

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 9<sup>th</sup> day of August, 2022, 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 and Courts depends upon the County's and 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 and Courts.
3. To these ends, the County and 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.
  - a. 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.
  - b. For the purpose of this Agreement, the word "Employer-Courts" means the respective judges, individually or collectively as the case may be of the following divisions/departments:

- 4th Judicial Circuit Court:
  - Circuit Court
  - Family Court
  - Probate Court
  - Friend of the Court (Sub-Departments Consisting Of):
    - SSU (Support Services Representative)
    - Accounting
    - Enforcement
    - Bench Warrant
    - Casework
    - ADR
    - Interstate-Investigation
    - Enforcement Specialist
  - Youth Center
- County Clerk Departments Consisting of:
  - Court Services
- 12<sup>th</sup> District Court (Sub-Departments Consisting of):
  - Civil
  - Criminal/Traffic
  - Probation
  - Court Officer
  - Warrant Officer

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 58 hours per 80 hour pay period.

c. Special Part-Time. The Department on Aging 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 hired to a full-time or part-time position without a break in service, their 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 or consistently scheduled less than 40 hours per 80 hour pay period. Days worked as a casual employee shall not count as days worked as a temporary employee. The Union will be notified of any casuals hired or terminated from affiliated AFSCME positions.

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 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, brother in-law, sister in-law, son in-law, daughter in-law, grandparents, grandparents in-law, grandchildren, parent-in-law, and any other person for whose financial and physical care the employee is principally responsible.

### **C. RECOGNITION**

1. The Employer and Employer-Courts, 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 and Jackson County Courts, but excluding however, the following:

- a. Elected Officials, Department Heads, Professional employees, Supervisors, Managerial employees, and confidential employees;

- b. Michigan Nurses' Association employees;
- c. District Court Probation Officers Association employees;
- d. Command Officers Association of Michigan;
- e. Police Officers Association of Michigan: Road Patrol
- f. Police Officers Association of Michigan: 911 Communication Technicians
- g. Police Officers Association of Michigan: Corrections Deputies
- h. Temporary, casual and co-op employees;
- i. Attorney Referee/Magistrates Association of Jackson County;
- j. Command Officers Association of Michigan – Jackson County Corrections Supervisors;
- k. International Union of Operating Engineers: Jackson County Road Workers;
- l. Assistant Prosecutor's Association;
- m. All other employees of the County of Jackson/Jackson County Courts not designated above as represented or not designated above as excluded.

#### **D. UNION MEMBERSHIP AND CHECK-OFF**

1. PURPOSE. The Employer, Employer-Courts, 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, Employer-Courts or the Union, or its agents, or their members unlawfully discriminate against any employee because of exercising of their rights under PERA or this Agreement.

2. During the term of this Agreement, for those employees for whom properly executed payroll deduction authorization forms are delivered to the Employer's Human Resources Department by the first working day of each month, the Employer will deduct from their pay the first pay period of each month, the monthly Union dues as designated by the Finance Officer of the Union and shall promptly remit any and all amounts so deducted to the Secretary-Treasurer of Michigan Council No. 25, AFL-CIO.

The Employer may return any incomplete or incorrectly completed authorization forms to the Union's Treasurer, and no check off shall be made until such deficiency is corrected. Thirty (30) days from the date of this agreement, the Employer will provide the Secretary-Treasurer of Michigan Council No. 25 and the local Union President a list of names and addresses of those who were either added or dropped from the previous month's report and the reason for the employees' change in status and, in addition, shall receive each month a list of the names and amount of dues paid. Any changes in status will be reported monthly, as above.

The Employer shall only check off obligations which come due at the time of check off, and will make check off deductions only if the employee has enough pay to cover such obligation. If an employee withdraws their check off authorization form, no deduction shall be made commencing the pay period in which the form was withdrawn. The Employer is not responsible for any refund to employee if they have duplicated a check off deduction by direct payment to the Union.

The Union agrees to indemnify and hold the Employer and Employer-Courts harmless against any and all claims, suits and other forms of liability that may arise out of or by reason of action taken in reliance upon such individual authorization form or by reason of the Employer's and Employer-Courts compliance with the provisions of this Article.

3. Employees who have completed their probationary period may voluntarily become members of the Union or cause to be paid to the Union, a representation fee which represents the Union's expense to negotiate and administer this Agreement, which sum shall not exceed the monthly dues paid by Union members. All dues and representation fees shall be utilized by the Union in conformity with the law. Newly hired employees in this bargaining unit will be provided with a copy of the check off authorization form by the Union. To facilitate this, the Employer will give notice to the Union of all newly hired employees within then (10) calendar days of their start of employment.

