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**AGREEMENT**

**Between**

**MECOSTA COUNTY BOARD OF COMMISSIONERS**

**and**

**MECOSTA COUNTY EMPLOYEES CHAPTER**

**LOCAL #1865, AFFILIATED WITH MICHIGAN COUNCIL #25**

**AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

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**January 1, 2013 through December 31, 2015**

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## **AGREEMENT**

This Agreement entered into this 20<sup>th</sup> day of December, 2012, between the **MECOSTA COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "EMPLOYER") and the **MECOSTA COUNTY EMPLOYEES CHAPTER OF LOCAL #1865, AFFILIATED WITH MICHIGAN COUNCIL #25, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO** (hereinafter referred to as the "UNION").

NOTE: The headings used in this Agreement neither add to nor subtract from the meaning, but are for reference only.

### **PURPOSE AND INTENT**

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

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

To these ends the Employer and the Union encourage to the fullest degree friendly and cooperative relations between their respective representatives at all levels and among all employees.

### **ARTICLE 1 RECOGNITION**

#### **A. Employees Covered:**

Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment, and other conditions of employment for the term of this Agreement of all employees of the Employer included in the bargaining unit described below:

Full time and regular part-time employees of Mecosta County in the following departments:

**Drain Commission** (excluding Drain Commissioner)

**Building and Zoning** (excluding Department Head/Building Inspector, and County Zoning Administrator)

**County Clerk's Office** (excluding Clerk)

**Court House Custodians and Maintenance Workers** (excluding Building Maintenance Superintendent)

**Equalization Department** (excluding Director)

**Prosecuting Attorney's Office** (excluding Prosecutor and Chief Assistant Prosecutor, Assistant Prosecutor, and Secretary to Prosecutor)

**Register of Deeds** (excluding Registrar of Deeds)

**Treasurer** (excluding Treasurer)

**Commission on Aging** (excluding Assistant Director)

**Co-Op Extension Clericals** (excluding MSU employees such as Extension Agent, 4-H Agent, and Home Economist)

BUT EXCLUDING all elective officials, executives, confidential employees, professionals, supervisors as defined by law, temporary, casual, seasonal employees, the Director and Assistant Director of the Commission on Aging, up to two FTE's (whether full-time or part-time) secretarial position in the Controller/Administrator's office which secretarial positions may include computer technicians, Chief Deputies to Register of Deeds, County Clerk, Treasurer, Equalization Director and Drain Commissioner, all clerical employees in the Ambulance Department and excluding all other employees.

**B. Regular and Special Part-Time Employees:**

Regular part-time employees shall be construed as employees regularly scheduled to work thirty-five (35) hours or more per pay period. Special part-time employees shall be construed as employees who work less than thirty-five (35) hours per pay period and shall not be covered by the terms of this agreement.

**ARTICLE 2 AID TO OTHER UNIONS AND NO STRIKE CLAUSE**

The Employer will not aid, promote, or finance any labor group or organization which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the Union.

The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge. The Employer agrees not to lock out employees.

**ARTICLE 3 RECOGNITION OF RIGHT OF EMPLOYER**

**A. Employer Rights Reserved:**

Nothing in this Agreement shall be deemed to limit or curtail the Employer in any way in the exercise of its rights, powers and authority, unless and only to the extent that specific provision of the Agreement curtail or limit such rights, powers, and authority. The Union recognizes that the

Employer's rights, powers and authority include but are not limited to, the right to direct and manage the work force, including by way of illustration the determination of policies, operations, assignments, schedules, discipline, layoff of employees, purchasing equipment and maintenance of equipment, except as any of these rights are expressly abridged by or contrary to the provisions of this Agreement.

**B. Rules:**

The Employer shall have, within its discretion, the right to make, amend, supplement or delete rules and regulations. However, the Union Chapter Chairperson shall receive a copy of any new or modified rule or regulation twenty-four (24) hours prior to its effective date, unless conditions warrant immediate implementation. If there is concern regarding the reasonableness of the rule or rule change, the Union Chapter Chairperson may request a special conference between the Union, Department Head or his/her representative and the Chairperson of the Personnel Committee to discuss the rule. The rule change or new rule may become subject to the grievance procedure if it violates a provision of this contract.

**C. Other Agreements:**

There are no verbal or written understandings or agreements which are binding on either the Employer or the Union other than the written agreements enumerated or referred to in this Agreement. No further agreement shall be binding on either the Employer or the Union until it has been put in writing and signed by both Employer and the Union.

**D. Waiver:**

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

**ARTICLE 4 UNION SECURITY**

**A. Dues or Fees Current Union Members:**

Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required, as a condition of continued employment, to continue membership in the Union or pay a representative fee to the Union equal to dues and initiation fees uniformly charged for membership for the duration of this Agreement.

**B. Dues or Fees New Members:**

Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership for

the duration of this Agreement, commencing the thirty-first (31st) day following the beginning of their employment in the unit.

**C. Employer Indemnification by Union:**

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, lawsuits or other forms of liability arising out of its deduction from an employee's pay of Union dues or representation fee, or in reliance on any list, notice, certification, or authorization furnished under this Article or by the Employer exercising the requirements contained in any other Article of this Agreement. The Union assumes full responsibility for the disposition of the deductions so made, once they have been sent to the Union.

**D. Non-Payment of Dues or Fees:**

The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail with a copy to the Employer. If said employee does not pay the dues or representation fee within thirty (30) days after said notice is received, the Union shall notify the Employer by certified mail of this omission. Fifteen (15) days after receipt of notification by the Employer, the Employer shall terminate said employee. After notification is received by the employee as stated above, either from the Union or the Employer, and the employee pays the amount of Union dues or representation fees due and owing, then the employee shall be considered to have met the requirements of this section.

**ARTICLE 5 DUES CHECK OFF**

**A. Deduction of Dues or Fees Union Members:**

The Employer agrees to deduct from the wages of any employee, who is a member of the Union, all Union membership dues, initiation fees uniformly required if any, and to the extent permitted by law a Peoples Check off donation, as provided in a written authorization in accordance with the standard form used (see Paragraph D), provided that the said form shall be executed by the employee. The written authorization for Union dues deduction shall remain in full force and effect during the period of this contract unless revoked by written notice. The termination notice shall be accompanied by a representation fee authorization form in accordance with Article 6 of this Agreement, Union dues/representation fees shall thereafter continue without interruption.

**B. Reliance on Certification:**

Each employee and the Union hereby authorize the Employer to rely upon and to honor certifications by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action specifying such amounts of Union dues and/or initiation fees.

**C. No Charge to Union:**

The Employer agrees to provide this service without charge to the Union.

**D. Appendix B:**

See attached. (Appendix B)



## **ARTICLE 6 REPRESENTATION FEE CHECK-OFF**

### **A. Deduction of Representation Fee Non Union:**

The Employer agrees to deduct from the wages of any employee who is not a member of the Union the Union representation fee, as provided in a written authorization in accordance with the standard form (see Paragraph C), provided, that the said form shall be executed by the employee. The written authorization for representation fee deduction shall remain in full force and effect during the period of this contract and may be revoked.

### **B. No Charge to Union:**

The Employer agrees to provide this service without charge to the Union.

### **C. Appendix B:**

See attached. (Appendix B)

## **ARTICLE 7 REMITTANCE OF DUES AND FEES**

### **A. When Deductions Begin:**

Check-off deductions under all properly executed authorizations for check-off shall become effective at the time the application is signed by the employee and shall be deducted from the second pay period of the month following completion of the employee's thirtieth (30th) day of employment and each month thereafter.

### **B. Remittance of Dues to Financial Officer:**

Deductions for any calendar month shall be remitted to such address designated to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of all employees from whom deductions have been made, no later than ten (10) days following the date of which they were deducted.

### **C. Additions/Deletions to the Dues/Fees List:**

The Employer shall additionally indicate the amount deducted and notify the financial officer of the Council of the names and addresses of employees who, through a change in their employment status, are no longer subject to deductions and further advise said financial officer by submission of an alphabetical list of all new hires since the date of submission of the previous month's remittance of dues.

