

JACKSON COUNTY
AND
JACKSON COUNTY EMPLOYEES

CHAPTER OF LOCAL 2098
affiliated with
MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)

COLLECTIVE BARGAINING AGREEMENT

This agreement, made and entered into as of this 20th day of April, 2010, by and between the County of Jackson and its Elected Officials of the County of Jackson, State of Michigan and its employees recognized hereunder as being represented by Local 2098 and Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO.

A. PURPOSE

1. 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 County/Courts and Employees and the Union.
2. The parties recognize that the success of the County/Courts depends upon the County's/Courts ability to establish a proper service for the community, with due regard for the interests of the citizens of the community and personnel of the County/Courts.
3. To these ends, the County/Courts and the Union encourage to the fullest degree friendly and cooperative relations between respective representatives at all levels and among all Employees.

B. DEFINITIONS

1. **EMPLOYER.** For the purposes of this agreement, the word "Employer" means the County of Jackson and its Elected Officials, of the County of Jackson, State of Michigan.

Employer-Courts: For the purpose of this Agreement, the word "Employer" means the respective judges, individually or collectively as the case may be of the 4th Judicial Circuit Court, a department consisting of the following divisions: Circuit Court, Family Court, Probate Court, Friend of the Court, Youth Services and Youth Center.

The respective judges, individually or collectively as the case may be of the department of 12th District Court.

And a department consisting of the County Clerk.

2. EMPLOYEE. For the purpose of this agreement, the word “employee” means all employees of the above mentioned Chapter - Health, County General and Courts unless excluded in the recognition clause of this agreement.

a. Full-Time Employees. Employees who are regularly scheduled to work 80 hours per 80 hour pay period.

b. Part-Time Employees. Employees who are regularly scheduled to work not less than 40 but no more than 60 hours per 80 hour pay period.

c. Special Part-Time. The Department on Aging, Facilities (Print Room) and Airport each have the ability to hire one (1) employee who is regularly scheduled to work less than fifteen (15) hours per week. These employees will not be covered by the provisions of the collective bargaining agreement(s). Special part-time at the Airport to be used only for Saturday, Sunday and holiday coverage.

d. Temporary Employees. Employees who are regularly scheduled to work, but such employment may not exceed 100 calendar days. In the event that a temporary employee is promoted to a full-time or part-time employee, his/her time worked as a temporary employee shall count towards establishing seniority status, even if working through a temporary agency. When a temporary employee is hired, the name of the temporary employee will be provided by the Employer to the Chapter Chairperson.

e. Casual Employees. Employees who are called in to work as needed by the Employer but are not regularly scheduled. Days worked as a casual employee shall not count as days worked as a temporary employee. The Union will be notified when casuals are used.

Casual employees shall not be allowed to perform the duties of the Youth Specialist classification whenever Youth Specialists are available; except casual employees may substitute for scheduled Youth Specialists who are unable to work when scheduled due to illness, transporting, emergencies, off on unpaid time, or Union business, as well as twenty-four (24) hours per training event, up to three (3) days for Jury Duty, up to three (3) days for transition/bid periods, and residential field trips/activities.

f. Co-op Employees. Employees who are normally regularly scheduled to work not more than 40 hours per 80 hour pay period through high school co-operative extension programs.

3. UNION. For the purpose of this agreement, the word “Union” as used herein, means Health, County General and Courts, of Local 2098 and Michigan Council No. 25,

AFSCME, AFL-CIO.

4. IMMEDIATE FAMILY. For the purpose of this agreement Immediate family means the employee spouse, children, step-children, foster children, parents, step-parents, foster parents, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parent-in-law, and any other person for whose financial and physical care the employee is principally responsible.

For the purpose of Article S. Bereavement Leave only, son-in-law and daughter-in-law are added to the definition of Immediate Family.

C. RECOGNITION

1. The Employer, a public Employer under the Public Employment Relations Act, being 1947 PA.336, and herein referred to as PERA, hereby recognizes the Union as the exclusive representative for the purposes of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment for the term of this Agreement, of all employees working for Jackson County/Jackson County Courts, but excluding however, the following:

- a. Elected Officials, Department Heads, Professional employees, Supervisors, Managerial employees, and confidential employees;
- b. The employees represented by the Jackson County Deputy Sheriff's Association;
- c. Michigan Nurses' Association employees;
- d. All employees represented by the Police Officers Labor Council;
- e. District Court Probation Officers Association employees;
- f. Command Officers Association of Michigan
- g. Police Officers Association of Michigan
- h. Temporary, casual and co-op employees;
- i. Attorney Referee/Magistrates Association of Jackson County;
- j. All other employees of the County of Jackson/Jackson County Courts not designated above as represented or not designated above as excluded.

D. UNION REPRESENTATION - DUES AND FEES

1. **PURPOSE.** The Employer and the Union agree that neither shall unlawfully discriminate against any employee because of race, religion, color, national origin, age, sex, height, weight, marital status, handicap, political belief, or membership or non-membership in a Union, nor shall the Employer or the Union, or its agents, or their members unlawfully discriminate against any employee because of exercising of his/her rights under PERA or this Agreement.
2. **UNION AND NON-UNION MEMBERSHIP.** All employees shall elect whether to voluntarily be a Union member or voluntarily pay a representation fee. The Employer and the Union agree that they will not discriminate, as set forth above, against any employee in regard to hire terms or conditions of employment in order to encourage or discourage Union membership.
3. **UNION ACCEPTANCE OF MEMBERSHIP.** The Union agrees to accept into membership all employees who apply for Union membership. Payment of Union dues and fees uniformly required is a condition of Union membership and a condition of continued employment.
4. **ELECTION OF MEMBERSHIP.** Within thirty-one (31) calendar days from the date of employment, or within thirty-one (31) calendar days from the date this agreement is executed, whichever is later, each employee shall elect whether or not to apply for Union membership.
 - a. **Election for Union Membership.** Employees who elect to join the Union shall execute membership and dues authorization cards required by the Union.
 - b. **Election Against Union Membership.** Employees who elect not to join the Union shall execute the representation fee authorization card.
5. **DEDUCTION OF FEES.** The Employer shall deduct from the first paycheck of each month Union dues and fees or the representation fee as authorized by each employee.
6. **DISCHARGE FOR NON-UNION PAYMENT.** Employees who fail to remain Union members, or in the alternative fail to pay the representation fee, shall be discharged by the Employer within thirty (30) calendar days after the receipt of written notice to the Employer and the employee from the Union, unless the Employer is otherwise notified by the Union in writing within such period that such default has been rectified.
7. **HOLD HARMLESS.** The Union shall indemnify and hold the Employer harmless against any and all claims or liabilities, including court costs and attorney fees, that

arise out of the Employer's compliance with the Union's security of check-off provisions of this Agreement.

8. NOTICE OF NEW HIRES. The Employer will furnish to the Union a list of all new hires at the end of each pay period.

9. NOTICE OF TERMINATION OF SENIORITY. In the event an employee's seniority is terminated, the Employer shall notify the Union in writing following the end of the month in which termination of seniority took place.

10. BARGAINING COMMITTEE. Employees shall be represented by a bargaining committee of not more than ten (10) members to be composed of employees of the County representing the Courts/County Clerk, Health Department, and County General. The Employer agrees to pay bargaining committee members for the time lost from regular work during collective bargaining sessions. Meetings shall be held at mutually agreed upon times. Reasonable arrangements will be made to all bargaining committee members to attend collective bargaining sessions during their regular work hours. Bargaining committee members shall notify their Department Head when they intend to be absent in order to attend collective bargaining sessions. The Union President shall be entitled to attend all collective bargaining sessions without pay, however, in the event the President is one of the ten member bargaining committee, the President shall serve with pay.

11. UNION STEWARDS. AFSCME employees shall be entitled to a total of fourteen (14) stewards as follows:

- A total of three (3) stewards for Parks, Airport, and Sheriff's Department, Courthouse, Prosecutor's Office, Department on Aging, County Tower Building, MSU Extension, Animal Shelter and County Garage.
- Two (2) stewards, one for the Facilities Department and one steward at large.
- Two (2) stewards at the Jackson County Health Department (Human Services Building).
- Seven (7) stewards for Courts/County Clerk as follows:
 - i. One (1) – 12th District Court
 - ii. Two (2) – Circuit/Family/Probate Court and Friend of the Court
 - iii. One (1) – County Clerk
 - iv. Three (3) – Youth Center (one for each 8 hour shift.)

Reasonable arrangements will be made to allow stewards time off with pay during their regular working hours for the purpose of investigating and adjusting any complaints and grievances by arranging with the respective Elected Officials and/or Department Heads to visit such premises during regular work hours, but in no event shall the steward interfere with the maintenance of discipline or the regular work being carried on in the department. Any requests for records or other documents by stewards shall be made in

writing to the Elected Official and/or Department Head. The Elected Official and/or Department Head will provide the information as quickly as possible.

The County premises may be used for the grievance interviews. Stewards shall investigate and present the grievances to the Elected Officials and/or Department Heads through the grievance procedure. In the event the steward is absent, alternate stewards may perform their functions provided they have conformed with the above requirements in notifying the Elected Official and/or Department Head, giving him/her reasonable time to adjust for their absence during such periods while they are investigating or processing grievance procedures. If an alternate steward is not available from the department the absent steward represents, then the Chapter Chair person for that Unit will fill in. If the Chapter Chair for the Unit is unavailable, then either of the remaining Chapter Chair's may fill in for the absent steward. A list of stewards shall be provided to the Director of Human Resources by the Chapter Chairperson whenever changes are made.

12. SPECIAL MEETINGS. Special meetings of urgent or compelling nature, concerning health and safety or other items in which time is important to both parties, may be called by either party in which event the parties shall endeavor to meet within seven (7) calendar days time after such a request is made. Consideration will be limited to a written agenda accompanying the request. In the event the Union does not submit an agenda or the Employer does not submit an agenda, no such meeting shall be held. Employees will be paid for time lost from regular working hours at such meetings. Meetings shall consist of two (2) representatives from the Union and the staff representative of the Council, and three (3) representatives from the Employer.

13. County Quality I..., Workplace Enhancement, Goals and other County-wide teams will include representation from the Health Department, County General and Court/County Clerk AFSCME employees. Employees shall be paid their regular rate of pay while attending scheduled County-team meetings. The parties recognize and accept that when AFSCME members and/or officers are participating on a County formed team, the position of those members is not an AFSCME position as an organization. AFSCME, by participating, in no way waives its rights to grieve and/or negotiate and in all ways reserves its rights as provided under PERA.

E. EMPLOYER AND UNION RESPONSIBILITY

1. The Employer hereby reserves and retains unto itself all powers, rights, authorities, duties and responsibilities conferred upon and vest in it by the laws and constitutions of the State of Michigan and the United States. The management of the business and administration of the Employer is vested exclusively in it and the Employer reserves to itself all management and administrative functions including but not limited to, the full and exclusive control of the content and work, the direction, supervision and the operation of the County/Courts' business and of the employees of

the County/Court. This authority of management shall include, among others, the right to hire new employees, to direct the work force, to discipline, suspend or discharge non-probationary employees for just cause, to establish classifications and job requirements, to decide on functions to be performed, to lay off employees because of lack of work or the elimination of departments, to combine or split up departments, to determine starting and quitting time and shift schedules, to establish overtime hours to be worked, to establish methods for recording work hours of employees (other than by the use of time clocks at the Youth Center and Court Officers at 12th District Court), to establish standards of quality, all of which shall be subject to and be in conformity with the applications of express provisions of this Agreement. These rights are not all inclusive but are merely an indication of the type of matters and rights which belong to and are part of the management of the business of the County/Courts. Any powers or authorities of the Employer which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer.

2. No lockout of the employees shall be instituted by the Employer during the term of this Agreement. No members of the Union will strike or engage in concerted refusal to work overtime, slow down or otherwise interfere with or suspend work to which they are assigned for any reason other than safety measures. The Union agrees that it will not cause, engage in, or authorize members to engage in any such action or interfere with the services rendered by the County/Court employees. This restriction shall apply to the Employer and the Union even though all steps of the Grievance and Arbitration Procedures have been exhausted and shall pertain to any dispute or difference of opinion between the Employer and the Union or between the parties and lockouts, strikes or any economic measures may not be employed by the parties to enforce their demands. Any action for damages, or injunctions, however, may be processed by the Circuit Court of Jackson County.