In the event Public Act 349 of 2012 is either overturned with no further appeals or repealed, the language in Article D. Union Membership and Check-Off (formerly Union Representation – Dues and Fees) shall revert back to the language in effect prior to the Act.

4. 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.

5. 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.

6. 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, Public Defender, and County Garage.
- One (1) steward for the Facilities Department
- One (1) steward at large.
- Two (2) stewards at the Jackson County Health Department (Human Services Building).
- Seven (7) stewards for Courts and County Clerk as follows:
  - i. One (1) – 12<sup>th</sup> District Court
  - ii. Two (2) – Circuit/Family/Probate Court and Friend of the Court
  - iii. One (1) – County Clerk
  - iv. Three (3) – Youth Center.

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 them 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 Chairperson 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.

7. **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/Employer-Courts 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 or Employer-Courts.

8. Workplace Enhancement, Goals and other County-wide teams will include representation from the Health Department, County General, Courts, and 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 as an AFSCME representative. 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, EMPLOYER-COURTS AND UNION RESPONSIBILITY**

1. The Employer and Employer-Courts 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 and Employer-Courts is vested exclusively in it and the Employer and Employer-Courts 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 and Courts' business and of the employees of the County and 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, 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 and Courts. Any powers or authorities of the Employer and Employer-Courts which are not abridged, delegated or modified specifically by this Agreement are retained by the Employer and Employer-Courts.

2. No lockout of the employees shall be instituted by the Employer or Employer-Courts 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 and Court employees. This restriction shall apply to the Employer, Employer-Courts, 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, Employer-Courts, 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. When requested, the Employer shall provide to the Chapter Chairperson a list of Department Heads, Division Heads, Supervisors, and the Labor Relations personnel of the County and Courts.

## **F. SENIORITY**

1. PROBATIONARY PERIOD. Employees shall not have seniority status until after successfully completing a ninety (90) calendar day probationary period. An employee who successfully completes the Probationary 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.

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

Employees whose probationary period has been extended will be eligible for health and welfare benefits after 90 days of employment, and eligible for all other applicable benefits after one-hundred eighty (180) 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 and Employer-Courts 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. The employee shall become benefit eligible upon the date that the Employer or Employer-Courts grants seniority status.

5. SENIORITY STATUS. Upon successful completion of the probationary period, or upon waiver of the probationary period by the Employer or Employer-Courts, 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 and Employer-Courts agrees to recognize and apply the principle of seniority as follows:

a. Departmental /Sub-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, shift assignment and/or Sub-Departmental seniority shall first apply followed by Departmental. In the event of a lay-off (and bumping), recall, work assignments, and filling vacant positions, departmental seniority shall first apply.

The Employer-Courts 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-Courts or the employee, it shall be reviewed by the Employer-Courts with the employee, with consideration being given to the needs of both, in an attempt to accommodate all concerned.

b. Unit-Wide Seniority. There shall be no unit-wide seniority, except employees hired in Unit D (Courts) from Units B (Health) or C (County General) 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, paid time off accrual, 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.

c. 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.

d. 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 their 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 or Employer-Courts 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 or Employer-Courts and obtain a leave of absence. The Employer or Employer-Courts may issue a termination notice in such case.

c. An employee fails to report for seven (7) calendar days after they are 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 they shall be considered to have quit. Seven (7) calendar days shall commence based on the postmark of their 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 of absence or statements on the employee's 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 their seniority status but upon release from service under honorable conditions, they shall be re-employed by the Employer or Employer-Courts under the provision of the Universal Military Training and Service Act provided they report 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 or Employer-Courts will review their case with the Union as to whether or not they should be re-employed, but generally such person shall not be entitled to re-employment. The Employer and Employer-Courts 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 in which the County is planning to bring back the employee within a period not to exceed 12-months.
2. PERMANENT LAY-OFF. A permanent lay-off is a lay-off 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 which may be based on positional needs of shift.
  - f. Full-time employees

The Employer and Employer-Courts 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 or Employer-Courts 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 and full-time or part-time status in the following order provided they either held the position previously, or have the qualifications, experience, and training required to immediately fill the position. Full-time employees may bump full-time or part-time employees,

part-time employees may bump part-time employees only.

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 Unit D Court employees are limited exclusively to the department in which the laid off individual is employed, i.e., 4<sup>th</sup> Judicial Circuit Court employees may not bump into the 12<sup>th</sup> District Court and 12<sup>th</sup> District Court employees may not bump into the 4<sup>th</sup> Judicial Circuit Court.

Unit D Court employees may not bump into Unit C County General or Unit B Health Department classifications nor may Unit C County General or Unit B Health Department employees bump into Unit D 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. Employees waiving seniority rights and taking the layoff may not arbitrarily bump at a later date.