### **D. Hold Harmless and Indemnification:**

The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees and/or initiation fee, or in reliance upon any list, notice, certification or authorization furnished under any Article of this contract. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

## **ARTICLE 8 UNION REPRESENTATION**

### **A. Stewards:**

The employees covered by this Agreement will be represented by three (3) stewards. The Union shall have the exclusive right to assign said stewards, provided that each steward shall be assigned to his/her general area of work.

1. The Employer will be notified of the names of all alternate stewards who serve only in the absence of the regular stewards.
2. The Chapter Chairperson, during his/her working hours, without loss of pay or time, may investigate and present grievances to the Employer without leaving the job post, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. In no event shall the Chapter Chairperson leave his/her work for such purpose without first obtaining permission from his/her supervisor. The supervisor shall not act arbitrary or capricious in a denial. The supervisor may require the Chapter Chairperson to present such grievance or grievances during other than working hours in the event that the work force cannot be adequately covered during the time that the Chapter Chairperson desires to investigate and present grievances.

### **B. Union Bargaining Committee:**

1. Employees covered by this Agreement will be represented in negotiations by three (3) negotiation committee members and one Representative from AFSCME Council 25.
2. All bargaining by the parties shall commence at a mutually agreeable time.
3. Employees who have been selected as a member of the Union Bargaining Committee shall be allowed time off with pay, if required to attend negotiation meetings during their regularly scheduled work hours.

## **ARTICLE 9 SPECIAL CONFERENCES**

### **A. Representation and Purpose:**

Special Conferences for important matters will be arranged between the Chapter Chairperson and the Employer or its designated representative upon the request of either party. Such meetings shall be between not more than two (2) employee representatives of the Union and two (2) non-employee representatives and not more than four (4) representatives of the Employer. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those in the agenda. Conferences shall be held at a mutually agreed

upon time. Special conferences shall not be used for further collective bargaining purposes. The members of the Union shall be excused from duty without penalty to attend special conferences held during his/her regularly scheduled work day, but shall not be compensated in any way for the time spent attending conferences which are not held during his/her regularly scheduled work day.

**B. Union Pre-Conference:**

The Union representatives may meet on the Employer's property for one-half hour immediately preceding the conference.

**ARTICLE 10 GRIEVANCE PROCEDURE**

**A. Intent of Grievance Procedure:**

It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes, i.e., grievances that may arise between them as to the meaning, interpretation, application or alleged violation of the terms and provisions of this Agreement. Any grievance filed shall refer to the applicable provision or provisions of this Agreement alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. In order to be a proper matter for the grievance procedure, the grievance must be presented within ten (10) calendar days of the date the employee knew, or should have known of its occurrence.

**B. Steps of the Grievance Procedure:**

An employee having a grievance as above defined shall present it to the Employer as follows:

**Step 1.** An employee and his/her steward shall submit in writing the grievance to his/her Department Head and the Controller/Administrator within the time limits stated in "A" above. The Department Head shall answer the grievance within ten (10) calendar days after it is received.

The answer of the Department Head shall not serve as precedent for any other grievances. The Department Head does not have the authority to provide any employee a benefit which exceeds or is not provided under this contract.

**Step 2.** If the answer is not satisfactory to the Union, it shall be presented in writing by the steward to the Controller/Administrator within seven (7) working days after the answer of the Department Head. The Controller/Administrator (or his/her representative) shall sign and date the steward's copy. The Chair of the Personnel Committee (or his/her representative) shall respond to the steward in writing within seven (7) working days after receipt of the grievance.

**Step 3.** If the grievance remains unsettled, it shall be presented by the Chapter Chairperson, in writing, to the Controller/Administrator within seven (7) working days after the response at STEP 2 is due. Within twenty (20) working days, a meeting shall be arranged between the Board of Commissioners (or their

representative[s]), and the Controller/Administrator and representatives of the Union (the Chapter Chairperson may be represented by Council #25). The Board of Commissioners or its representative(s) shall respond in writing to the Chapter Chairperson within ten (10) working days from the date of the meeting.

**Step 4.**

- (a) If the answer at STEP 3 is not satisfactory, and the Union wishes to carry the grievance further, Council #25 shall, within thirty (30) calendar days from the date of the Employer's answer at STEP 3 notify the Chairman of the Personnel Committee (or his/her representative), in writing, of its appeal of the grievance to arbitration under AAA rules and procedures.
- (b) The arbitration shall be held within sixty (60) days after receipt of the Union's notice of intent to arbitrate unless agreed to be extended by the parties in writing. If the selected arbitrator cannot hear the case within the sixty (60) days, AAA shall provide additional arbitrators who can do so. The above shall apply to discharge cases and other cases where the Employer may have continuing liability.
- (c) The arbitration proceedings shall be conducted in accordance with the American Arbitration Association Rules and Regulations.
- (d) There shall be no appeal from any arbitrator's decision unless the arbitrator exceeded his/her authority or jurisdiction. Each such decision shall be final and binding on the Union, its members, the employee or employees involved, and the Employer. The arbitrator shall make a judgment based upon the express terms of this Agreement, and shall have no authority to add to, or subtract from any of the terms of this Agreement. The expenses for the arbitrator shall be shared equally between the Employer and the Union.
- (e) A grievance may be withdrawn without prejudice and if so withdrawn, all financial liabilities shall be canceled. If the grievance is reinstated, the financial liability shall date only from the date of reinstatement. If the grievance is not reinstated within thirty (30) calendar days from the date of withdrawal, the grievance shall not be reinstated.
- (f) Any grievance not answered within the time limits by the Employer shall be automatically advanced to the next step.
- (g) Any grievance not appealed by the Union within the time limits shall be deemed settled on the basis of the Employer's last answer.
- (h) Only for the purpose of the grievance procedure, a "working day" shall mean Monday through Friday, excluding holidays, as recognized in this

Agreement, and shall not include the day on which a grievance is presented or appealed by the Union or returned to it by the Employer.

- (i) The withdrawal or settlement of grievances by the Union and the settlement of grievances by the Employer will be without prejudice to either party.
- (j) Only one grievance shall be presented to an arbitrator in any one hearing, unless the parties mutually agree to combine grievances for the same arbitrator. Grievances on the same subject matter may be combined and heard by a single arbitrator.
- (k) Election of Remedies: When remedies are available for any complaint and/or grievance of an employee through any procedure outside of this agreement, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elects to utilize a different remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize a different remedy, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

### **ARTICLE 11 COMPUTATION OF BACK WAGES**

No claim for back wages shall exceed the amount of wages the employee would have earned.

### **ARTICLE 12 DISCHARGE, SUSPENSION, REPRIMAND**

#### **A. Just Cause:**

The Employer may discipline an employee for just cause.

#### **B. Notice of Discharge or Suspension**

The Employer agrees, promptly upon the discharge or suspension of a non-probationary employee, to notify, in writing, the employee and his/her steward of the discharge or suspension. Said written notice shall contain the reasons for the discharge or suspension.

#### **C. Meeting With Union Representative/Employer:**

The discharged or suspended non-probationary employee will be allowed to discuss his/her discharge or suspension with his/her steward and the Employer will make available a meeting room

where he/she may do so before he/she is required to leave the property of the Employer. Upon request, the Employer or his/her designated representative will discuss the discharge or suspension with the employee and the steward.

**D. Appeal of Discharge or Suspension:**

Should the discharged or suspended non-probationary employee and/or the steward consider the discharge or suspension to be improper, it shall be submitted to the final step of the grievance procedure.

**E. Use of Past Record:**

The arbitrator shall determine which past disciplinary matter may be submitted into evidence and the weight to be accorded to same.

**ARTICLE 13 SENIORITY**

**A. Definition:**

Seniority is defined as length of continuous service with the Employer since the employee's most recent date of hire into a bargaining unit position. Seniority shall commence after the employee completes the probationary period hereinafter provided for, retroactive to the date of the employee's most recent date of hire.