3. The Employer shall provide to the Chapter Chairperson a list of Department Heads, Division Heads, Supervisors, and the Labor Relations personnel of the County/Courts.

F. SENIORITY

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a ninety (90) calendar day probationary period.

2. EXTENSION OF PROBATIONARY PERIOD. The probationary period may be extended once for not more than ninety (90) calendar days upon the mutual written agreement of the Employer and employee affected. The Union shall be provided a copy of each such agreement by the Employer.

Employees whose probationary period has been extended will be eligible for benefits after one-hundred thirty five (135) calendar days.

3. UNION REPRESENTATION DURING PROBATIONARY PERIOD. The Union may represent employees during the probationary period for the purpose of collectively bargaining with respect to initial determination of their rates of pay, and hours of employment, or other conditions of employment. However, employees disciplined, discharged or laid-off during the probationary period shall not have recourse to the terms of this agreement except with respect to health and safety measures.

4. WAIVER OF PROBATIONARY PERIOD. The Employer may grant a probationary employee seniority status prior to the end of the probationary period. If such status is granted, the Union shall be notified in writing.

5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the Employer, the employee shall have seniority status.

6. SENIORITY DATE. Each employee's seniority date shall be the employee's hiring date as a temporary or regular employee in continuous full-time or part-time employment.

a. For employees hired on the same day seniority shall be assigned based on alphabetical order of last name on start date.

b. Employee numbers will be assigned based on alphabetical order of last name with employees whose last name occurs first alphabetically being assigned the lower employee number, following in sequence by alphabet with other employees hired that day.

c. Should an employee's last name change after hire no change will be made in seniority.

d. The employee with the lowest employee number shall be considered most senior for purposes of layoff or recall as well as all other seniority provisions of this collective bargaining agreement.

7. ANNIVERSARY DATE. Each employee's anniversary date shall be one year integrals from the hiring date.

8. SENIORITY LIST. The Employer shall prepare and maintain a seniority list which shall list the name, classification, and anniversary date of each employee with seniority status. The Employer shall submit the seniority list to the Union prior to July 15 and December 30 of each year. A seniority list shall be posted in each department.

9. APPLICATIONS OF SENIORITY. The Employer agrees to recognize and apply the principle of seniority as follows:

a. Courts Only. For court employees divisional seniority first applies; then departmental seniority. Refer to Article B. Definitions. Only divisional seniority (consecutive service within a division) shall apply for purposes of shift preference, paid time off preference, temporary transfers and regular day off preference for seven to fourteen (7-14) day operations. Divisional seniority shall be applied before departmental seniority for purposes of layoff (and bumping), recall and filling vacant positions.

b. Departmental Seniority. In the event of shift preferences, overtime, paid time off, transfer to a temporary vacant position, and, in seven (7) or fourteen (14) day operations, regular days off, only departmental seniority shall apply. In the event of a lay-off (and bumping), recall, work assignments, and filling vacant positions, departmental seniority shall first apply.

The Employer has discretion to change the work locations and duties of the employees in the 12th District Court within the scope of the respective job descriptions. Should any change prove to be unsatisfactory to either the Employer or the employee, it shall be reviewed by the Employer with the employee, with consideration being given to the needs of both, in an attempt to accommodate all concerned.

12th District Court Only: Employees may be assigned to one of four sections (civil, criminal/probation, collections or traffic). The granting of paid time off and the assignment of work hours will be based upon departmental seniority within the respective section.

c. Unit-Wide Seniority. There shall be no unit-wide seniority, except employees hired in Unit D from Units B or C shall retain their accrued Unit B or C seniority (length of service from last date of hire in Unit B or C) only for purposes of wage progression increases, longevity pay, pension, sick leave, paid time off, and cafeteria plan; provided, however, that Unit B or C applicants may agree in writing to waive their accrued seniority for any or all such purposes.

d. County Wide Seniority. In the event of an indefinite lay-off, county wide seniority shall apply for Health Department and County General after application of departmental and unit-wide seniority.

e. Transfer Out Of Bargaining Unit. Employees transferred to a non-bargaining unit position, shall retain their accumulated departmental seniority, as defined by application of seniority, as of the date of such transfer, but shall not continue to accumulate seniority while they serve in the non-bargaining unit position.

10. SUPERSENIORITY OF UNION REPRESENTATIVES. The Chairperson of the Chapter and the President of the local shall be entitled, in the event of lay-off, notwithstanding their position on the seniority list, to be employed as long as there is a job in their department under this agreement, which they can perform either on the

basis of their past qualifications, having held the position, their experience, training, and physical, educational or technical qualifications. The stewards shall be entitled to continue work if they have the necessary qualifications to perform the work, and if work is available in their department as long as work is being performed in their particular department, or other departments under their jurisdiction where other employees are working. Similarly, in the event they are laid-off, they shall be recalled to work in the event of lay-off on the first open job in the department which they can perform within their established classification.

11. LOSS OF SENIORITY. An employee shall lose his/her seniority rights for the following reasons. (All time periods set forth in sub-paragraphs (b), (c), and (d) may be waived if the employee provides a legitimate excuse acceptable to the Employer for failure to notify or report within the time required, which shall be subject to the grievance procedure.)

a. The employee quits or is discharged for cause.

b. The employee is absent for three (3) consecutive working days and without good cause fails to notify the Employer and obtain a leave of absence. The Employer will issue a termination notice in such case.

c. An employee fails to report for seven (7) calendar days after he/she is notified of the recall, by registered or certified mail, sent to the employee's last known address on record with the Employer, then in such event he/she shall be considered to have quit. Seven (7) calendar days shall commence based on the postmark of his/her notice. Notice will be given the Union in the event of the employee's failure to report within the required time.

d. The employee fails to report back within three (3) working days following the expiration of a leave of absence, vacation or holiday.

e. Falsification of reasons for leave or absence or statements on the employees application. This shall not apply to false statements made over two years ago.

f. All employees will lose their seniority if laid off for a continuous period of eighteen (18) months.

12. SENIORITY STATUS/MILITARY SERVICE. An employee actively serving in the armed forces of the United States shall not lose his/her seniority status but upon release from service under honorable conditions, he/she shall be re-employed by the Employer under the provision of the Universal Military Training and Service Act provided he/she reports for work within 90 calendar days after such release from training in service or hospitalization continuing after discharge. If such employee does not receive a certificate of satisfactory completion of military service and has received undesirable, bad conduct, or dishonorable discharge, the Employer will review his/her

case with the Union as to whether or not he/she should be re-employed, but generally such person shall not be entitled to re-employment. The Employer agrees to comply with all provisions of any statute of the United States or the State of Michigan concerning the re-employment or reinstatement of veterans.

G. LAYOFFS

1. TEMPORARY LAY-OFF. A temporary lay-off is a lay-off for a period of five (5) working days or less.
2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off in excess of five (5) working days for an indefinite period. This term refers to a reduction in the number of employees within a given department within the bargaining unit.
3. LAY-OFF PRIORITIES. In the event of a permanent or temporary lay-off, employees will be laid off, by classification, according to seniority within the department in the following order.
 - a. Co-op employees
 - b. Casual employees
 - c. Temporary employees
 - d. Probationary employees
 - e. Part-time employees with the exception of the Youth Center part-time employees)
 - f. Full-time employeesNote: 4th Judicial Circuit Court is by division.

The Employer may continue to employ casual or temporary employees who possess the qualifications and ability to perform the job while bargaining unit employees are laid off if those casual or temporary employees are working in classifications other than those of the laid off employees. Employees on lay-off would be given the first opportunity to work as casual or temporary employees if they previously held the position and/or if they possess the qualifications and ability to perform the job.

4. LAY-OFF NOTIFICATION. In the event of a temporary or permanent lay-off, employees shall be notified, in writing, by the Employer at least fourteen (14) calendar days prior to lay-off. The Union shall be given a list of such laid off employees at the same time.
5. BUMPING.
 - a. Employees on temporary lay-off may not exercise their seniority rights to bump.
 - b. In the event of a permanent lay-off, employees shall be transferred, based

on their seniority in the following order provided they either held the position previously, or have the qualifications, experience, and training required to immediately fill the position.

1. Into the position of the least senior employee within the same classification.

2. Into the position of the least senior employee in another classification at the same or lower pay level.

This procedure shall be applied for each employee replaced by application of this procedure until the employee is transferred or laid off.

Bumping rights of Court employees are limited exclusively to the department in which the laid off individual is employed.

Court employees may not bump into County General or Health Department classifications nor may County General or Health Department employees bump into Court classifications.

The employee may elect to waive seniority rights and apply for the lay-off in writing, to the Chapter Chairperson and the Director of Human Resources and the respective Court Administrator if the employee is an employee of the courts.

6. RECALL. When the work force is to be increased after a lay-off, employees shall be recalled according to seniority provided the employee has the qualifications and ability to perform the available work. Employees who have bumped shall be considered on lay-off for purposes of recall.

Recall rights of Court employees are limited exclusively to the department in which the laid off individual was employed.

7. EFFECT OF LAY-OFF ON FILLING VACANT POSITIONS. Vacant positions which occur during a lay-off shall be filled according to Article H. An employee who is on lay-off, has bumped or has been bumped shall be deemed to be an employee of his/her department for purposes of Article H. for a period of eighteen (18) months and shall accumulate departmental seniority in the department to which he/she bumped.

8. NOTICE OF RECALL. Notice of recall may be made by registered or certified mail to the employee's last known address. Laid-off employees shall be responsible for keeping the Employer informed of their current address.

9. FAMILY INDEPENDENCE AGENCY WORKERS. Family Independence Agency workers are not allowed to work when County employees are laid-off who are qualified to perform the work done by FIA workers.

H. VACANT POSITIONS

1. VACANT POSITIONS. A vacant position exists when a new classification is created, when the number of positions within a classification is increased, if an employee dies, quits, is rightfully discharged, or transferred.
2. TEMPORARY VACANT POSITIONS. A temporary vacant position exists when an employee is absent from his/her position for any number of consecutive two hour integrals not to exceed one-hundred (100) calendar days.
3. FILLING TEMPORARY VACANT POSITIONS. The Employer may fill a temporary vacant position by transferring the senior qualified employee within the department and if none is available may be filled with a temporary employee for a period not to exceed one hundred (100) calendar days.
 - a. Youth Center Only: In an emergency or in the event of a temporary medical leave of a Shift Supervisor, a full-time Union Youth Specialist will be placed into a non-union Shift Supervisor position on a temporary basis up to one hundred (100) calendar days.

At the discretion of the Youth Center Director the full-time Youth Specialist will be selected based on their ability to perform the job and not be subject to seniority rights. While in the temporary non-union Shift Supervisor capacity, union seniority will continue to accrue and they will remain on the overtime list.
4. FILLING VACANT POSITIONS. Vacant positions shall be filled by the most senior applicant if qualifications, ability to perform the job and matters such as experience, training, education, physical and technical qualifications required are equal.
 - a. Departmental Seniority. Vacant positions shall be first filled on the basis of current Departmental Seniority.
 - b. Unit Wide Seniority. In the event that no employee from within the department applies and is qualified, the vacant position shall be filled according to Unit Wide seniority. For purposes of filling vacant positions unit seniority shall apply only to Health Department and County General.
 - c. Multiple Unit Seniority. When an employee transfers from one unit to another, seniority in the unit from which the employee transfers is frozen. The seniority in the prior Unit may not be used for purposes of filling a vacant position in the prior Unit. In the event the employee is placed in a vacant position in the prior Unit, the employee is then credited with the amount of seniority that was frozen.

d. No Seniority. In the event that no employee who has seniority applies for the vacant position and is qualified, the Employer may fill the vacant position at the Employer's pleasure.

5. FILLING VACANT COURT CLERK AND DEPUTY PROBATE REGISTER POSITIONS. Bids will be accepted from all Court Departments for vacant Court Clerk and Deputy Probate Register vacancies.

(a) The Judge of the Court to which the Clerk is to be assigned shall have the discretion to determine the qualifications of the employees who bid for the position. If, in the discretion of the Judge, the applicant(s) does not have the qualifications or ability to perform the work, or in the Judge's discretion, the employee did not have the ability or did not appropriately perform the work after the employee completed a trial period, the County Clerk, with the concurrence of the Judge, may fill the position with an outside applicant. Judge's determination shall be in writing.

