro/fam ct)<br>2204 Dep. Register of probate/Juvenile (pro/fam ct)<br>2404 Dep. Treasurer (treas)<br>1801 Extension Secretary (ext)<br>1702 Staff Cartographer – Tax Bill Coordinator |
|       | \$14.71             | \$15.30 | \$15.90 | \$16.48 | \$17.07 | \$17.66 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8     | 33,155              | 34,486  | 35,817  | 37,128  | 38,459  | 39,790  | 2501 Veterans Service Officer<br>2403 Dep. Treasurer – Taxes (treas)                                                                                                                                                                                                                                                                                                                                   |
|       | \$15.94             | \$16.58 | \$17.22 | \$17.85 | \$18.49 | \$19.13 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 9     | 35,713              | 37,107  | 38,542  | 39,977  | 41,329  | 42,827  | 1202 Asst. Maintenance Superintendent (B&G)<br>2104 Legal Secretary/Computer Operator (prosecutor)<br>2202 Register of Probate/Juv Court Rec (prob/fam ct)<br>1703 Staff Appraiser (equal)<br>1305 Accts Payable/Financial Systems Admin (clerk)                                                                                                                                                       |
|       | \$17.17             | \$17.84 | \$18.53 | \$19.22 | \$19.90 | \$20.59 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10    | 38,230              | 39,790  | 41,288  | 42,827  | 44,366  | 45,905  | 2103 Investigator (prosecutor)<br>1902 Caseworker (FOC)                                                                                                                                                                                                                                                                                                                                                |
|       | \$18.38             | \$19.13 | \$19.85 | \$20.59 | \$21.33 | \$22.07 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11    | 40,788              | 42,411  | 44,033  | 45,676  | 47,299  | 48,942  | 1101 Building Inspector (bldg code)                                                                                                                                                                                                                                                                                                                                                                    |
|       | \$19.61             | \$20.39 | \$21.17 | \$21.96 | \$22.74 | \$23.53 |                                                                                                                                                                                                                                                                                                                                                                                                        |

## APPENDIX A

MENOMINEE COUNTY  
JOB CLASSIFICATION LIST – GRADE ORDER  
2.0% ON 01/01/14

| GRADE | ANNUAL SALARY RANGE |                   |                   |                   |                   |                   | JOB CODE AND TITLE                                                                                                                                                                                                                                                                                                                                                                                     |
|-------|---------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | MINIMUM<br>1        | 2                 | 3                 | 4                 | 5                 | 6                 |                                                                                                                                                                                                                                                                                                                                                                                                        |
| 5     | 26,041<br>\$12.52   | 27,081<br>\$13.02 | 28,121<br>\$13.52 | 29,140<br>\$14.01 | 30,180<br>\$14.51 | 31,220<br>\$15.01 | 1204 Custodian (B&G)                                                                                                                                                                                                                                                                                                                                                                                   |
| 6     | 28,620<br>\$13.76   | 29,785<br>\$14.32 | 30,929<br>\$14.87 | 32,052<br>\$15.41 | 33,196<br>\$15.96 | 34,340<br>\$16.51 | 1102 Bldg Code Secretary (bldg code)<br>1308 Deputy Clerk (PT) (clerk)<br>1904 Computer Operator/Clerk (FOC)<br>1203 Park Ranger (Parks)                                                                                                                                                                                                                                                               |
| 7     | 31,200<br>\$15.00   | 32,468<br>\$15.61 | 33,737<br>\$16.22 | 34,964<br>\$16.81 | 36,212<br>\$17.41 | 37,460<br>\$18.01 | 1903 Computer Operator/Secretary (FOC)<br>1306 Dep. Cty Clerk-Circuit/Family Ct (clerk)<br>1304 Records and Payroll (clerk)<br>1307 Dep. Register of Deeds (register of deeds)<br>2203 Dep. Register of Probate (pro/fam ct)<br>2204 Dep. Register of probate/Juvenile (pro/fam ct)<br>2404 Dep. Treasurer (treas)<br>1801 Extension Secretary (ext)<br>1702 Staff Cartographer – Tax Bill Coordinator |
| 8     | 33,820<br>\$16.26   | 35,152<br>\$16.91 | 36,524<br>\$17.56 | 37,876<br>\$18.21 | 39,228<br>\$18.86 | 40,560<br>\$19.51 | 2501 Veterans Service Officer<br>2403 Dep. Treasurer – Taxes (treas)                                                                                                                                                                                                                                                                                                                                   |
| 9     | 36,420<br>\$17.51   | 37,856<br>\$18.20 | 39,312<br>\$18.90 | 40,768<br>\$19.60 | 42,224<br>\$20.30 | 43,680<br>\$21.00 | 1202 Asst. Maintenance Superintendent (B&G)<br>2104 Legal Secretary/Computer Operator (prosecutor)<br>2202 Register of Probate/Juv Court Rec (prob/fam ct)<br>1703 Staff Appraiser (equal)<br>1305 Accts Payable/Financial Systems Admin (clerk)                                                                                                                                                       |
| 10    | 39,000<br>\$18.75   | 40,580<br>\$19.51 | 42,120<br>\$20.25 | 43,680<br>\$21.00 | 45,260<br>\$21.76 | 46,820<br>\$22.51 | 2103 Investigator (prosecutor)<br>1902 Caseworker (FOC)                                                                                                                                                                                                                                                                                                                                                |
| 11    | 41,600<br>\$20.00   | 43,264<br>\$20.80 | 44,907<br>\$21.59 | 46,592<br>\$22.40 | 48,235<br>\$23.19 | 49,920<br>\$24.00 | 1101 Building Inspector (bldg code)                                                                                                                                                                                                                                                                                                                                                                    |