**B. Probationary Employees:**

Probationary Period: All employees shall be considered probationary employees until the employee has completed six (6) months of work. The Employer has the right to extend the probationary period of an employee up to an additional six (6) months in two (2) 3-month periods upon agreement with the Union. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and for no reason or any reason except Union activities, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

**ARTICLE 14 SENIORITY LISTS**

**A. Non-Discrimination in Seniority:**

Seniority shall not be affected by the creed, color, national origin, age, race, sex, or marital status of the employee.

**B. Information on Seniority List:**

The seniority list on the date of this Agreement will show the date of hire, names and addresses, and classifications of all employees to the unit entitled to seniority.

**C. Employer's Obligation to Maintain List:**

The Employer will keep the seniority list up to date and will provide the Chapter Chairperson and Council #25, AFSCME, AFL-CIO, with up-to-date copies upon request.

**D. List Provided To:**

The Council's copy of the seniority list, as set forth above, shall be forwarded in care of the attention of the Council Secretary-Treasurer's office, 1034 N. Washington; Lansing, MI 48906, or to any such other address as notified of in writing.

**ARTICLE 15 LOSS OF SENIORITY**

An employee shall lose his/her seniority for any of the following reasons:

1. He/she quits.
2. He/she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
3. He/she retires.
4. Unexcused absence for two (2) or more consecutive regularly scheduled workdays without good cause shown which is beyond the control of the employees.
5. If he/she does not return to work when recalled from a layoff as set forth in the recall procedure. In proper cases, exceptions may be made by the Controller/Administrator.
6. Unexcused failure to return from a leave of absence on the specified date for return.
7. Layoff for a period in excess of two (2) years, or the length of the employee's seniority, whichever is less.
8. Intentional falsification of an employee's employment application or any other Employer records.
9. He/she is convicted or pleads guilty or nolo contendere to a felony; or a misdemeanor which misdemeanor results in sentenced jail time if the Board of Commissioners votes to terminate that employee, excluding OUIL-first offense.

## **ARTICLE 16 SENIORITY OF CHAPTER CHAIRPERSON AND STEWARDS**

The Chapter Chairperson and Chief Steward shall head the seniority list of the unit for the purpose of layoff only during his/her term of office.

## **ARTICLE 17 LAYOFFS**

### **A. Definition:**

The word "layoff", means a reduction in the work force.

### **B. Notice To Union:**

In the event of a layoff, the Employer shall send to the Chapter Chairperson at least thirty (30) calendar days prior to the effective date of layoff, a list of the number of employees scheduled for layoff, their names, seniority, departments, classifications and work locations. Prior to implementation of such employee layoffs, the Employer agrees to meet with the Union to discuss alternatives to layoffs.

### **C. Non-Seniority Employees:**

When a layoff in a classification within a department takes place, the employees not entered on the seniority list in that classification shall be laid off first.

### **D. Probationary Employees:**

Thereafter, probationary employees in that classification within a department will be laid off, providing the remaining employees in the classification have the skill and ability and qualifications to do the required work.

### **E. Part-Time Employees:**

Thereafter, all part-time employees in that classification within a department having seniority shall be laid off in the inverse order of their seniority, i.e., the least senior part-time employee on the seniority list will be laid off first, providing the remaining employees in the classification have the skill and ability and are qualified to do the required work. Only after the above procedures have been taken will full time employees in the classification within a department be laid off in the inverse order of their seniority, i.e., the least senior will be laid off first and so on, within the classification, provided the remaining employees in the classification have the skill and ability and the qualifications to do the required work.

### **F. Notice to Affected Employees:**

Employees to be laid off will receive at least two (2) week's advance notice of the layoff.

### **G. Bumping Rights:**

Seniority employees who are laid off pursuant to paragraph E, shall have the right to bump, providing:



1. The employee must bump into another classification within his/her own department. If there are no classifications in the department the laid off employee may bump into, the employee may bump to the same or lower-paying classification in another department provided that the following is adhered to.
2. The employee has greater seniority than the person he/she wishes to bump.
3. The employee has the skill and ability and qualifications for the job, and a realistic expectation of meeting the job requirements of the job as determined by the Department Head involved.
4. The employee must be able to perform the functions of the classification satisfactorily or equally as well as the bumped employee within fifteen (15) working days (trial period) after normal instructions, as determined by the Department Head.
5. Within two (2) working days after receipt of the request to bump, the Department Head will indicate whether the bump should be allowed pursuant to the above provisions. If the Department Head indicates the bump should not be allowed, he/she will notify the Chapter Chair of such decision and reasons therefore, in writing. Such denial is a proper subject for the grievance procedure.
6. An employee scheduled for layoff will be allowed only one (1) fifteen (15) working day trial period.

#### **H. Failure During Bumping Trial Period:**

If the bumping employee fails on the bump as outlined above, they shall be placed in accordance with the following in descending order:

1. Transfer to an available vacant job that the employee considers acceptable and for which the Employer believes the employee to be qualified.
2. Layoff.

#### **I. Bump or Accept Layoff:**

An employee bumped by another shall be allowed to bump in accordance with the procedures outlined above, or accept a layoff without penalty.

#### **J. Chief Deputy Positions:**

Notwithstanding the foregoing, the chief deputies listed in Article 1 Section A shall be exempt from the layoff and bumping procedures outlined in this Article.

## **ARTICLE 18 RECALL FROM LAYOFF**

### **A. Eligibility:**

When the work force is increased after a layoff and there is an increase in the job classification of the laid-off employee, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first, whether such employee is on layoff status or has been transferred to another lower-rated job classification in lieu of layoff.

### **B Procedure:**

When employees laid off are to be recalled, the following method will be used by the Employer:

1. The employee or his/her spouse will be called by telephone, or notified in person of his/her recall and the date on which he/she is to return to work.
2. If an employee cannot be contacted personally under "1" above, the Employer will send a certified letter notifying the employee of his/her recall to work and the date of his/her return. This will be done even if the employee's spouse is contacted.
3. Any employee notified in accordance with "1" or "2" above, who fails to report for work within two (2) days after notice has been sent/given shall be considered to have quit.

It is the employee's responsibility to maintain his/her correct address and telephone number on file with the Employer, and the Employer shall not assume any responsibility in the event notices are not received because the last address or telephone number is not correct.

## **ARTICLE 19 TRANSFERS FROM BARGAINING UNIT/RETURN**

If an employee transfers to a position under the Employer not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, he/she shall have accumulated seniority while working in the position to which he/she transferred. Employees transferring under the above circumstances shall retain all rights accrued for the purpose of any benefits provided in this Agreement if they return to the bargaining unit within six (6) months.

## **ARTICLE 20 JOB POSTINGS AND BIDDING PROCEDURES**

### **A. Notice/Posting:**

Whenever a vacancy or newly created position occurs, the Employer will post on the bulletin boards a notice of such vacancy for a period of one (1) calendar week. The job posting shall specify the department having the vacancy, the job classification, and skill, ability and qualifications expected of the applicant. The Employer may determine not to fill a vacant position and it shall be treated as though a layoff occurred.

**B. Eligibility for Bid:**

An employee with the necessary skills, ability and qualifications may bid for a change in job classifications.

**C. Determination Between Two Qualified Employees:**

In the event that two or more employees who are qualified bid on the same position, the position shall be awarded to the employee having the most departmental seniority. In the event no qualified employees with departmental seniority bid on the position, the position shall be awarded to the most senior qualified employee from the bidding employees, bargaining unit wide.

**D. Notice of Disqualification:**

An employee who bids for a vacancy or newly created position and who is not considered qualified shall be given written notification of the reasons for his/her disqualification. Such action shall be a proper subject for the grievance procedure.

**E. Acceptance of Bid or Reclassification/Reduction One Step on Salary Scale:**

When an employee is accepted for bid into a new classification, or reclassified by the Employer to a higher classification, he/she shall move back one-step on the salary scale. Thereafter, he/she shall be eligible for step increases, based upon his/her original seniority date.