(b) The Chief Probate Judge shall have the discretion to determine the qualifications of the employees who bid for the position of Deputy Probate Register. If, in the discretion of the Judge, the applicant(s) does not have the qualifications or ability to perform the work, or in the Judge's discretion, the employee did not have the ability or did not appropriately perform the work after the employee completed a trial period, the Chief Probate Judge may fill the position with an outside applicant. Judge's determination shall be in writing.

6. FILLING VACANT INVESTIGATOR/CONCILIATOR POSITIONS IN FRIEND OF THE COURT. The filling of vacant Investigator/Conciliator positions shall be at the discretion of the Friend of the Court and not subject to Union seniority rights.

7. FILLING VACANT CASEWORK COORDINATOR POSITIONS IN DISTRICT COURT. The filling of vacant Casework Coordinator positions shall be at the discretion of the District Court Administrator and not subject to Union seniority rights.

8. FILLING VACANT COURT OFFICER POSITIONS IN DISTRICT COURT. The filling of vacant Court Officer positions shall be at the discretion of the applicable District Court Judge and not subject to Union seniority rights.

If, in the discretion of the Judge, the employee did not have the ability to perform the work, or in the Judge's discretion the employee did not have the ability or skill or did not appropriately perform the work after the employee completed a trial period, the Judge may fill the position with an outside applicant. Judge's determination shall be in writing.

9. DEPARTMENTAL VACANCIES. The Department Head may fill vacancies within the department based upon departmental seniority by posting within the department for three working days.

10. VACANT POSITION POSTING. If the Employer determines to fill the resulting position, it shall be published by being posted on all the Union bulletin boards over the signature of the Director of Human Resources or his/her authorized representative for a period of seven (7) calendar days. Hours will be indicated on part-time position postings but the Employer retains the right to indicate "flexible hours" when appropriate. Youth Specialist positions (full-time) will reflect days off. Copies of the posting will be sent to the President, Chapter Chair and Stewards.

11. APPLICATION FOR VACANT POSITION. An employee desiring to be transferred to a posted vacant position shall make written application to the person who signed the vacant position posting.

12. TRIAL PERIOD.

a. Employees who are transferred to a vacant position shall be given a period of fourteen (14) calendar days to establish their ability to perform the work. The Trial Period may be extended up to an additional forty-five (45) calendar days upon the written mutual agreement of the Elected Official and/or Department Head and employee affected. The Union shall be provided a copy of each agreement by the Employer.

b. In the event an employee is found to be unable to perform the work required, the employee shall be returned to his/her prior position, and the Employer may transfer or employ the next eligible applicant to the vacant position without re-posting the vacant position.

c. In the event an employee feels uncomfortable (or personally feels inadequate) in his/her new position and/or work environment during the fourteen (14) calendar day Trial Period, he/she shall have the right to return to his/her previous position.

d. An employee who successfully completes the Trial Period shall be ineligible to make application for a vacant position for a period of six (6) months, unless waived by the employee's Elected Official and/or Department Head.

13. RATE OF PAY/PROMOTIONS. Employees promoted to a higher classification shall enter the wage progression of the higher classification at the level reflected by their current seniority.

14. RATE OF PAY/TRANSFERS. Employees transferred to a temporary vacant position shall be paid the rate of pay, based on their current seniority, for their current classification or the classification of the temporary vacant position, whichever is higher.

I. GRIEVANCE PROCEDURE

1. INTENT. It is the intent of the parties to this agreement that the procedure set forth herein shall serve as a means to peaceful settlement of disputes that may arise between the employees and the Employer as to the application, interpretation or compliance with the provision of this agreement pertaining to wages, hours and other conditions of employment. Both parties shall make an earnest effort to settle such differences, following all the steps of the grievance procedure.
2. DEFAULT SETTLEMENT OR GRIEVANCE. Any grievance not initiated, appealed or answered within the time limits outlined within the grievance procedure shall be considered settled on the basis of the grievance presented or answer last presented, and shall not be subject to further review.
3. WITHDRAWAL OF GRIEVANCE. Grievances may be withdrawn at any stage of the proceedings by written mutual consent of the parties.
4. EXTENSION OF TIME PERIODS. The parties may extend the time periods within the grievance procedure by mutual written agreement.
5. RETROACTIVE PAYMENT OF WAGES. A grievance is timely filed based upon an employee's point of knowledge or when the employee should have known about the violation.
6. POLICY GRIEVANCE. When a grievance involves more than one (1) individual, the Union shall have the right to present the grievance beginning at Step 2 with the Director of Human Resources and the respective Court Administrator if the grievance involves the court.
7. MEETINGS CONCERNING GRIEVANCES. The Union representatives shall meet at reasonable times with representatives of the Employer to discuss and adjust unsettled grievances or other matters which shall properly come up for discussion. Meetings shall be held at mutually agreed upon times. Union members and representatives shall attend such meetings with pay.
8. ATTENDANCE BY GRIEVANT(S) AT GRIEVANCE MEETING. The grievant(s) shall be allowed to attend, with no loss of time or pay, all steps of the grievance procedure.

STEP 1.

- a. Oral Presentation of Grievance to Immediate Supervisor. An employee having a grievance shall present it, with the steward, orally to his/her immediate supervisor within seven (7) calendar days from the knowledge of its occurrence. The supervisor shall give the employee a verbal answer within seven (7) calendar days (Saturday, Sunday, and holidays excluded) after the grievance has been submitted to

him/her.

b. Written Presentation of Grievance to Elected Official and/or Department Head. If the grievance is not settled orally, the steward and employee shall jointly reduce the grievance to writing, stating the grievance, the contract provision(s) allegedly violated and the remedy desired. They shall each sign the grievance and submit it to the employee's Elected Official and/or Department Head within seven (7) calendar days from the date of receipt of the Supervisor's response to the original oral grievance.

c. Written Response to Grievance by Elected Official and/or Department Head. The Elected Official and/or Department Head shall respond to the grievance in writing within seven (7) calendar days following the date of presentation of the written grievance.

STEP 2.

a. Written Presentation of Grievance to Human Resources Director/Court Administrator. If the grievance is not settled at Step 1, and the Union or the employee wishes to proceed further with the grievance, they may submit a signed, written appeal to the Human Resources Director within seven (7) calendar days from the date of receipt of the Elected Official and/or Department Head's written response. In the event the grievant is an employee of Probate, District or Circuit/Family court [excluding County Clerk employees], written presentation shall be to the Court Administrator. The Human Resources Director shall be a party to the Step 2. hearing.

b. Hearing and Written Response to Grievance by Human Resources Director/Court Administrator. The Human Resources Director shall respond to the grievance by conducting a hearing with the Chapter Chairperson and the grievant within seven (7) calendar days following the date of presentation of the written appeal. A written response shall be made by the Human Resources Director or in the event of Probate, District, or Circuit/Family Court employees [excluding County Clerk employees], the Court Administrator to the grievant and Chapter Chairperson within seven (7) calendar days from the date of the hearing.

STEP 3.

a. Written Presentation to Ad Hoc Labor Relations Committee. If the grievance is not settled at Step 2 and the Union wishes to proceed further with the grievance, the Chapter Chairperson shall submit a signed written appeal to the Human Resources Director within fourteen (14) calendar days from the date of receipt of the Step 2 written response. In the event the grievance involves a Court employee the written appeal shall be submitted to the Chief Judge with a copy to the Director of Human Resources.

The Human Resources Director shall convene the Ad Hoc Labor Relations Committee

consisting of: the County Administrator/Controller, Director of Human Resources, Elected Official and/or Department Head.

Where the grievant is an employee of Probate, District, or Circuit/Family Court [excluding County Clerk] the Chief Judge and/or his/her designee shall convene an Ad Hoc Labor Relations Committee with the Human Resources Director being a party to the committee.

b. Meeting to Discuss Pending Grievance. At least two (2) representatives of the Labor Relations Committee and two (2) representatives of the Union shall meet at a mutually agreeable time within fourteen (14) calendar days of the date of receipt by the Ad Hoc Labor Relations Committee of the written appeal.

c. Ad Hoc Labor Relations Committee Decision. In the event that a mutual decision cannot be reached, the Ad Hoc Labor Relations Committee shall respond in writing within fourteen (14) calendar days of the meeting.

STEP 4.

a. Submission to Arbitration. If the grievance is not settled at Step 3, and either party believes the matter should be carried to arbitration, the matter shall be referred to the American Arbitration Association.

b. Settlement of Matter Submitted to Arbitration. The Union and Employer shall have full authority to settle any matter subject to arbitration before, during or after the matter has been submitted, and the employee will be bound thereby.

c. Notice of Intent. Notice of Intent to submit to arbitration shall be given within twenty-one (21) calendar days from the end of Step 3, together with a request for an arbitrator from the American Arbitration Association.

The request for an arbitration may be forty-five (45) calendar days if the cost to the County remains the same.

d. Selection of Arbitrator. The arbitrator shall be selected under the rules of the American Arbitration Association.

e. Decision of Arbitrator. The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Employer, and the Union unless contrary to law, and may be enforced by a Circuit Court of competent jurisdiction.

f. Appeal of Arbitrator's Decision. There shall be no appeal from the arbitrator's decision unless contrary to law.

g. Arbitrator's Fees and Expenses. The fees and expenses of the arbitrator

shall be paid equally by the Union and the Employer. All other expenses shall be borne by the individual parties.

J. WORK RULES

1. WORK RULES. The Employer has the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County/Courts or the welfare and safety of employees and the public.
2. PRESENTATION TO UNION. The Union will be provided with work rules within sixty (60) days after both parties have ratified the contract. At least fourteen (14) calendar days prior to publication the Employer shall submit proposed work rules to the Union. In the event that the Union believes a work rule is in conflict with or modified the provisions of this Agreement, or is unjust or unreasonable or if they violated the terms of this contract, then, following the publication and establishment of such rules by the Employer, the Union may file a grievance with respect thereto commencing at Step 3 of the grievance procedure. If the Union does not grieve within fourteen (14) calendar days of the publication, the Union may not grieve with respect to the work rules unless the Employer enforces the rule through disciplinary action.
3. ENFORCEMENT OF WORK RULES. The Employer shall uniformly and consistently enforce work rules.
4. PUBLICATION OF WORK RULES. Work rules shall be published by being provided to each employee by the Employer.
5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the Employer.
6. SAFE AND HEALTHFUL WORKING CONDITIONS. The Employer agrees that it will take reasonable steps to assure safe and healthy working conditions and the Union agrees to assist the Employer in its efforts to have the employees comply with all safety, sanitary and fire regulations.

K. DISCIPLINE

1. PURPOSE OF DISCIPLINE. The purpose of disciplinary action is not to punish employees but to impress on each employee the seriousness of his/her actions and to correct the employee's behavior. Disciplinary action shall be scheduled within twenty-one (21) calendar days after knowledge by the Employer. In the event extenuating circumstances arise that delay disciplinary action, the Employer shall notify the Union.
2. COUNSELING. Counseling is a means by which supervisors direct and communicate with employees concerning job performance and behavior. If, during the

course of counseling, the supervisor believes that disciplinary action may be warranted, the supervisor shall cease counseling and proceed to a disciplinary hearing.

3. DISCIPLINARY HEARINGS.

a. Employees Entitled to Hearing. In all cases where disciplinary action is being contemplated, the “non-probationary” employee affected shall participate in a disciplinary hearing.

b. Notice of Hearing. The Department Head shall inform the employee that disciplinary action is being contemplated and shall notify the employee and the steward of the time and place of the disciplinary hearing.

c. Steward Present at Hearing. The respective Union steward shall attend the disciplinary hearing.

d. Conduct of Hearing.

1. Disciplinary hearings shall be conducted professionally and in private so that the actions of the Department Head/Supervisor do not embarrass the employee.

2. The employee must receive an explanation of the charges against him/her as well as the known facts surrounding the incident.

3. The employee shall attend and may give arguments or explanations concerning the charges made if he/she so desires.

e. Notice of Disciplinary Action. Within twenty-one (21) calendar days after the hearing, the employee and the Steward shall be notified of the disciplinary action taken (if any) in writing, and his/her right to appeal.