Example: A Clerk with a seniority date of May 1 is at the 3rd year step of the Clerk salary scale. On October 1, the Clerk is the successful bidder in the Secretary job classification. Moving back one step puts this person at the 2nd year step for the Secretary Classification. On the following May 1, the Secretary gets a step increase to the 3rd year step, and progresses accordingly.

**F. 10 Day Trial Period:**

During his/her first ten (10) work days on his/her new job, a successful bidder may elect to return to his/her former job, if he/she so desires, or the Employer may transfer him/her back to his/her former job. If the employee is transferred back to his/her former job, the requirements of Section D shall be applied. If the job is vacated during such period, the Employer may, at its option, select another bidder from the posting, or it may repost the job.

**G. Ineligibility to Bid:**

After an employee is accepted for a bid on a job, (whether he/she successfully completes the trial period or returns to his/her former classification) he/she shall be ineligible to bid for seven (7) months thereafter unless the Employer and Union mutually agree to allow the bid.

**H. Exemption of Chief Deputies From Bid Process:**

Providing a vacancy exists and notwithstanding the above, each elected official shall have the right to select his/her Chief Deputy, within their sole discretion, from persons either within or outside of the bargaining unit and the above provisions shall not be applicable.

## **ARTICLE 21 LEAVES OF ABSENCE**

### **A. Military Service Leave:**

The re-employment rights of employees and probationary employees after their period of military service with the Armed Forces of the United States will be in accordance with all applicable laws and regulations.

### **B. Union Conventions/Conferences:**

Members of the Union selected to attend a convention or education conference of the Union shall be allowed time off without pay to attend as long as schedules can be rearranged and not to exceed five days in total per calendar year for all such employees.

### **C. Family and Medical Leave:**

#### 1. General

- A. All full time employees who have completed twelve (12) months of employment and worked at least 1250 hours for the Employer in the past twelve (12) months may request a Family and Medical Leave Act ("FMLA") leave of absence for a period not to exceed twelve (12) weeks (84 days) in any one calendar year. All foreseeable requests must be addressed to the Controller/Administrator in writing not less than thirty (30) days before the date the leave is to begin and must include the reason for the request, give the expected duration of the leave and be approved by the Controller/Administrator. Unforeseeable leave requests must be provided to the Controller/Administrator as soon as practicable. The FMLA leave of absence shall commence when the employee takes his/her first day off associated with the Family Medical Leave Act, or when the employee takes time off allowed under the FMLA, whichever is sooner. A FMLA leave of absence may be granted in the following cases:
1. A serious health condition that makes the employee unable to perform the essential function of his/her position;
  2. In order to care for the employee's spouse, child or parent if the person being cared for has a serious health condition as defined by the FMLA;
  3. Because of the placement of a son or daughter with the employee for adoption or foster care and in order to care for such son or daughter; or

4. Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.

- B. The employee is required to exhaust all accrued paid leave (comp time, sick leave, vacation leave etc.) prior to an unpaid leave of absence.
- C. When a husband and wife are both entitled to leave and are employed by the Employer, the aggregate number of work weeks of leave to which both may be entitled may be limited to twelve (12) work weeks during any twelve (12) month period if the leave is taken due to the birth of a child, the placement of a child or to care for a sick parent.
- D. When leave is due to the birth of a child or placement of a child with the employee, the employee may take leave intermittently or on a reduced leave schedule unless the Employer disagrees to such an arrangement.
- E. Subject to notification and certification requirements described below, leave to care for a spouse, child or parent or due to a serious health condition of the employee may be taken intermittently or on a reduced leave schedule when medically necessary.

2. Continuation of Benefits. All unpaid FMLA leave shall be without benefits, except the Employer shall continue to pay health insurance premiums for eligible employees, for up to twelve (12) weeks while the employee is on approved FMLA leave of absence under conditions 1 through 4 listed in the preceding section. This twelve (12) week period shall include any time in which the employee was absent from work on a paid leave of absence. The Employer shall have no obligation to pay health care premiums for the employee on unpaid FMLA leave for any time period after twelve (12) weeks from and after the employee's initial absence from work. An employee will not accumulate sick leave or vacation time nor be paid for holidays which may fall during the FMLA unpaid leave period.

3. Reinstatement After Leave. Upon returning from leave, an employee is entitled to be restored to the same position with equivalent pay, benefits and other terms and conditions or on a temporary basis an equivalent position. When a leave of absence under conditions 1 through 4 of the preceding section I-A is granted for more than twelve (12) weeks, the Employer does not guarantee that the employee will be reinstated in his/her former position or to the same grade and step level when he/she is ready to return to work. That decision will be at the discretion of the Employer.

4. Notice. For leave taken due to the birth of a child or the placement of the child with the employee and where the leave is foreseeable based on the expected birth or placement, the employee shall provide the Employer with not less than thirty (30) days notice before the date the leave is to begin, except that if the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee shall provide such notice as soon as practicable.

When the employee's leave is due to care of a spouse, child or parent or to the employee's serious health condition and the leave is foreseeable based on planned medical treatment, the employee:

- A. Shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the operations of the Employer, subject to the approval of the health care provider, and
- B. Shall provide the Employer with not less than thirty (30) days notice before the date leave is to begin, except that if the date of treatment requires leave to begin in less than thirty (30) days, the employee shall provide such notice as is practicable.

5. Certification for Medical Leaves. For leaves taken to care for a sick spouse, child, or parent or due to a serious health condition of the employee, the Employer may require certification issued by the health care provider of the eligible employee or of the child, spouse or parent of the employee, as appropriate. This certification shall be sufficient if it states:

- A. The date on which the serious health condition commenced;
- B. The probable duration of the condition;
- C. The appropriate medical facts within the knowledge of the health care provider regarding the condition;
- D. When applicable, a statement that the eligible employee is needed to care for child, spouse or parent and an estimate of the amount of time that the employee is needed to provide such care;
- E. When applicable, a statement that the employee is unable to perform the functions of the position of the employee;
- F. In cases of certification of intermittent leave or leave on a reduced leave schedule for planned medical treatment, the dates on which the treatment is expected to be given and the duration of the treatment;
- G. In cases of intermittent leave or leave on a reduced schedule due to an employee's serious health condition, a statement of the medical necessity for the intermittent leave or leave on a reduced schedule and the expected duration of the intermittent leave from the leave schedule; and
- H. When intermittent leave or leave on a reduced leave schedule is requested for the purpose of caring for a child, spouse or parent, a statement that the employee's intermittent leave or leave on a reduced

leave schedule is necessary for the care of the child, parent or spouse who has a serious health condition, or will assist in their recovery, and the expected duration and schedule of the intermittent leave or reduced leave schedule shall be submitted.

6. Second Opinion. In any case where the Employer has reason to doubt the validity of the certification as outlined above, the Employer may require, at the Employer's expense if not covered by insurance, that the eligible employee obtain the opinion of a second health care provider designated or approved by the Employer concerning any information certified by the original certification. The provider of the second opinion shall not be employed on a regular basis by the Employer.

7. Resolution of Conflicting Opinions. When the second opinion described above differs from the opinion in the original certification, the Employer may require, at the expense of the Employer if not covered by insurance, that the employee obtain the opinion of a third health care provider designated or approved jointly by the Employer and the employee concerning the information certified above. The opinion of the third health care provider shall be final and binding on both the Employer and employee.

8. Subsequent Recertification. The Employer may require that the eligible employee obtain subsequent recertifications on a reasonable basis (not more than every 30 days), except under the following circumstances:

- (1) The employee requests an extension of leave.
- (2) A significant change in circumstances.
- (3) Receipt by the Employer of information casting doubt on the original certification.
- (4) The Employer may recoup premiums if the employee decides not to return to work after his/her leave has expired.

## **ARTICLE 22 RATES FOR NEW JOBS**

The Board of Commissioners reserves the right to establish new classifications and rate structures for same. Under such circumstances, the Board shall notify the Union prior to it becoming effective.

In the event that the Union disagrees with the classification and/or rates, it shall so notify the Board in writing, within five (5) days after receipt of notice from the Board. The Board or its designated representatives shall meet and discuss the same, if notified by the Union within that five (5) day period. In the event the parties cannot reach an agreement, the Board may implement its last best offer after mediation.

## **ARTICLE 23 TEMPORARY ASSIGNMENTS**

Any employee assigned by the Employer to perform the duties of a higher paying classification within the bargaining unit for a period in excess of ten (10) consecutive working days shall be paid at the rate of pay applicable to the position involved. The increased pay rate shall commence on the eleventh (11th) consecutive day in which the employee has held the assignment, and shall continue until the employee is reassigned to his or her normal (or another) position. After three (3) months, Article 20 will be followed to fill the vacancy.

## **ARTICLE 24 COURT/JURY DUTY**

An employee who serves on jury duty or is subpoenaed to appear in Court on the behalf of the Employer on a job-related matter while normally scheduled to be on duty, will be paid the difference between his/her pay for court duty and his/her regular rate of pay, provided that the employee provides proof of the payment made by the Court. In addition, to be eligible for the above, the employee must return to work after their Court duty has been completed.

## **ARTICLE 25 SAFETY AND MAINTENANCE COMMITTEE**

A safety and maintenance committee of employees and the Employer is hereby established. This committee shall consist of the Chapter Chairperson, and shall meet upon the request of either party during regular daytime working hours for the purpose of making recommendations to the Employer.

In the event the Employer fails to implement a valid safety recommendation of the Union, and the Union wishes to carry the matter further, such shall become a proper subject for the final step of the grievance procedure.

## **ARTICLE 26 WORKING HOURS**

### **A. Rights:**

1. Permanent Change Shift Start/Quit Times: The Employer reserves the right to establish shift starting and quitting times. The Union will be notified at least four (4) weeks in advance of permanent changes in starting and quitting times. Such changes will be discussed at a special conference between the Union representatives and the Employer.
2. Temporary Change Shift Start/Quit Times: The Employer reserves the right to adjust working hours on a temporary basis; temporary being up to 20 working days. The employer shall give the employee at least 2 working days notice prior to implementing the adjusted hours. Any change in working hours exceeding 20 working days shall be considered a permanent change and noticed in compliance with A-1 above.



**B. Overtime Scheduling:**

Except as otherwise provided in Section 4 of this Article, there shall not be any guarantee of any number of hours of work, nor shall there be any limitation of the Employer's right to schedule or require reasonable amounts of overtime work.

**ARTICLE 27 WORK DAY-WORK WEEK**

**A. Work Day:**

1. The workday for all full-time day shift employees employed by the County is currently seven and one-half (7-1/2) continuous hours starting at 8:30 a.m. and interrupted by a one (1) hour lunch break that shall be taken as near to the middle of the shift as is practicable, but shall not be used the first or last hour of their scheduled shift.
2. The workday for night shift employees in the County Building currently is:  

Custodial Worker 5:00 P.M. to 12:30 A.M. (Seven and one-half (7-1/2) hours with a one-half (1/2) hour paid lunch break and no breaks.)
3. The workday for part time cooks in the Commission on Aging will include two fifteen minute breaks and no lunch.

**B. Work Week:**

The workweek for all full time employees employed at the County Building is currently thirty-seven and one-half (37-1/2) hours Monday through Friday. The County retains the right to adjust the regular workweek for any or all employees between 35 hours per week (7 hours per day) and 40 hours per week (8 hours per day) to avoid layoffs.

**C. Breaks:**

Employees may take a fifteen (15) minute work break in the morning and a fifteen (15) minute work break in the afternoon with the prior approval of their Supervisor. Work breaks cannot be used at the beginning or the end of the workday. Work breaks do not accumulate if not taken. Such breaks will be scheduled by the employee's Supervisor.

**D. Overtime Call In Guarantee:**

An employee called in to work overtime shall be guaranteed at least two (2) hours pay at the rate of time and one-half. This two-hour guarantee does not apply to overtime, which is continuous with the beginning or end of a shift.

**E. On Call Schedule and Pay for Maintenance Asst. Supervisors and Facility Maint./Carpenters:**

1. These Classifications will fulfill their "on call" obligation based on a rotational schedule.

2. Monday of each week, one employee will be “on call” beginning at the start of their shift and will remain “on call” until the start of their shift the following Monday.
3. The “on call” employee will be issued a pager or cell phone by the Employer and will be accessible and able to report to work when required by the Employer within a reasonable period of time.
4. “On call” employees shall receive an additional one hundred dollars (\$100.00) per week compensation for the week that they are required to be “on call”.
5. This Article shall not prohibit the Employer from time to time scheduling the Building and Grounds Superintendent to be on call in lieu of a member of the bargaining unit.

## **ARTICLE 28 OVERTIME/COMP TIME**

### **A. Definition: of Overtime:**

Time and one-half will be paid as follows:

1. For all hours worked over eight (8) in one day.
2. For hours worked in excess of forty (40) in a week.
3. For all hours worked on Sunday.
4. For all hours worked on holidays that are defined in this Agreement, in addition to holiday pay.

### **B. Comp time:**

Comp time may be earned with prior mutual agreement between the employee and his/her supervisor. Full time employees who are required to work hours in excess of 37.5 hours per week may receive “Comp Time” in lieu of additional pay. “Comp Time” earned for hours in excess of 37.5 hours per week but not qualifying as “Overtime” under Section A of this article will be calculated at straight time. “Comp Time” earned for hours qualifying as “Overtime” under this contract will be calculated at time and one half. An employee will not be allowed to accumulate more than eighty (80) hours of compensatory time. Comp time in excess of eighty (80) hours will be paid in the pay period immediately following the period in which the excess comp time is earned, unless the employee and Department Head (or his/her representative) mutually agree on a time when the excess comp time will be used. In no case will comp time over eighty (80) hours be carried for more than two pay periods. At the Employee’s request up to 40 hours of accrued Comp Time will be paid to the employee on the payroll following the employee’s anniversary date.

### **C. Prohibition on Pyramiding:**

Overtime premiums shall not be pyramided for any hour of work.

## **ARTICLE 29 SICK LEAVE**

### **A. Rate of Accumulation Full Time Employees:**

All employees covered by this Agreement shall accumulate one (1) sick leave day per month if they work or are compensated by the Employer for fifteen (15) days that month, excluding Worker's Comp., not to exceed twelve (12) days per year, with unlimited maximum accumulation. An employee, while on paid sick leave, will be deemed to be on continued employment for the purpose of computing all benefits referred to in this Agreement, and will be construed as days worked, specifically.

### **B. Part Time Employees:**

Sick leave for part-time employees shall be computed on a pro rata basis to that of the rate of full-time regular employees.

### **C. Credits:**

New employees shall be permitted to use sick leave credit beginning with the second month of employment. Advance use of future credits for sick leave shall not be permitted. If the absence occurs due to illness and no credit exists, the employee is removed temporarily from the payroll. For personnel employed longer than six (6) months, in the absence of an accumulated sick leave credits accumulated annual leave will be automatically applied in cases of illness absence. Additional sick leave may be granted without pay and at the discretion of the Department Head.

### **D. Utilization:**

Sick leave may be utilized by an employee in the event of his/her illness or injury. Five (5) sick leave days per calendar year which have been accrued by an employee may be used for illness or injury for the employee's parent or foster parents, brothers, sisters, and any person for whose financial or physical care he/she is principally responsible. For the employee's spouse and children, earned sick leave may be used under the terms noted above without the five (5) day limit.

### **E. Annual Leave for Sick Leave:**

An employee with an accumulation of both annual and sick leave may use annual leave as sick leave if he/she so desires.

### **F. Sick Leave Payment Upon Separation or Death:**

One-half (1/2) of accrued unused sick leave days, to a maximum of sixty (60) days, will be paid upon death, as required under law. An employee with eight (8) or more years of continuous service with the County will upon actual retirement or resignation from County service receive one-half (1/2) of their accrued unused sick leave days to a maximum of sixty (60) days.