4. FACTORS TO BE CONSIDERED WHEN DETERMINING DISCIPLINARY ACTION.

a. Generally. There are some work rule violations which are so serious that they warrant the immediate discharge of an employee. Most offenses, however, do not require immediate discharge. Where there is no formula to use in deciding which disciplinary action to take, if immediate discharge is not warranted the following factors will be considered.

1. The nature of the offense.

2. The employee’s disciplinary and work records (the Employer shall not take into account any work rule violations incurred more than two (2) years

previously).

3. The employee's length of service.
4. The County/Courts past practice in similar or identical cases within the last two (2) years.
5. Circumstances surrounding the incident which are either mitigating or aggravating.

5. TYPES OF DISCIPLINARY ACTION.

a. Generally. Disciplinary action falls into the several categories following. The sequence of disciplinary action listed is a general guide and a step by step application is not required. An offense may be so serious or flagrant that suspension or discharge may be the only appropriate action.

b. Oral Warning. An informal means by which an Elected Official and/or Department Head calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. Counseling the employee is one of the most important concerns in an oral warning. A record of an oral warning is to be made by the Elected Official and/or Department Head and included in the employee's personnel file. A copy of the written record shall be provided to the employee, the Chapter Chairperson, and the Steward.

c. Written Warning. A formal means by which an Elected Official and/or Department Head, in a formal memorandum or letter, calls to the attention of the employee certain deficiencies in the employee's conduct or job performance. A written warning shall warn the employee that his/her performance or behavior must be corrected if more severe penalties are to be avoided and shall give direct and concrete instructions for the future. A copy of the written warning shall be presented to the employee, another copy included in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward. Upon written request, the grievant shall have the opportunity to discuss the oral or written discipline with his/her Elected Official and/or Department Head or designee with the steward in attendance.

d. Suspension. This action temporarily suspends an employee from employment with the County/Courts and from being paid by the County/Courts for a definite period of time. The Director of Human Resources shall review the proposed suspension of County employees for work rule violations or unsatisfactory job performance. In the event the proposed suspension involves a court employee, the respective chief judge shall review the proposed suspension and confer with Human Resources. Suspensions carry with them the following.

1. Loss of pay for a time period specified.
2. Employees may not utilize leave of any kind while suspended.

Before being suspended, the employee shall be given a written memorandum or letter specifying the reasons for the suspension and the exact date and time the employee is to report back to work. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

e. Discharge. This action permanently removes the employee from employment with the County/Courts. The Director of Human Resources and the respective Chief Judge in the event the employee is employed by the court, shall review all recommendations for discharge. Before being discharged, the employee shall be given a written memorandum or letter specifying the reason(s) for the discharge. A copy of this writing shall also be placed in the employee's personnel file, and another copy shall be provided to the Chapter Chairperson and the Steward.

f. Grievance Concerning Discipline. In the event of any grievance concerning disciplinary action, it shall be reduced to writing, executed by the Chapter Chairperson and submitted to the Director of Human Resources and the respective Chief Judge in the event the employee is employed by the court, at Step 3 of the grievance procedure within seven (7) calendar days from the date of such disciplinary action.

L. HOURS

1. FULL-TIME EMPLOYEES. All full-time employees shall be paid on a bi-weekly basis for the hours set forth below, except as the Employer may otherwise require in the event of Saturday, evening or other overtime work.
2. HOURLY EMPLOYEES. All part-time, temporary, casual or co-op employees shall be regarded as hourly and paid on an hourly basis for the number of hours worked each two week pay period.
3. HOURS. The hours of work for full-time employees shall be eight (8) hours per day as scheduled by the Department Head.
4. DEFINITION OF A DAY. Twenty-four (24) hour consecutive period beginning with the employee's starting time on each workday.
5. DAYS. The days of work for employees shall be five (5) consecutive days per calendar week as scheduled by the Department Head.

6. NORMAL WORKDAY. The normal work day shall consist of eight (8) core hours, (8:00 a.m. to 5:00 p.m.), with a one (1) hour lunch break as scheduled by the Department Head. Employees assigned to work outside of core hours shall be determined as follows:

- a. Employer shall provide thirty (30) day notice of change in core hours.
- b. Employer will solicit volunteers with the most senior qualified employee(s) in the classification and program to be assigned the modified shift.
- c. If no employee volunteers the least senior qualified employee(s) in the classification and program shall be assigned.
- d. The employee(s) assigned the modified shift shall be assigned for a minimum of three (3) months except that the shift may be modified with thirty (30) day notice with rotation to occur at the conclusion of three (3) months to include all qualified employees in the classification and program based on seniority.
- e. In the case of an unplanned circumstance, the Department Head may change an employee's normal workday by no more than one (1) hour, for no more than five (5) consecutive work days. The Department Head shall first solicit volunteers to work the modified shift. In the event no employee volunteers, employees shall be required to work the modified shift by seniority on a rotating schedule beginning with the least senior employee.

County General

Parks. Normal hours, 7:30 a.m. to 4:00 p.m. with thirty (30) minute unpaid lunch break.

Except: 1st Monday after Daylight Savings Time begins to 1st Monday after Daylight Savings Time ends 7:00 a.m. to 3:30 p.m.

2nd Monday in May (weather permitting) to Tuesday after Labor Day, Golf Course Crew 6:00 a.m. to 2:30 p.m.

7. NORMAL WORKWEEK. The normal workweek shall consist of five (5) consecutive workdays per seven (7) day period as scheduled by the Department Head. The core workweek consists of Monday to Friday. Employees assigned to work outside of core workweek (Saturday) shall be determined as follows:

- a. Employer shall provide thirty (30) calendar days notice of change in core workweek to full-time employees and a fourteen (14) calendar day notice of change in

core workweek to part-time employees.

b. Employer will solicit volunteers with the most senior qualified employee(s) in the classification and program to be assigned the modified shift.

c. If no employee volunteers the least senior qualified employee(s) in the classification and program shall be assigned.

d. The employee(s) assigned the modified workweek shall be assigned on a thirty (30) calendar day basis with rotation to occur at the conclusion of thirty (30) calendar days to include all qualified employees in the classification and program based on seniority.

8. THREE SHIFT OPERATIONS - YOUTH CENTER.

a. Normal Workday. The normal workday shall consist of eight (8) hours on one of three shifts. Shifts are as follows: 7:00 a.m. to 3:00 p.m., 2nd Shift - 3:00 p.m. - 11:00 p.m., and 3rd Shift - 11:00 p.m. to 7:00 a.m.

b. Normal Workweek. The normal workweek shall consist of five (5) consecutive workdays per seven (7) day period as scheduled by the Department Head. This section does not apply to part-time employees.

c. Lunch Break. Employees working on consecutive three (3) shift operations throughout an entire twenty-four (24) hour period shall be entitled to a paid thirty (30) minute lunch break during their eight hour shift. Employees shall eat free meals as prepared at the Youth Center during their eight (8) hour shift.

Health, County General and Courts:

d. Shift Premium Entitlement. Employees commencing work between 2:00 p.m. and 5:00 a.m. the following day shall be deemed to be second or third shift and shall be entitled to shift premium pay.

9. REST PERIOD. Employees may take one 15 minute rest period before the lunch period and one 15 minute rest period after the lunch period as scheduled by the Department Head.

10. TARDINESS. Employees late in reporting for work will be docked one-tenth of an hour for each six (6) minutes or portion thereof which they are late. Employees shall be entitled to a three (3) minute grace period concerning tardiness subject to work rules. Youth Center employees may be replaced if they have not arrived at work by fifteen (15) minutes after the start of their shift.

11. FLEX TIME. When an employee is requested, not required, to be at a County or

Court function or program that is outside of his/her work hours and not a part of the employee's regular work responsibilities, flex time will be allowed at the employee's option.

Flexitime will also be allowed when an employee requests to flex hours upon mutual agreement with the Department Head or designee.

Where flexitime utilization creates a work day in excess of eight (8) hours, the Employer is not obligated to Article M. - Overtime Provisions.

12. RECORD OF HOURS. Employees shall indicate the hours of work each day during the two week pay period on a form provided by the Employer. Employees shall sign and date the form and submit to their supervisor for approval, except where hours are recorded on a time clock.

M. OVERTIME

1. OVERTIME. In emergencies or where the press of duties requires, the Department Head may prescribe reasonable periods of overtime work for employees to meet operational needs.

a. Employees excluded from the bargaining unit shall not be used to perform work normally assigned to the bargaining unit employees to prevent the payment of overtime.

b. Supervisors or working foremen shall not be used to perform work normally assigned to bargaining unit employees to prevent the payment of overtime.

c. When overtime is offered to bargaining unit members in the Parks and they decline, temporary employees may work overtime.

2. OVERTIME DEFINITION. Hours worked in excess of eight (8) hours in any one day, or in excess of forty (40) hours per week. Day means the twenty-four (24) hour period beginning with the employee's starting time each workday. Week means a fixed and regularly recurring period of 168 hours - seven consecutive twenty-four (24) hour periods. Overtime in excess of forty (40) hours per week will not be paid when overtime occurs at the start of a regularly scheduled shift rotation period.

3. OVERTIME AUTHORIZATION. Overtime shall be assigned based on seniority and classification within the department unless the assignment is for unscheduled overtime of one (1) hour or less. The Department Head shall attempt to equalize overtime. In the event that overtime is declined, employees shall be required to perform the work by seniority on a rotating schedule beginning with the least senior employee.

County General:

Parks Department overtime will be assigned based upon seniority within the sub-department starting with the most senior qualified in sub-department to least senior in sub-department, then most senior in Park's general to least senior, then seasonal. Weekend overtime will be posted in all sub-departments.

Courts:

Youth Center. Overtime in the Youth Specialist and Cook classifications shall be offered on a rotating basis to the full-time employees in the classification.

An employee who accepts four (4) or more hours of overtime will be placed on the bottom of the rotation list.

4. OVERTIME COMPENSATION. Employees shall be compensated for overtime payment at wages of time and one-half, (1 1/2) of the employees' regular rate of pay for the period of overtime worked. Employees shall normally be entitled to compensation of payment of wages unless notified in advance that compensatory time may be allowed by mutual agreement of the department head and employee. Compensatory time to be used within a month period. The record of compensatory time is to be kept by the respective department.

5. LEAVE TIME AFFECTING OVERTIME. No leave time shall be counted as hours worked in determining daily overtime, but paid leave time shall count as hours worked in determining pay period overtime.

6. OVERTIME/PROBATIONARY EMPLOYEES. Probationary employees shall not work overtime when seniority employees are available.

7. NOTIFICATION OF UNION. The Union shall be notified at the end of each calendar quarter of overtime hours worked by department.

8. SEVENTH CONSECUTIVE DAY. Time and one-half (1 1/2) shall be paid for the seventh consecutive day of work. This is not applicable to scheduled shift rotations.

N. WAGES

1. 2010 0% increase
2011 0 % increase

Steps to remain. Me-too clause to be honored for wages only with any other union (except those eligible for 312 Arbitration) if they negotiate a wage increase.

2. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a

lump sum on the first payday in December of 2010 and 2011 as follows.

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
5 to 9 years of service	2%
10 to 14 years of service	3%
15 or more years of service	4%

For the purposes of this section, annual pay means actual hours paid from November 1 through October 31

The longevity payment shall be determined by the length of service occurring between November 1 and October 31 of each year. In order to be eligible for any longevity payment, the employee must be on the payroll on October 31. Employees who retire during the current year and are not on the payroll on October 31 will be paid a prorated longevity payment based upon hours paid during the current calendar year.

Employees hired after January 1, 1999 shall not be eligible for longevity.

3. SHIFT PREMIUM. The shift premium for bargaining unit personnel working on the second and third shifts shall be \$.50 per hour.

4. EARLY REPORTING. Hourly rated employees called in ahead of their regular shift or called in following the end of their regular shift shall be entitled to either two (2) hours reporting or one and one-half times his/her regular rate for the time actually worked, whichever is more. The Youth Specialist classification shall only be paid for the number of hours they were called in ahead of their regular shift.

5. EARLY REPORTING AND CALL-IN. Hourly rated employees reporting for duty at the Employer's request for work which is outside of and not contiguous with the employee's regular work period shall be guaranteed at least four (4) hours pay at his/her hourly rate of pay or one and one-half times his/her regular rate for the time actually worked, whichever is more, except a Youth Center employee reporting for in-service training shall only be paid for the actual time spent at such training

Animal Control Officers called in prior to their regular shift or called back following their regular shift shall be entitled to receive a minimum of two (2) hours pay regardless of the hours worked, but shall be required to perform two (2) hours of duties if such work is available.