### **G. Physician's Verification:**

If the Department Head has reasonable cause to believe that an employee is abusing sick leave, the Department Head may require a doctor's verification of sick leave use. Falsification of such evidence is deemed cause for disciplinary action.

**H. Sick Leave Buyback:**

If an employee uses four (4) sick days or less during a calendar year, the employer will pay fifty percent (50%) of the sick leave earned by and not used by the employee for that year. The remaining earned sick leave not paid off or used will be accumulated. The employee has the option, as to whether they want to be paid off sick leave as noted above or whether they want to accumulate same. The option must be exercised on or before December 1 of each year.

EXAMPLE: An employee does not use any sick leave, which he/she earned in a calendar year. That employee will be paid off six (6) days of sick leave if he/she exercises his/her option.

**I. Employer's Right to Require Examination:**

The Employer reserves the right to require an employee, at the Employer's expense, if not covered by the employee's insurance, to take a physical or mental examination if it should appear that said employee is having difficulty in performing his/her duties. Only the Controller/Administrator may require a mental exam. The physical or mental examination shall be given by a doctor selected by the Employer. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing. If the dispute still exists, at the request of the Employer or employee, the designated physician of the Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third party shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of said examination, the Employer may take appropriate action.

**J. Doctor's Statement:**

An employee returning from a leave of absence may be required by the Employer to furnish a doctor's statement as to his/her ability to return to work.

**ARTICLE 30 WORKERS' COMPENSATION**

**A. Supplementation of Worker's Comp With Sick Leave:**

Each employee will be covered by the applicable Workers' Compensation Laws. In addition, the Employer agrees to allow an employee to make up the difference between Workers' Compensation and an employee's applicable net weekly earnings by using accumulated sick leave.

**B. Continuation of Insurance:**

An employee who is off work while covered by Workers' Compensation will have medical insurance and life insurance coverage continued after all of his/her sick leave and vacation time are exhausted for up to six (6) months to be paid for by the County. Thereafter, the employee may continue his/her medical insurance and/or life insurance for a period determined by the insurance carriers by paying the full cost of the premiums. Payments shall be made through the Controller/Administrator's Office.

## **ARTICLE 31 FUNERAL LEAVE**

Should a death occur among the following family members (i.e., spouse, child, step child, grandparent, grandchild, parent, sibling, father-in-law, mother-in-law, sister or brother-in-law, foster child currently placed with the employee by the court) of an employee, three (3) days' funeral leave with pay will be allowed. Should a death occur among the following family members (i.e., spouse, child, parent) of an employee, the employee shall be allowed two (2) additional days with pay using sick leave days or vacation leave days. The choice to use sick or vacation leave for the additional days will be at the employee's discretion.

## **ARTICLE 32 HOLIDAY PROVISIONS**

### **A. Designated Holidays:**

New Year's Day	Martin Luther King Day
President's Day	Good Friday (4 hours for employees normally scheduled for duty only)
Memorial Day	Labor Day
July 4 <sup>th</sup>	Thanksgiving Day
Veterans Day (November 11 <sup>th</sup> )	Christmas Eve
Day after Thanksgiving	Christmas
Floating Holiday (1)	

### **B. Rate of Pay for Holidays:**

Employees will be paid their current rate based upon their regular work day for said holidays.

### **C. Holiday Included in Overtime:**

Holiday pay for hours not worked shall be included in any overtime pay calculation.

### **D. Holidays Falling on Weekends:**

If a holiday falls on Sunday, Monday shall be considered the holiday; if a holiday falls on Saturday, the parties will mutually agree on the day for the celebration of the holiday. If a holiday falls on an employee's scheduled day off, the parties will mutually agree on the day for the celebration of the holiday.

### **E. Holidays for Part Time Employees:**

Regular part-time employees hired after June 24, 1998, will only receive holiday pay for holidays falling on their regularly scheduled workdays.

### **F. Working Days Before or After Holiday:**

Notwithstanding the above provisions for holiday pay, such holiday pay will not be allowed an employee when he/she fails to work the Employer's full last scheduled work day before and the Employer's full first scheduled work day after the holiday, except when he/she has been excused by his/her Supervisor.

**G. Floating Holiday:**

After the completion of the probationary period, all employees shall be entitled to one annual floating holiday per calendar year which must be used within that calendar year. The floating holiday is to be taken in the same manner as vacation leave.

**ARTICLE 33 VACATION LEAVE**

**A. Eligibility:**

- 1. An employee employed on or before January 1, 1986, will earn credits towards vacation with pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Accumulative</u>
0-6 months	1/2 day per month
6 months - 5 years	1 day per month
5 or more years	1-1/2 days per month
30 day limit on accumulation	

- 2. All employees hired after January 1, 1986, shall earn credits toward vacation with pay in accordance with the following schedule:

<u>Length of Service</u>	<u>Vacation Accumulative</u>
0-6 Months	1/2 day per month
6 months - 5 years	1 day per month
5-10 years	1 1/4 days per month
10 years	1 1/2 days per month
30 day limit on accumulation.	

Vacation is earned on a monthly prorata basis. All employees covered by this agreement shall accumulate vacation accrual if they work or are compensated by the Employer for ten (10) days that month. Vacation shall not be credited until an individual has been employed for six (6) months. At that time, the employee shall receive a credit for vacation computed from the date of employment. Vacation time shall be credited to the individual at the end of each month following the probation period. No vacation shall be taken until earned.

**B. Scheduling:**

Vacation will be granted at such times during the year as requested by the employee, if possible.

**C. Waiver of Vacation:**

A vacation may not be waived by an employee and extra pay received for work during the period.

**D. Illness During Scheduled Vacation:**

If an employee becomes ill and is under the care of a duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The Employer may require medical verification.

**E. Death in Immediate Family:**

In the event of a death in the immediate family during the vacation, the vacation will be rescheduled.

**F. Vacation Leave Payment Upon Separation or Death:**

All accumulated Vacation Leave will be paid, upon death, as required under law. If an employee is laid off or retired, or severs his/her employment, he/she will receive unused vacation credit including that accrued in the current calendar year.

**G. Rate During Vacation:**

Vacation shall be paid at an employee's regular rate of pay. An employee while on paid vacation will receive all benefits provided for in this Agreement.

**H. Prepayment of Vacation Pay:**

An employee may receive his/her vacation pay on the pay day immediately in advance of his/her vacation period provided the employee serves written notice of such a request on his/her Department Head at least three (3) weeks in advance of his/her vacation period.

**ARTICLE 34 INCLEMENT WEATHER**

Employees may use an earned sick leave day or earned vacation day when they are unable to report for work because of a severe snow or ice storm if every reasonable effort was made to report for work. If the County Building is closed, employees will not be charged for the time off.

**ARTICLE 35 HOSPITALIZATION MEDICAL COVERAGE**

**A. Health Insurance:**

The County will provide health insurance coverage for all full-time employees, employees regularly working over thirty (30) hours per week, and their dependents. The Employer agrees not to reduce or create positions solely to eliminate paying benefits. The insurance coverage will be a basic insurance plan consisting of the Blue Care Network Healthy Blue Living 5 Plan as described in the Mecosta County Plan Document, or its equivalent. Employees going to the HBL 5 in 2013 shall be allowed to take up to one and one half (1 ½) hours of uncharged leave for their initial health maintenance examination.

**B. Basic Plan:**

The basic insurance program shall include a \$10.00 generic/\$40.00 Brand name prescription drug rider with the Blue Care Network Two Tier Closed Formulary Plan with contraceptive coverage.

**C. Premiums:**

The employee premium cost share shall be 10% for each classification (single/two party/family) so long as the resulting Employer premium cost share for each classification does not exceed the PA 152 caps. If the premium increases to more than 110% of the cap for any classification the employee

premium cost share shall be the amount over the cap. Payment of the employee's share shall be made through payroll deduction.