6. WAGE RATE/FILL-INS. In the event that an employee's normal job duties require that employee to fill-in for another employee during lunch breaks and/or rest periods, the employee filling in shall be paid at his/her current rate of pay.

7. WAGE RATE/NEW CLASSIFICATIONS. In the event that new classifications are created, or the work involved in a present classification is substantially modified, the rate assigned to such a classification shall be negotiated with the Union.

a. Union Notification. The Employer shall notify the Union in writing whenever new classifications are created or the work involved in a present classification is substantially modified and propose a pay rate for the classification.

b. Union Response. If the Union does not respond to the Notice of New Classification and Rate within a period of fourteen (14) calendar days, the classification and rate shall become effective. If the Union rejects the rate, the matter shall be negotiated with the Employer.

c. Submission to Grievance Procedure. If the Union and Employer cannot agree on the pay rate through negotiations, the matter may be submitted to Step 3 of the grievance procedure. In the event the matter is not submitted to arbitration, the classification and rate shall be established by the Employer.

8. PAGER. Employees requested by the Employer to carry a pager after scheduled shifts and/or on weekends will be paid one hour at time and one-half per day.

9. PAYDAY. The regular payday for all employees shall be every other Friday. Employees working on second or third shifts shall receive their paychecks at the end of their shift on Thursday for second shift, or Friday, if they are regularly scheduled for such shifts and are working the same. All employees will be required to utilize direct deposit for payment of all wages.

10. WAGE SHORTAGE. If there is a shortage in gross pay of more than twenty-five (25) dollars, it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay of twenty-five (25) dollars or less, it shall be corrected in the next paycheck.

11. WAGE OVERPAYMENTS. If there is an overpayment of gross wages it shall be corrected in the next paycheck.

O. INSURANCE

1. CAFETERIA PLAN. Cafeteria Plan benefits, as reflected on Attachment A, are available to full-time employees who have attained seniority status.

2. HEALTH AND PRESCRIPTION COVERAGE. The Employer may change carriers after consulting with the Union.

Health and prescription provisions will be as follows:

Effective 1/1/10 through 12/31/11:

Pre-2000 Hires: Employees will have a premium share of 7.0% per month based on the illustrated rates.

Post-2000 Hires: Employees will have a premium share of 10% per month based on the illustrated rates.

Health and prescription options as outlined in the Individualized Benefit Plan (IBP) (see Attachment A). IBP dollars remain at \$5440 with the ability to purchase Community Blue PPO1, \$10/20/40 prescription option, and basic dental and vision options.

Health and prescription coverage will continue for one (1) year from date of injury/illness for employees off of work due to short term disability, long term disability, workers' compensation or unpaid time. An employee wishing to continue their coverage after the one year period may do so by making premium payments on a monthly basis through the Human Resources Department pursuant to COBRA legislation. Medical bills incurred as a result of a work related injury will continue to be paid under workers' compensation.

3. RETIREE HEALTH. Effective 1/1/2000 health and prescription coverage provided by the Employer will continue for employees retiring from County/Courts service with fifteen (15) or more years of service with Jackson County/Courts, excluding service credit attributable to another municipal Employer. Employees may purchase coverage for their eligible dependents based upon illustrative rates as determined by the Third Party Administrator on a year to year basis. Coverage for employees retiring with less than fifteen (15) years of Jackson County/Courts Service will be funded by the County as follows:

Fourteen (14) years	95%
Thirteen (13) years	90%
Twelve (12) years	85%
Eleven (11) years	80%
Ten (10) years	75%

Employees must have fifteen (15) or more years of service attributable to Jackson County/Courts to receive Employer funded spousal coverage.

Employees with less than fifteen (15) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits.

Employees who are full-time at the time of ratification and who have eight (8) or more years of service as of 12/31/99 will be grandfathered under 1/95 - 12/97 contract provisions.

Employees hired on or after 1/1/2010 must attain the following continuous service credit to be eligible for health insurance coverage in retirement. It will be funded by the County as follows:

Twenty-five (25) years	95%
Twenty-four (24) years	90%
Twenty-three (23) years	85%
Twenty-two (22) years	80%
Twenty-one (21) years	75%

Employees with less than twenty-six (26) years of service must be eligible to immediately begin drawing pension benefits upon termination of employment to be eligible for health insurance benefits. Employees with twenty-six (26) years of service who leave County employment prior to meeting the age requirement but having met the service requirements may defer and, upon meeting the age requirement, will be eligible for health insurance benefits.

Retiree spousal coverage for health insurance will not be available for employees hired after 1/1/07.

Upon retirement all employees hired before 12/31/00 will have their premium co-pay capped at 3.0% of the illustrated rates paid monthly during retirement.

For all employees hired on or after 1/1/2010, retiree health insurance benefits (medical and prescription) will be the same as for active employees.

4. LIFE INSURANCE/RETIREEES. The Employer agrees to pay the full premium for \$15,000 of group term life insurance for full-time employees who retire from Jackson County/Courts.

5. PART-TIME EMPLOYEES. Part-time employees may choose options as provided in the Cafeteria Plan for part-time employees at their own expense.

6. CASH-IN-LIEU OF INSURANCE.

ELIGIBILITY FOR CASH-IN-LIEU OF INSURANCE. Employees hired prior to 1/1/07 and retirees who retired prior to 1/1/07 may currently elect to opt out of the County's health insurance coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source (including County health insurance

coverage), excluding Medicare.

However, employees hired on or after 1/1/07 and retirees who retire on or after 1/1/07 may only opt out of such coverage and receive a cash payment in lieu of health insurance coverage if they are eligible for the County's health insurance coverage and have health insurance coverage through a secondary source, excluding Medicare and excluding County health insurance coverage offered to an employee or retiree spouse.

In order to waive coverage and receive the cash payment, the employee or retiree must meet the following criteria:

- Must certify and provide proof of health insurance coverage through a secondary source as explained above; and
- Must complete the Health Insurance Waiver form.

TERMINATION OF WAIVER. Should insurance coverage through the secondary source described above be terminated for any reason, the employee or retiree is entitled to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program provided notification is made to the County's Human Resources Department within thirty (30) days after coverage was lost. Otherwise, employees and retirees may elect to terminate the waiver agreement, cease the cash payment and re-enroll in the County's health insurance program only during an open enrollment period.

P. PENSION

1. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees shall be members of the Jackson County Employee's Retirement System.

2. RETIREMENT BENEFITS AND WINDOW PERIODS. Employees hired prior to January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of eight (8) or more years of service.

Employees hired on or after January 1, 2007 are eligible to begin drawing benefits at age 60 after completion of 10 or more years of service. In addition, employees hired on or after January 1, 2007 will be eligible to begin drawing benefits at age 55 after completion of 25 years of service or at any age after completion of 30 or more years of service, during window periods still to be determined.

Window Periods

2010, 2011: For pre-2007 hires, at age 55 with ten (10) years of service during May/June, November/December. The last day worked must be within the window

period.

2010, 2011: For pre-2007 hires, at any age with twenty-five (25) years of service during May/June or November/December. The last day worked must be within the window period.

3. MULTIPLIER ELECTION. Allow all current and future employees covered by this agreement to make a one time only, irrevocable election of a pension multiplier at 2%, 2.25% or 2.5% with the increased cost to be borne by the employees. Elections and cost identical to those offered to non-bargained for employees.

Employees may take normal retirement at age sixty (60) with eight (8) years of credited service.

4. FINAL AVERAGE COMPENSATION. Final average compensation at retirement is based on the highest three (3) consecutive years out of the last ten (10) years with the Employer paying that increased cost.

5. DEFERRED RETIREMENT OPTION PLAN (DROP). Employees eligible for retirement based on age and/or years of service may elect to participate in the DROP per Retirement System By-Laws.

Employees enrolling in the DROP on or after 1/1/2010 will earn a minimum of 4.0% interest on their DROP deposits up to a maximum equal to the actual annual rate of return of the pension system minus 1.0%. Rate of return based on the asset summary from the annual actuarial valuation specifically the nominal rate of return on smooth market value as reported in the most recent received and approved actuarial report.

6. PURCHASE OF UNIVERSAL CREDITED SERVICE. Employees will be provided the opportunity to purchase up to a maximum of four (4) years of Universal Credited Service at no cost to the County. The cost is determined by the employee's multiplier election: 2.0% = 11.0%; 2.25% = 12.4%; 2.5% = 13.8%. Purchase calculated on the employee's annual base salary at the time payments commence. Payment may be made as a lump sum cash payment, transfer from another qualified plan, or by pre-tax payroll deduction for a period not to exceed three (3) years with service credited upon receipt of payment in full. If an employee in the process of purchasing service credit terminates for any reason the employee is entitled to a refund of those contributions.

7. REPORT. A financial report pertaining to the retirement system will be presented to each employee each year which shall include the annual contribution rate of the Employer and employee.

8. DEFINED CONTRIBUTION PLAN. Employees hired on or after 1/1/08 will

participate in the Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

Q. LEAVE OF ABSENCE

1. EMPLOYEES ENTITLED TO LEAVE OF ABSENCE. To be entitled to a leave of absence, employees must have seniority status.

2. LEAVES OF ABSENCE WITH PAY. A Department Head may authorize time off with pay for employees in order to permit them to attend school, or in any other approved manner, devote themselves to systematic improvement of the knowledge and skills required in the performance of their work. Leaves of absence with pay, in excess of three (3) days, must have the prior approval of the Department Head and the Administrator/Controller or the respective Chief Judge and Human Resources Director if the employee is an employee of the courts.

When an employee's absence from work is due to a work related illness or injury and is determined to be compensable under the Michigan Worker's Compensation Act, the employee shall be paid by the County at the applicable Worker's Compensation rate, during the initial qualification period for Worker's Compensation [i.e., first seven (7) days].

3. LEAVES OF ABSENCE WITHOUT PAY.

a. Authorization. A Department Head may authorize a leave of absence without pay for a period not to exceed fourteen (14) calendar days upon receipt of a written request from an employee stating the reason for such leave. If such leave exceeds such period, it shall require the approval of the Administrator/Controller or the respective Chief Judge and Human Resources Director if the employee is an employee of the courts. An unpaid leave shall be granted only when an employee has exhausted paid time off including banked sick leave. Employees on official Union business may take time off without pay and will not be required to utilize paid time off.

b. Duration. A leave of absence without pay shall not exceed one (1) year, but may be extended by the Employer.

c. Seniority. Seniority shall continue to accrue during a leave of absence without pay except that only the first six (6) months of such leave shall count towards eligibility for wage progressions.

d. Health and Life Insurance. Employees with at least one (1) year seniority, on a leave of absence for illness without pay, shall have their health insurance paid by the Employer for three (3) months and life insurance for three (3) months. After the expiration of the above periods, the employees may continue health and life insurance coverage by making payments therefore. Employees on a leave of absence without

pay for reasons other than illness may continue group health and life insurance benefits by making payments therefore.

e. Accrual of Benefits. No paid time off or holiday pay shall accrue while on leave of absence without pay.

4. RETURN TO FORMER POSITION. An employee returning from a leave of absence of sixty (60) working days or less shall be returned to the position and classification held prior to leaving. If the leave exceeds sixty (60) working days, the employee shall be entitled to return to work where available if less senior employees in the classification within the unit are working.

5. NOTICE OF RETURN TO WORK. Employees returning to work from indefinite leaves of absence shall give their supervisor at least seven (7) calendar days notice prior to returning to work.

6. GAINFUL EMPLOYMENT. No employee shall be granted a leave of absence for the purpose of engaging in gainful self-employment or as an employee of another company or corporation.

R. BANKED SICK LEAVE

From September 1, 1995 forward employees shall not earn or accrue sick leave. For those employees with banked sick leave the following shall apply.

1. AUTHORIZATION. Any utilization of banked sick leave by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing banked sick leave.