**D. Dental and Vision Coverage:**

The County agrees to provide dental coverage and vision care coverage for all full-time employees and their dependents.

**E. Insurance Carriers/Self Insurance:**

The Employer retains the right to change insurance carriers or go to self-insurance, provided comparable insurance is provided.

**F. Waiver:**

Bargaining unit members who are personally covered under another health insurance program, i.e., through spouse's or parents' employer, and therefore not electing health insurance coverage may receive \$2,708 annually if waiving health insurance, and \$3,000 annually if waiving health, dental and vision insurance. An employee electing this option bears the risk of being denied coverage later for pre-existing conditions and shall only be eligible to enroll as determined by the insurance carrier according to the Health Insurance Portability and Protection Act (HIPPA). If an employee chooses, they may waive Dental and/or Vision Coverage and apply the premium amount to the employee's share of the premium for Hospitalization Insurance. If the waived coverage exceeds the employee's share of the premium for Hospitalization Insurance, no refund will be made to the employee. Employees waiving Dental and/or Vision Coverage will only be allowed to re-enroll for these coverages during the annual open enrollment period. Employees may only elect to waive dental and vision coverage for application to the employee's share of the premium amount during the annual open enrollment period.

**G. Retiree Health Care:**

Employees who retire from County service, at their own expense, may continue health insurances and dental insurance, for themselves and their spouse at the time of retirement, by paying the premiums. Coverage and premiums for retirees, prior to eligibility for Medicare, will be the same as that of active employees. An employee's surviving spouse covered under the County's Retiree Health Insurance, may at their own expense, continue group health, dental, and vision insurance by paying the premiums. The above is contingent upon the insurance carriers permitting retired employees being allowed to pay for same.

**H. Health Care Savings Program:**

The County agrees to participate in the MERS Health Care Savings Program. The County will contribute five dollars (\$5) per month to the program for each eligible full time employee, as defined in section A. Additional Employee contributions will be in accordance with MERS Program Requirements.

**I. Other Insurance Options:**

1. The Union may request another Health Care Plan, if agreed to the members shall pay 100% of the premium cost over the employer share of the HBL 5 Plan.



2. If the County offers another healthcare plan, to any unit, AFSCME members shall be allowed to voluntarily enroll in that plan. This does not apply to any Public Act 312 award of another plan.

## **ARTICLE 36 LIFE INSURANCE COVERAGE**

### **A. Benefit Level:**

Term life insurance will be provided by the Employer for each full time employee in the amount of twenty thousand dollars (\$20,000.00) with a double indemnity rider. The premiums will be fully paid by the Employer.

### **B. Continuation:**

After all sick leave and vacation time are exhausted, the Employer agrees to provide term life insurance coverage as outlined in this Article during an employee's absence from work for up to three (3) months. Thereafter, the employee may continue his/her coverage for a period determined by the insurance carrier by paying the full cost of the premium. Payments shall be made through the Controller/Administrator's Office.

### **C. Retiree Life Insurance:**

A retired employee may continue his/her life insurance for a period determined by the insurance carrier by paying the full cost of the premium. Payments shall be made through the Controller/Administrator's Office.

## **ARTICLE 37 LONGEVITY**

### **A. Eligibility:**

Employees hired prior to July 1, 1995 will receive an annual longevity payment. Such payment will be in accordance with the following schedule.

5 - 9 years	\$460.00
10 or more years	\$720.00

Employees hired on or after July 1, 1995 will not be eligible for longevity payments:

### **B. Part Time Employees:**

Part time employees shall receive longevity on a pro rata basis under the same conditions as a full time employee.

**ARTICLE 38 PENSIONS**

**A. Defined Benefit:**

For employees hired prior to January 1, 2001, the pension provisions now in effect, including the B-4 and E-2, shall be continued with the employee contributing 1% through payroll deduction and the Employer contributing the balance.

**B. Defined Contribution:**

Employees hired after January 1, 2001, shall be covered under the Michigan Municipal Retirement System (MERS) Defined Contribution Plan (D/C). When an employee is hired the employee will have two options to choose from. The employee's option choice is final and irrevocable.

- Option 1: The Employer contributes six percent (6%) of the employee's salary to the retirement plan and the employee contributes zero percent (0%).
  
- Option 2: The Employer contributes nine percent (9%) of the employee's salary to the retirement plan and the employee contributes three percent (3%) of salary to the plan.

Vesting of the D/C plan will be in accordance with the following schedule:

<u>Completed Years of Service</u>	<u>Percent vested</u>
2 years	20%
3 years	40%
4 years	60%
5 years	80%
6 years	100%

**ARTICLE 39 COMPUTATION OF BENEFITS**

All hours paid to an employee by the Employer shall be considered as hours worked for the purpose of computing any of the benefits under this Agreement.

**ARTICLE 40 UNEMPLOYMENT INSURANCE**

The Employer agrees to provide, through the services of the Michigan Employment Security Commission, unemployment insurance coverage for all employees under this Agreement. The Employer retains the right to consider any alternative source for the funding of unemployment insurance. Negotiations with the Union will be conducted before changing the current method of funding unemployment insurance.

## **ARTICLE 41 UNION BULLETIN BOARDS**

The Employer will provide bulletin boards at each work location which may be used only by the Union for posting notices pertaining to Union business.

## **ARTICLE 42 CONTRACTING AND SUB-CONTRACTING OF WORK**

During the term of this Agreement the Employer will not sub contract bargaining unit work if it results in a layoff or reduction of regularly scheduled hours of any employee.

## **ARTICLE 43 WORK PERFORMED BY SUPERVISORS**

The Employer reserves the right to hire or use the services of non-bargaining unit persons to perform bargaining unit work as it has in the past which include but is not limited to co-op students, etc. Such persons shall not be covered by this Contract.

Nothing in this Contract shall be construed to prevent elected officials and/or supervisors from performing bargaining unit work at any time. The Employer will not hire supervisors to replace bargaining unit employees on layoff or lay off employees and then hire supervisors to replace them.

## **ARTICLE 44 TRAINING AND LICENSURE**

### **A. Mandated Training and Testing:**

If an employee is required by the Employer to attend educational or training workshops, seminars, classes or sessions, the employee shall be paid his/her regular wages, (if time is lost) from regular work time in addition to the cost of attending, i.e., tuition, registration fee, required materials, books, mileage, meals, and lodging, shall be paid by the Employer. An employee required to take a test for license shall not suffer a loss of time or pay if such testing is scheduled during working hours, and they shall be paid travel expense at the mileage rate established as contained herein.

### **B. Reimbursement Limits:**

The County retains the right, from time to time, to set the reimbursement limits for mileage, meals, and lodging (subject to the other terms of this agreement). Reimbursement under this Article for meals and lodging only applies if the activity occurs outside Mecosta County.

### **C. Prior Approval:**

Employees must receive prior approval of their Department Head and must arrange their schedules to least interfere with time lost from work.

## **ARTICLE 45 CAR ALLOWANCE**

The County will reimburse employees for each mile of official use in accordance with the rate established by the Internal Revenue Service's Standard Mileage Rate for Simplified Method of Computing Deductible Costs in the Operating of Passenger Automobiles for Business Purposes for Employees, as established by Revenue Procedure 80-7 and updates thereof. Miles shall always be computed on the basis of the shortest distance between the point of departure and destination, when such use is authorized by the County. A County car may be furnished in lieu of mileage where applicable at the option of the Employer.

## **ARTICLE 46 DISTRIBUTION OF AGREEMENT**

The Employer agrees to make available to each employee a copy of this Agreement and to provide a copy of the same agreement to all new employees entering the employment of the Employer.

## **ARTICLE 47 SEPARABILITY**

If any section of this Agreement, or any riders thereto, should be held invalid by operation of law, or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any rider thereto, or the application of such section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement.