2. UTILIZATION. Banked sick leave may be used by an employee for any of the following reasons.

a. In the event of illness, injury, temporary disability or exposure to contagious disease endangering others.

b. For illness, injury or temporary disability in the immediate family which necessitates absence from work.

c. While drawing Worker's Compensation, short- or long-term disability an employee may elect to draw upon banked sick leave in an amount which, when added to his/her workers' compensation or short- or long-term disability payment, will not exceed his/her regular take-home pay at the time of injury.

d. Extension of bereavement leave.

- e. For appointments with a doctor, dentist or other recognized practitioner.
- f. Absence due to funerals for persons not covered in the Bereavement Leave provision.
- g. Including disability due to pregnancy or childbirth.

3. NOTIFICATION OF EMPLOYER. An employee on banked sick leave shall inform his/her supervisor of the need to use banked sick as soon as possible. When applicable, the employee will be required to obtain, complete and return required documentation to the Human Resources Department for approval of the leave. Failure to do so within a reasonable time may be cause for denial of sick leave with pay for the period of absence.

Court:

Youth Center employees are required to provide four (4) hour notice prior to the commencement of their shift.

4. SICK LEAVE IN EXCESS OF THREE DAYS. The Employer may require a written statement by a physician certifying the employee's condition prevented him/her from performing the duties of their position prior to granting banked sick leave in excess of three (3) consecutive working days for reasons of illness or injury.

5. ABSENCE FOR FRACTION OF A DAY. Employees absent on sick leave for a fraction or part of a day shall be charged for sick leave at integrals of not less than one (1) hour.

6. SICK LEAVE/PART-TIME EMPLOYEES. Part-time employees will be entitled to utilize prorated sick leave based upon the full-time equivalent hours approved for the position, e.g., a $\frac{3}{4}$ time (75%) position would be credited with six (6) hours of sick leave.

7. PAYMENT UPON SEPARATION FROM SERVICE. Upon separation from service, the employee shall receive payment for one-half (1/2) of accumulated unused sick leave not to exceed one-half (1/2) of 960 hours at the employee's December 31, 2006 rate of pay at the time of separation.

8. CASH OUT OF BANKED SICK TIME. Employees with banked sick time have the option to cash out their balance at any time. If they choose the option, the employee shall receive payment for one-half (1/2) of accumulated unused sick leave not to exceed one-half (1/2) of 960 hours at their December 31, 2003 rate of pay.

S. BEREAVEMENT LEAVE

1. EMPLOYEES ENTITLED TO PAID BEREAVEMENT LEAVE. To be entitled to paid bereavement leave, employees must have seniority status.

2. NOTIFICATION OF EMPLOYER. An employee on bereavement leave shall inform his/her supervisor of the fact and reason therefore as soon as possible. Failure to do so within a reasonable time may be cause for denial of bereavement leave with pay for the period of absence.

3. UTILIZATION.

a. Death in Immediate Family. In the event of a death in the immediate family (as defined in B. Definitions, Section 4. Immediate Family) of an employee, the employee shall be granted up to three (3) workdays bereavement leave. The leave shall not exceed more than two (2) work days beyond the day of the bereavement service.

b. Death of Brother-in-Law or Sister-in-Law. In the event of the death of an employee's brother-in-law or sister-in-law the employee shall be granted one (1) day bereavement leave on the workday on which the bereavement service is held.

c. Death of Other Persons. In the event of the death of a person not in the employee's immediate family, and not the employee's brother-in-law or sister-in-law, the employee may utilize up to one (1) paid time off or banked sick day to attend the bereavement service.

4. EXTENSION OF BEREAVEMENT LEAVE. In the event of a death in the immediate family, the employee may utilize paid time off or banked sick leave to extend the bereavement leave period upon notification of and authorization by the Employer.

5. BEREAVEMENT LEAVE/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated bereavement leave based upon the full-time equivalent hours approved for the position, e.g., a ¾ time (75%) position would be credited with six (6) hours of bereavement leave pay.

T. PAID TIME OFF

1. Employees Entitled to Paid Time Off. To be entitled to paid time off, employees must have seniority status.

2. PAID TIME OFF. Employees hired prior to 1/1/07 shall earn and be credited annually with paid time off on their anniversary date based on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5.5	0
1 to 6 years of service	22.5	10

7 to 11 years of service	27.5	15
12 to 15 years of service	32.5	20
16 or more years of service	37.5	25

Employees hired on or after 1/1/07 shall earn and be credited annually with paid time off on their anniversary date based on the following schedule:

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
After probation to 1 year of service	5	0
1 to 6 years of service	15	5
7 to 11 years of service	20	10
12 to 15 years of service	25	15
16 or more years of service	30	20

At the time of termination a maximum of eighty (80) available PTO hours may be utilized to satisfy the notification period.

There will be no accrual of paid time off while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), or unpaid time.

Paid time off shall continue to accrue for the first six months only when an employee is absent from work and receiving worker's compensation.

3. ACCUMULATION OF PAID TIME OFF. Paid time off must be utilized within one (1) year after the employee's anniversary date, except that a maximum number of days may be carried over to the next year on any anniversary date as reflected in Section 2. Paid time off granted for Saturday holidays may be carried over to the next year and are in addition to the leave days which may be carried over per Section 2. above.

Bank 4 days in 1999 and 5 days in 2000 to be used as follows:

- a. To supplement injury or illness that meets the short-term disability eligibility requirements; adoption or illness of a spouse or child which medically/legally necessitates a minimum of two (2) weeks off.
- b. To be utilized only in the event PTO and banked sick leave have been exhausted;
- c. Banked time may be utilized to meet the eight (8) day eligibility requirement or to supplement the differential between short-term disability and an employees regular take home pay at the time of injury or illness;
- d. Accumulation capped at nine (9) days;

e. No payoff on termination.

4. REQUEST FOR PAID TIME OFF IN EXCESS OF EIGHT HOURS. Employees shall request the scheduling of paid time off in excess of eight hours as soon as possible during a calendar year, and the Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director.

Court

If time off is not granted, the employee may appeal to the Chief Judge.

5. REQUEST FOR EIGHT HOURS OR LESS. Paid time off may be used in integrals of not less than one-half (1/2) hour and in half-hour (1/2) integrals thereafter. An employee shall request paid time off twenty-four (24) hours prior to utilizing paid time off. The Department Head shall attempt to accommodate the request with regard being given to operating requirements and seniority. If time off is not granted, the employee may appeal to the County Administrator and Human Resources Director or, in the event of a Court employee, to the Chief Judge. One hour integrals do not apply to Youth Center employees where paid time off may be used in four (4) hour integrals at the discretion of the Department Head.

6. REQUEST FOR EIGHT HOURS OR LESS FOR PERSONAL OR FAMILY ILLNESS. Any utilization by an employee must have the approval of his/her supervisor. An employee may be required to establish the reason therefore on any occasion when utilizing sick leave whether charged against paid time off or banked sick leave. Youth Center employees are required to provide four (4) hour notice prior to the commencement of their shift.

Parks Department employees must notify their supervisor within fifteen (15) minutes past start of shift or paid time off payment may be denied.

7. RATE OF PAY. Employees will be paid for paid time off at their current rate of pay at the time they take paid time off.

8. PAID TIME OFF/PART-TIME EMPLOYEES. Part-time employees shall be entitled to prorated paid time off based upon the full-time equivalent hours approved for the position, e.g., a ¾ time (75%) position would be credited with six (6) hours of paid time off.

9. PAID TIME OFF ON A HOLIDAY. Paid time off shall not be utilized on Holidays.

10. REQUEST FOR PAYMENT IN LIEU OF PAID TIME OFF. Employees may

request in writing to their Department Head, payment in lieu of taking paid time off. The County Administrator/Controller may grant the request or direct the employee to take paid time off.

If the employee fails to take paid time off when so directed, he/she shall forfeit the paid time off.

11. NO ADVANCE CREDIT. Paid time off leave shall not be allowed in advance of being earned and credited. If an employee has insufficient paid time off to cover a period of absence, a payroll deduction for lost time shall be made.

12. PAYMENT UPON SEPARATION. Upon separation of employment with the Employer, the employee shall be paid for seventy-five percent (75%) of paid time off days earned and credited, at the employee's current rate of pay.

There will be no payoff of paid time off to any employee separating with less than one year of service with the County.

13. SHORT-TERM DISABILITY EXEMPTION. In the event an employee is placed on short-term disability, the employee has the option of exempting forty (40) hours of paid time off from supplementing their disability benefit.

U. JURY DUTY AND COURT LEAVE

1. JURY DUTY.

a. Notification of Department Head. An employee receiving a jury duty summons shall notify his/her Department Head as soon as possible.

b. Time-Off With Pay. An employee serving on jury duty shall receive time off with pay provided the employee reimburses the Employer the jury pay received less mileage. An employee shall return to work daily when released from jury duty.

c. Time-Off With Pay/Three Shift Operations. An employee serving on jury duty within the eight (8) hour period immediately before the beginning of his/her shift, upon request, may have time off work equal to the time spent in court during the eight (8) hour period.

An employee required to report for jury duty following the completion of a shift which ends after midnight, will not be required to report to work preceding reporting to jury duty.

Such employees shall receive time off with pay provided the employee reimburses the Employer the jury pay, less mileage.

d. Use of Leave. An employee may utilize accumulated paid time off during

the period he/she serves on jury duty and retain the jury pay received.

2. WITNESS IN COURT. An employee requested or subpoenaed to appear in court as a witness shall be covered by the same provisions that apply to jury duty. Employees subpoenaed to appear in court as a witness as a direct result of work performed for a second Employer shall not receive time off with pay from Jackson County.

3. OTHER COURT APPEARANCES. An employee appearing in court as plaintiff or defendant, or if the employee serves to profit from civil litigation, shall cover his/her absence with accumulated paid time off or time off without pay.

V. MILITARY LEAVE

1. REGULAR MILITARY LEAVE. Any employee with seniority status who enters the military service in the armed forces of the United States of America shall be entitled to military leave of absence without pay for the period of time required to fulfill their military obligations.

2. TEMPORARY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America shall be entitled to a temporary military leave of absence, when ordered to attend active duty training, and shall be entitled to pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from scheduled County/Court employment, provided proof of military service and pay is submitted. Such leave shall not exceed two (2) weeks of absence from scheduled employment in any calendar year.

a. Duty in Excess of Two Weeks. If active duty training exceeds two (2) weeks in any calendar year, the employee shall be entitled to military leave of absence without pay.

b. Holiday Occurring During Temporary Military Leave. An employee shall be entitled to holiday pay for a paid holiday which occurs or is observed during a temporary military leave. Military pay earned on a holiday shall not be considered in determining the employee's salary for the holiday.

3. EMERGENCY MILITARY LEAVE. Any employee with seniority status who is a member of a reserve component of the armed forces of the United States of America and is ordered to perform state emergency duty, by compulsory call of the Governor or the President shall be entitled to an emergency military leave of absence. Such leave shall be with pay equivalent to the difference between the employee's regular salary and military pay for each day of absence from County/Court employment, provided proof of military service pay is submitted. Such leave shall not exceed two (2) weeks of

absence from scheduled employment.

W. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. To be entitled to holiday pay, employees must have seniority status and must have been regularly working prior to and following the holiday, or have been laid-off during the week in which the holiday occurs.

2. PAID HOLIDAYS. All employees shall be entitled to a paid holiday, based on their current rate of pay and regular work day, on the following days.

New Years Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

3. HOLIDAY OCCURRING ON PAYDAY. If a paid holiday occurs on pay day, employees shall receive their paycheck prior to the holiday.

4. HOLIDAY OCCURRING ON SATURDAY, SUNDAY OR REGULARLY SCHEDULED WORKDAY.

a. Employees Regularly Scheduled Monday Through Friday.

1. When a paid holiday occurs on Saturday, the preceding Friday will be recognized as the holiday.

2. When a holiday occurs on Sunday, the holiday will be observed on the following Monday.

3. When such an employee is required to work on a paid holiday, the employee shall receive holiday pay plus time and one-half (1 1/2) for the hours actually worked on the holiday.

b. Employees Regularly Scheduled to Work on Holidays by Reasons of a Seven or Fourteen Day Schedule.

1. When such an employee works on a paid holiday, the employee shall receive holiday pay plus time and one-half (1 1/2) for the hours actually worked on the holiday. For example, if an employee works eight (8) hours, the employee shall

receive eight (8) hours of holiday pay plus twelve (12) hours pay.

2. Paid holidays occurring on an employee's regular day off shall be compensated at eight (8) hours pay.

5. FAILURE TO REPORT FOR HOLIDAY WORK ASSIGNMENTS. Employees who have accepted holiday work assignments and fail to report for work without just cause shall not receive pay for the holiday.

6. HOLIDAY OCCURRING WHILE ON PAID LEAVE. Employees on paid time off leave when a paid holiday occurs shall receive holiday pay and shall not be charged paid time off. Employees on paid leave for purposes other than paid time off (i.e., short term disability, banked sick leave, long term disability) will not receive holiday pay.

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees shall be entitled to pro-rated holiday pay based upon the full-time equivalent hours approved for the position, e.g., a $\frac{3}{4}$ time (75%) position would be credited with six (6) hours of holiday pay.

8. ADDITIONAL PAID HOLIDAYS. In the event that the Employer proclaims a day or part of a day as a holiday, all employees shall be entitled to equivalent benefits as set forth above.

X. GENERAL PROVISIONS

1. BULLETIN BOARD.

a. Portions of a bulletin board in each building where employees report to work shall be made available to the Union for its notices.

b. Notices shall be restricted to the following types.

1. Notices of Union social or recreational events.
2. Notices of Union elections and results.
3. Notices of Union meetings.
4. Notices of Union educational classes, conferences or conventions.

c. The name and number of the Local shall be put on the board by the Employer.

2. LOUNGE. The Employer shall provide an employee lounge and eating area.

3. PARKING. The Employer agrees to provide free parking for employees when available.

4. UNIFORMS.

County General:

The Employer shall provide uniforms for bargaining unit employees assigned to the Airport and coveralls for the Park's Mechanic. The Employer shall provide identification badges for employees of the Parks Department and coveralls shall be made available for employees of the Parks Department when painting.

The County will provide coveralls for maintenance employees when they are painting or going into manholes. Also, some form of identification for Maintenance and Equalization Department employees - ID cards with pictures. Replacement cost borne by employee if card is lost.

The County will evaluate based upon OSHA requirements/safety needs; where determined that employees should have steel toed boots or other specialized footwear the employer will purchase appropriate footwear and employees will be required to wear such footwear at work. Footwear reimbursement will be capped at a maximum of \$125.00.

5. CLOTHING. (Court Employees Only) Employee's personal clothing damaged during the performance of their regular job, excluding normal wear and tear, shall be replaced by the Employer in an amount of up to \$100 per year.

6. PHYSICAL EXAMS. The Employer shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of sick leave or paid time off for illness in excess of three (3) days which shall be the employee's responsibility.

Whenever TB tests require a chest x-ray, the Employer shall pay for such test and also allow the employee to take time off with pay to have these tests performed.

7. MILEAGE.

a. Mileage Rate. The Employer shall pay employees, required to use their personal vehicles for County/Court business, the rate established by the Board of Commissioners. Requests for mileage reimbursement will be submitted in writing by the employee.

b. Mileage Calculations. For workday trips, mileage shall be computed on the basis of home to call or office to call, whichever is lesser. For weekend trips mileage shall be computed on the basis of home to call.

c. Mileage Payment. Mileage payment shall be made by check issued on or before the 15th of each month following submission of the request and conditioned upon approval by the Department Head.

d. Employer Provided Vehicles. When available, employees shall use a County vehicle.

8. CREATION OR MODIFICATION OF POSITIONS. In the event new positions are created or current positions are substantially modified, the Employer shall notify the Union in writing and the rate of pay shall be negotiated between the Employer and the Union. If agreement cannot be reached then the matter shall proceed to arbitration under the provisions of Step 4.

9. SUBCONTRACTING. The Employer shall not subcontract work normally performed by the Union while employees are laid off or working reduced hours. The Employer may subcontract work for which it does not have adequate equipment or facilities. The Employer shall notify the Union fourteen (14) calendar days before subcontracting work normally performed by the Union.

10. WORK RESTRICTIONS SUPERVISORS. Supervisors may not perform work normally performed by bargaining unit employees unless such work is performed as a regular part of the position. The work restrictions will not apply during periods of instruction, demonstration, testing or emergencies when regular employees are unavailable to contact or are voluntarily absent.

11. EXTENT OF AGREEMENT. This agreement contains all of the agreements and understandings of the parties as it relates to wages, hours and working conditions. The Employer and Union voluntarily and unequivocally waive the right and agree that neither shall be obligated to bargain with respect to any subject matter not referred to or covered in this agreement.

12. CLASSIFICATION DESCRIPTIONS. The Employer shall provide the Chapter Chairperson and employees with a classification description of their jobs.

13. SEMINARS AND/OR SCHOOLING PERTAINING TO WORK. Employees required to attend seminars and/or schooling pertaining to work shall be provided with a vehicle, if possible, and expenses.

14. EDUCATION/CAREER DEVELOPMENT PROGRAM POLICY. Tuition costs may be reimbursed to employees for classes and/or training that will enhance knowledge or skills for their position and, in some instances, assist in meeting qualifications for other County government positions.

Each request for receiving reimbursement must be documented on a standardized form with reimbursement to be authorized as follows.

Employees are to obtain prior approval of their Department Head and the Human Resources Director.

All reimbursements are subject to availability of budget dollars, completion of the class and/or training with a grade of "B" or better. Fifty percent (50%) of the cost of tuition may be reimbursed if the employee receives a "C". A grade less than a "C" will not be eligible for reimbursement.

Nothing in this policy commits reimbursement beyond approved classes and/or training. All requests will be evaluated on a case by case basis. Both parties agree this tuition reimbursement provision is at the sole discretion of the Employer and is not subject to the grievance procedure.

AFSCME employees wishing to participate in the Education/Career Development Program shall make application during the annual budget process.

15. PAST PRACTICE. All past practices which do not conform to provisions of this agreement are hereby abolished.
16. COST OF PRINTING CONTRACT. The cost of printing this contract shall be equally paid by the Employer and the Union.
17. MANAGERIAL BREAKDOWN. The Union will be provided with a departmental managerial breakdown of Department Heads and Supervisors.
18. INVALID SENTENCE, CLAUSE, PROVISION. In the event any sentence, clause or provision of this agreement shall be held for any reason to be inoperative, void, or invalid the remaining portions of this Agreement shall not be affected thereby.
19. HEADINGS. The headings used in this Agreement and exhibits attached hereto neither add nor subtract from the meaning thereof, but are for reference purposes only.
20. AMENDMENTS REQUIRED BY LAW OR REGULATIONS. In the event the parties cannot agree on modifications or amendments required by law or regulations, the matter may be submitted to arbitration at Step 4 of the grievance procedure.
21. AMERICANS WITH DISABILITIES ACT. The parties recognize and follow the provisions of the Americans with Disabilities Act and the relevant Michigan Law. The parties agree to modify this contract to accommodate an employee with a disability on a case by case basis. Any modifications must be by mutual agreement of the parties and shall effect only one employee.
22. FAMILY AND MEDICAL LEAVE ACT. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act. All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided in this Agreement.

A. Leave Entitlement. Jackson County/Court employees who have been employed for a minimum of twelve (12) months in a permanent full- or part-time position shall be entitled to twelve (12) or more weeks of unpaid family or medical leave for the following reasons.

1. Birth of a child;
2. Placement of a child for foster parenting or adoption of a child;
3. Serious health condition of a spouse, child or parent necessitating care of that individual by the employee; or
4. Serious health condition of an employee which makes the employee unable to perform their job functions.

B. Authorization. Employees requesting Family or Medical Leave shall complete an Application for Family or Medical Leave. The application must be accompanied by a Certification of Physician or Practitioner. Forms may be obtained by contacting the Human Resources Department.

Completed applications and medical certifications shall be forwarded to the Human Resources Department for processing. An employee's Department Head may authorize unpaid family or medical leave for up to fourteen (14) calendar days. Final approval for unpaid leaves in excess of fourteen (14) calendar days must be granted by the Administrator/Controller or the respective Chief Judge and the Human Resources Director if the employee is employed by the courts.

C. Sick Bank/Paid Time Off. Prior to commencing an unpaid leave of absence employees shall have exhausted all available sick leave and paid time off.

D. Fringe Benefits. Cafeteria plan benefits shall be continued for three (3) months for employees with at least one (1) year of seniority who are on an approved, unpaid family or medical leave.

Employees shall continue to accrue service credit in the retirement system for a maximum of three (3) months while on an approved, unpaid family or medical leave. If an unpaid leave extends beyond three (3) months employees will be provided information for continued benefits under COBRA provisions.

E. Seniority. Seniority for purposes of paid time off eligibility or wage progressions shall continue to accrue during an approved, unpaid family or medical leave for a maximum of six (6) months.

F. Second Opinion. The Employer reserves the right to require, at the Employer's expense, a second opinion from another health care provider concerning any of the information furnished on the employee's original medical certification. If the second opinion differs from the original certification a third examination may be

obtained, at the Employer's expense, by a health care provider jointly approved by the Employer and employee. The opinion of the third provider shall be final and binding on both the Employer and the employee.

G. Return to Former Position. Employees returning from an approved, unpaid family or medical leave of absence of three (3) months or less shall be returned to their former position.

H. Medical Release to Return to Work. Employees on a leave of absence for a serious health condition which makes the employee unable to perform their job functions shall provide the Human Resources Department with a medical release to return to work. Employees on leave of absence for the serious health condition of a spouse, child or parent, if that individual has an illness which may be contagious, may also be required to provide the Human Resources Department with a medical release to return to work.

23. TYPING TESTS. One test per year will be paid for by the Employer at an institution which conducts typing tests.

24. STATE CERTIFICATIONS. The Employer will notify the employees each year of State licensing needs. The Employer will pay for certifications required by the job description.

25. DRUG TESTING. Adoption of policy and procedures regarding drug testing.

26. UPGRADES. Upgrade requests will no longer be part of the negotiations process. AFSCME may present upgrade requests effective with the annual budget process.

27. LETTERS OF UNDERSTANDING. Any Letter of Understanding not incorporated into the language of this contract or attached hereto, is void and no longer applies.

28. P.E.O.P.L.E. CHECKOFF. The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

Y. DURATION

1. This agreement shall be effective January 1, 2010 and shall remain in effect until December 31, 2011. This agreement shall become open for negotiations 120 days prior to the expiration of the agreement. Either party may terminate on December 31, 2011 by giving notice to the other party within 15 days immediately following 120 days prior to the expiration of this agreement. In lieu of a termination notice, either party may request amendment to the agreement, and the other party may have an additional ten (10) days to determine whether it desires to terminate or amend the agreement. In the event amendment notices are given, all provisions of this agreement shall remain in full force and effect until settlement is reached on the proposed amendments, provided however that either party may terminate this agreement during the period of negotiations subsequent to December 31, 2011 by giving 30 day notice of termination.
2. Notices to the Union shall be made in writing and shall be addressed to the Chapter Chairperson at such place as he/she shall notify the employer.
3. Notices to the employer shall be made in writing and shall be addressed to the Chairperson of the Personnel and Finance Committee and to the Human Resources Director, 120 W. Michigan Avenue, Jackson, Michigan 49201.

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed on this 20th day of April, 2010.