## **ARTICLE 48 SEXUAL HARASSMENT**

Sexual harassment of employees by other employees is strictly prohibited. Any employee engaging in an act of sexual harassment will be subject to disciplinary measures. Additional information or assistance may be obtained from the Controller/Administrator. Complaints regarding this policy may be made to your supervisor, Department Head, and/or the Controller/Administrator.

### **Sexual harassment shall be defined within this policy as follows:**

Sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's

employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

#### **ARTICLE 49 NOTICE OF RESIGNATION BY EMPLOYEE**

Two (2) or more weeks' written notice of resignation shall be required of employees unless waived in writing by the Department Head. Failure to provide such notice shall result in forfeiture of payout of accrued vacation and/or sick leave for up to ten (10) days.

#### **ARTICLE 50 SUPPLEMENTARY EMPLOYMENT**

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- That the additional employment must in no way conflict with the employee's hours of employment, or conflict in any way with satisfactory and impartial performance of his/her duties.
- The Department Head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours if possible prior to engaging in supplemental employment.

#### **ARTICLE 51 TERMINATION AND MODIFICATION**

##### **A. Effective Dates:**

This Agreement shall become effective as of January 1, 2013, and shall continue in full force and effect until 11:59 p.m., December 31, 2015.

##### **B. Notification of Amendment or Termination:**

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

**C. Continuation:**

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

**D. Termination:**

If notice of amendment of this Agreement has been given in accordance with the above paragraphs, this Agreement may be terminated by either party on ten (10) days written notice of termination. Notice shall be in writing and shall be sufficient if sent by certified mail, address it to the Union to Michigan Council #25 AFSCME, AFL-CIO; 1034 N. Washington Avenue; Lansing, MI 48906; and if to the Employer, addressed to Mecosta County Board of Commissioners; 400 Elm Street; Big Rapids, MI 49307, or to any such address as the Union or the Employer may make available to each other.

**E. Amendments:**

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

**F. Wage Scale Reopener:**

Either party may request a reopening of negotiations for wages only for 2014 or 2015. Such a reopening must be requested not before September 1<sup>st</sup>, nor later than October 1<sup>st</sup> of the year prior. By September 1<sup>st</sup> of 2013 and 2014 the employer agrees, upon receipt of a written request from the Union, to provide to the Union the latest revenue and expense projections for the current year.

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

**MECOSTA COUNTY EMPLOYEES  
CHAPTER OF LOCAL #1865,  
MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO**

**MECOSTA COUNTY BOARD  
OF COMMISSIONERS**

By \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson

By \_\_\_\_\_

By: \_\_\_\_\_  
Prosecuting Attorney

By \_\_\_\_\_

By: \_\_\_\_\_  
County Clerk

By \_\_\_\_\_

By: \_\_\_\_\_  
Treasurer

By: \_\_\_\_\_  
Register of Deeds

By: \_\_\_\_\_  
Drain Commissioner

## APPENDIX A WAGE AND CLASSIFICATIONS

### Classifications

- Level 1: Vacant
- Level 2: Vacant
- Level 3: Custodian, Clerk, Receptionist, Homemaker Aide, Respite Aide
- Level 4: Cook II
- Level 5: Secretary
- Level 6: Permit Technician, Transportation Coordinator, Senior Center Coordinator, Chief Clerk, Maintenance Assistant Supervisor
- Level 7: Deputy Court Clerk, Senior Accountant, Legal Assistant, Senior Permit Technician, Appraiser
- Level 8: Outreach Worker, Senior Legal Assistant, Accounts Payable/Accounting Specialist, Maintenance Carpenter, Payroll Clerk, Appraiser/Mapping Specialist
- Level 9: Senior Appraiser, In-Home Services Coordinator
- Level 10: Electrical Inspector, Building Inspector

### 2013 Pay Scale

Pay Grade	Start	1 year	2 year	3 year	4 year
1	\$9.28	\$9.82	\$10.37	\$10.97	\$11.59
2	\$9.82	\$10.38	\$10.98	\$11.60	\$12.26
3	\$10.35	\$10.95	\$11.57	\$12.23	\$12.93
4	\$10.75	\$11.36	\$12.02	\$12.70	\$13.83
5	\$11.89	\$12.56	\$13.29	\$14.06	\$14.86
6	\$13.03	\$13.78	\$14.57	\$15.42	\$16.30
7	\$13.95	\$14.74	\$15.59	\$16.49	\$17.43
8	\$14.97	\$15.83	\$16.74	\$17.71	\$18.72
9	\$16.00	\$16.93	\$17.90	\$18.92	\$20.01
10	\$17.37	\$18.37	\$19.42	\$20.54	\$21.73

### 2014 Pay Scale

Pay Grade	Start	1 year	2 year	3 year	4 year
1	\$9.28	\$9.82	\$10.37	\$10.97	\$11.59
2	\$9.82	\$10.38	\$10.98	\$11.60	\$12.26
3	\$10.35	\$10.95	\$11.57	\$12.23	\$12.93
4	\$10.75	\$11.36	\$12.02	\$12.70	\$13.83
5	\$11.89	\$12.56	\$13.29	\$14.06	\$14.86
6	\$13.03	\$13.78	\$14.57	\$15.42	\$16.30
7	\$13.95	\$14.74	\$15.59	\$16.49	\$17.43
8	\$14.97	\$15.83	\$16.74	\$17.71	\$18.72
9	\$16.00	\$16.93	\$17.90	\$18.92	\$20.01
10	\$17.37	\$18.37	\$19.42	\$20.54	\$21.73



**2015 Pay Scale**

Pay Grade	Start	1 year	2 year	3 year	4 year
1	\$9.28	\$9.82	\$10.37	\$10.97	\$11.59
2	\$9.82	\$10.38	\$10.98	\$11.60	\$12.26
3	\$10.35	\$10.95	\$11.57	\$12.23	\$12.93
4	\$10.75	\$11.36	\$12.02	\$12.70	\$13.83
5	\$11.89	\$12.56	\$13.29	\$14.06	\$14.86
6	\$13.03	\$13.78	\$14.57	\$15.42	\$16.30
7	\$13.95	\$14.74	\$15.59	\$16.49	\$17.43
8	\$14.97	\$15.83	\$16.74	\$17.71	\$18.72
9	\$16.00	\$16.93	\$17.90	\$18.92	\$20.01
10	\$17.37	\$18.37	\$19.42	\$20.54	\$21.73

**APPENDIX B DUES AUTHORIZATION FORM**

To: \_\_\_\_\_  
EMPLOYER

I hereby request and authorize you to deduct from my earnings one of the following:

An amount established by the Union as monthly dues.

or

An amount equivalent to monthly union dues, which is established as a service fee.

The amount deducted shall be paid to Michigan Council 25, AFSCME, AFL-CIO in behalf of Local \_\_\_\_\_.

By: PLEASE PRINT:

\_\_\_\_\_  
First Name                      Last Name                      Initial

\_\_\_\_\_  
Street Number                      Street Name

\_\_\_\_\_  
City                      Zip Code

\_\_\_\_\_  
Area Code                      Telephone Number

\_\_\_\_\_  
Signature                      Date

**E. Amendments:**

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

**F. Wage Scale Reopener:**

Either party may request a reopening of negotiations for wages only for 2014 or 2015. Such a reopening must be requested not before September 1<sup>st</sup>, nor later than October 1<sup>st</sup> of the year prior. By September 1<sup>st</sup> of 2013 and 2014 the employer agrees, upon receipt of a written request from the Union, to provide to the Union the latest revenue and expense projections for the current year.

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

**MECOSTA COUNTY EMPLOYEES  
CHAPTER OF LOCAL #1865,  
MICHIGAN COUNCIL #25  
AFSCME, AFL-CIO**

By [Signature]

By Kimberly Neuman

By Sheila Lee

By \_\_\_\_\_

**MECOSTA COUNTY BOARD  
OF COMMISSIONERS**

By [Signature]  
Chairperson

By [Signature]  
Prosecuting Attorney

By [Signature]  
County Clerk

By [Signature]  
Treasurer

By [Signature]  
Register of Deeds

By [Signature]  
Drain Commissioner