CHAPTER OF LOCAL NO. 2098
HEALTH, COUNTY GENERAL, COURTS,
AFFILIATED WITH MICHIGAN COUNCIL
NO. 25:

JACKSON COUNTY:

Chair, Board of Commissioners

Chair, Personnel & Finance

ELECTED OFFICIALS:

Dan Heyns, Sheriff

Henry Zavislak, Prosecuting Attorney

Karen Coffman, Treasurer

Melinda Reilly, Register of Deeds

John McBain, Chief Circuit Judge

Amanda Riska, County Clerk

Diane Rappleye, Chief Juvenile/Probate Judge

R. Darryl Mazur, Chief District Judge

MICHIGAN COUNCIL NO. 25, AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO:

AFSCME POSITION CLASSIFICATIONS

Grade 2

File Clerk – District Court
Food Transporter
Homemaker Aide
Nutrition Site Leader
Stockperson/Custodian

Grade 3

Animal Shelter Attendant
Cook – DOA, YC
File/Imaging Clerk – FOC
Maintenance Worker I

Grade 4

Maternal/Infant Health Advocate

Grade 5

Accounting Clerk/Telecommunications Operator
Account Clerk – DOA, Treasurer, Health
Accounts Payable Clerk
Administrative Clerk
Airport Maintenance Worker II
Data Entry/Property Description Clerk
Deputy County Clerk
Deputy County Clerk – Family Court Records Coordinator
Deputy District Court Clerk
Deputy Probate Register – Probate Court
Hearing/Vision Technician
Imaging/Data Entry Clerk – ROD
Maintenance Worker II
Program Assistant – HD
Records Clerk – Sheriff
Secretary – DOA, YC
Secretary II – HD, MSU Ext.
Secretary/Technician – HD

Grade 6

Account/Data Processing Clerk – FOC
Casework Coordinator – District Court
Circuit/Family/Probate Court Officer
Deputy County Clerk – Court Clerk
Interstate & Investigative Assistant FOC
Legal Secretary – Prosecutor's Office
Maintenance Worker – Parks
Mechanic – Parks
Secretary/Adoptions – Circuit Court
Senior Account Clerk – DOA
Support Services Representative – FOC

Grade 7

Airport Maintenance Worker III
Court Officer – District Court
Maintenance III – Facilities
Maintenance Worker III – Parks
Mechanic – Fleet/Garage
Senior Account Clerk/Office Coordinator – HD

Grade 8

Evidence Technician/Domestic Violence Advocate
Legal Secretary/Caseworker – Child Support Div.
Maintenance Technician – Sheriff
Mapping Specialist
Mechanic II – Parks
Real & Personal Property Appraiser I
Restitution & Pre-charge Diversion Coordinator
Senior Account Clerk – Family Court
Youth Specialist

Grade 9

Airport Maintenance Technician
Animal Control Officer
Bailiff/Research Clerk – Circuit Court
Enforcement Specialist
Facilities Maintenance Technician

Facilities/Fleet Operations Coordinator
Maintenance Technician – Fleet/Garage
Mechanic II – Fleet/Garage
Parks Maintenance Technician
Real & Personal Property Appraiser II
Recovery Court Coordinator
Tax Specialist

Grade 10

Collections Officer – District Court
Enforcement Officer – FOC
Golf Course Coordinator
Investigator – Prosecutor’s Office
Real & Personal Property Appraiser III

Grade 11

Bench Warrant Officer – FOC
Caseworker – FOC
Sanitarian I

Grade 12

Investigator – FOC
Sanitarian II

Grade 13

Sanitarian Coordinator

Grade 14

Investigator/Conciliator – FOC

COLLECTIVE BARGAINING AGREEMENT

between

JACKSON COUNTY BOARD OF COMMISSIONERS,
COURTS and ELECTED OFFICIALS

and

JACKSON COUNTY EMPLOYEES
CHAPTER OF LOCAL 2098
affiliated with
MICHIGAN COUNCIL NO. 25 AFSCME (AFL-CIO)

HEALTH, COUNTY GENERAL, COURTS
(UNITS B, C, D)

January 1, 2010 – December 31, 2011

**JACKSON COUNTY
2010-2011 PAY GRADE**

GRADE		HIRE RATE	3 YEAR	5 YEAR	10 YEAR	15 YEAR
1	YEARLY	20,351	21,905	23,068	23,414	23,765
	BI-WEEK	782.74	842.52	887.23	900.54	914.05
	HOURLY	9.78	10.53	11.09	11.26	11.43
2	YEARLY	21,899	23,573	24,823	25,195	25,573
	BI-WEEK	842.28	906.65	954.73	969.05	983.59
	HOURLY	10.53	11.33	11.93	12.11	12.29
3	YEARLY	23,561	25,361	26,708	27,108	27,515
	BI-WEEK	906.19	975.42	1,027.22	1,042.63	1,058.27
	HOURLY	11.33	12.19	12.84	13.03	13.23
4	YEARLY	25,327	27,263	28,709	29,139	29,577
	BI-WEEK	974.13	1,048.56	1,104.19	1,120.75	1,137.56
	HOURLY	12.18	13.11	13.80	14.01	14.22
5	YEARLY	27,231	29,311	30,867	31,330	31,800
	BI-WEEK	1,047.36	1,127.36	1,187.18	1,204.99	1,223.06
	HOURLY	13.09	14.09	14.84	15.06	15.29
6	YEARLY	29,272	31,507	33,180	33,678	34,183
	BI-WEEK	1,125.83	1,211.82	1,276.16	1,295.30	1,314.73
	HOURLY	14.07	15.15	15.95	16.19	16.43
7	YEARLY	31,465	33,870	35,667	36,202	36,746
	BI-WEEK	1,210.20	1,302.69	1,371.83	1,392.40	1,413.29
	HOURLY	15.13	16.28	17.15	17.41	17.67

**JACKSON COUNTY
2010-2011 PAY GRADE**

GRADE		HIRE RATE	3 YEAR	5 YEAR	10 YEAR	15 YEAR
8	YEARLY	33,823	36,407	38,340	38,915	39,499
	BI-WEEK	1,300.88	1,400.28	1,474.60	1,496.72	1,519.17
	HOURLY	16.26	17.50	18.43	18.71	18.99
9	YEARLY	36,363	39,141	41,218	41,836	42,463
	BI-WEEK	1,398.56	1,505.44	1,585.30	1,609.08	1,633.21
	HOURLY	17.48	18.82	19.82	20.11	20.42
10	YEARLY	39,085	42,072	44,305	44,970	45,644
	BI-WEEK	1,503.26	1,618.16	1,704.04	1,729.60	1,755.55
	HOURLY	18.79	20.23	21.30	21.62	21.94
11	YEARLY	42,023	45,232	47,633	48,347	49,072
	BI-WEEK	1,616.26	1,739.70	1,832.02	1,859.50	1,887.39
	HOURLY	20.20	21.75	22.90	23.24	23.59
12	YEARLY	45,173	48,625	51,206	51,974	52,754
	BI-WEEK	1,737.42	1,870.19	1,969.47	1,999.01	2,028.99
	HOURLY	21.72	23.38	24.62	24.99	25.36
13	YEARLY	48,154	51,835	54,585	55,404	56,235
	BI-WEEK	1,852.10	1,993.64	2,099.42	2,130.92	2,162.88
	HOURLY	23.15	24.92	26.24	26.64	27.04
14	YEARLY	51,411	55,338	58,276	59,150	60,038
	BI-WEEK	1,977.35	2,128.40	2,241.39	2,275.01	2,309.14
	HOURLY	24.72	26.61	28.02	28.44	28.86

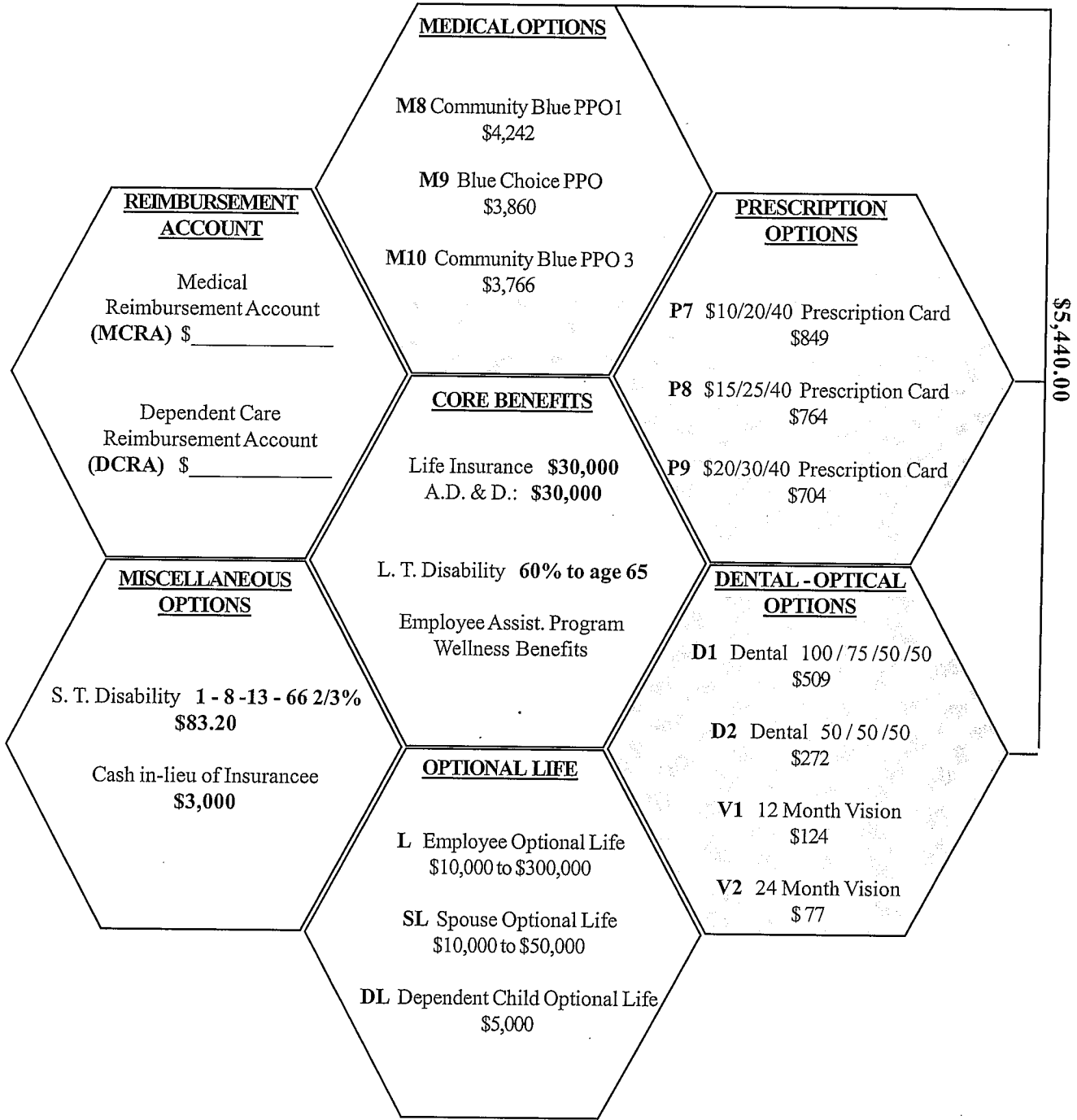
**JACKSON COUNTY
2010-2011 PAY GRADE**

GRADE		HIRE RATE	3 YEAR	5 YEAR	10 YEAR	15 YEAR
15	YEARLY	54,805	58,992	62,123	63,055	64,001
	BI-WEEK	2,107.89	2,268.92	2,389.34	2,425.18	2,461.56
	HOURLY	26.35	28.36	29.87	30.31	30.77
16	YEARLY	57,901	62,325	65,632	66,616	67,615
	BI-WEEK	2,226.97	2,397.10	2,524.29	2,562.16	2,600.59
	HOURLY	27.84	29.96	31.55	32.03	32.51
17	YEARLY	61,340	66,026	69,531	70,574	71,633
	BI-WEEK	2,359.23	2,539.47	2,674.27	2,714.38	2,755.10
	HOURLY	29.49	31.74	33.43	33.93	34.44
18	YEARLY	65,926	70,964	74,728	75,849	76,987
	BI-WEEK	2,535.62	2,729.37	2,874.17	2,917.29	2,961.04
	HOURLY	31.70	34.12	35.93	36.47	37.01
19	YEARLY	74,524	80,220	84,477	85,744	87,030
	BI-WEEK	2,866.32	3,085.40	3,249.11	3,297.85	3,347.32
	HOURLY	35.83	38.57	40.61	41.22	41.84
20	YEARLY	80,259	86,391	90,975	92,340	93,725
	BI-WEEK	3,086.89	3,322.73	3,499.04	3,551.53	3,604.80
	HOURLY	38.59	41.53	43.74	44.39	45.06
21	YEARLY	96,310	103,669	109,169	110,806	112,468
	BI-WEEK	3,704.24	3,987.27	4,198.80	4,261.78	4,325.71
	HOURLY	46.30	49.84	52.49	53.27	54.07

Individualized Benefit Plan

IBP DOLLARS ALLOWABLE - \$5,440

**NOTE: If Opting Out of Medical Benefits, \$3,000 IBP Dollars
Are Available For Additional Benefits or Cash**



Planning for Tomorrow