Bumping Trial Period. When an employee bumps into a new classification, the supervisor and/or department head will determine within fourteen (14) calendar days if the employee has the 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 department head and employee affected. If the decision is that the employee is not able to perform the work or in the event the employee disqualifies him/herself within the fourteen (14) calendar day trial period, they will be required to take the layoff.

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 their department for purposes of Article H. for a period of eighteen (18) months and shall accumulate departmental seniority in the department to which they 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 and Employer-Courts informed of their current address.

## **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 their position for any number of consecutive two hour integrals not to exceed one-hundred (100) calendar days.

3. FILLING TEMPORARY VACANT POSITIONS. The Employer or Employer-Courts may fill a temporary vacant position by transferring the senior qualified employee within the department and if none is available may be filled at the employer discretion for a period not to exceed one hundred (100) calendar days. The temporary assignment may be extended by mutual agreement between the Employer or the Employer-Courts and Union. The temporary position may be terminated at any time, by either party, with at least a two (2) week notice.

- a. Youth Center Only. In an emergency or in the event of a temporary leave of a Shift Supervisor, and at the discretion of management, a Youth Specialist may be placed into a non-union Shift Supervisor position on a temporary basis up to one hundred (100) calendar days. The temporary assignment may be extended by mutual agreement of the parties. The temporary position may be terminated at any time, by either party, with at least a two (2) week notice.

At the discretion of the Youth Center Director, the Youth Specialist will be selected based on their ability to perform the job and not on seniority. While in the temporary non-union Shift Supervisor position, union seniority will continue to accrue and they will remain on the overtime rotation list.

4. FILLING VACANT POSITIONS. Vacant positions shall be filled by the most senior bidding employee, if qualifications, ability to perform the job and matters such as experience, training, education, physical and technical qualifications required are equal.

The Department Head/Elected Official or the Chief Judge may deny a transfer bid if the bidding employee has had a written disciplinary warning or suspension within the past 24 months, or an oral disciplinary warning within the last 12 months. A notice of denial will be provided in writing to the bidding employee and the union.

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 Unit B Health Department and Unit C 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 or Employer-Courts may fill the vacant position at the Employer's or Employer-Courts 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 ALTERNATIVE DISPUTE RESOLUTION (ADR) SPECIALIST POSITIONS IN FRIEND OF THE COURT. The filling of vacant Alternative Dispute Resolution 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.

9. FILLING VACANT YOUTH SPECIALIST COORDINATOR POSITIONS AT YOUTH CENTER. The filling of vacant Youth Center Specialist Coordinator positions shall be at the discretion of the Youth Center Director and not subject to Union seniority rights.

a. Youth Center Specialist Coordinator's will be allowed to work overtime as a Youth Specialist and will be paid at the rate of a Youth Specialist (pay step to correspond to their pay step as a Youth Specialist Coordinator).

b. If the Youth Specialist Coordinator is selected to fill in as a temporary non-union Shift Supervisor (under the provisions of H. Vacant Positions, 3. Filing Temporary Vacant Positions (a) they will be paid at the rate of the Shift Supervisor (pay step to correspond to their pay step as a Youth Specialist Coordinator).

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

11. VACANT AFSCME POSITION POSTING. If the Employer or Employer-Courts determines to fill the resulting position, it shall be published on the County's electronic job board for a minimum of seven (7) calendar days. Hours will be indicated on part-time position postings but the Employer or Employer-Courts 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 Union President and Vice President.

12. APPLICATIONS FOR VACANT POSITION. An employee desiring to be transferred to a posted vacant position shall submit an Internal Candidate Vacant Position Interest Form along with an updated resume.

13. APPLICATION FOR VACANT POSITION. An employee desiring to be transferred to a posted vacant position shall make written application through the County's electronic job board.

14. 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 or Employer-Courts.

b. In the event an employee is found to be unable to perform the work required, the employee shall be returned to their prior position, and the Employer or Employer-Courts 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 their new position and/or work environment during the fourteen (14) calendar day Trial Period, they shall have the right to return to their 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.

15. RATE OF PAY/PROMOTIONS. Commencing with the first full pay period following promotion, the promoted employee shall be placed in the step which results in a pay increase of at least 3% and will progress in accordance with the established wage scheduled based on length of time between steps.

16. 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 or Employer-Courts 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. 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.
6. MEETINGS CONCERNING GRIEVANCES. The Union representatives shall meet at reasonable times with representatives of the Employer or Employer-Courts 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.
7. 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 their immediate supervisor within seven (7) business days from the knowledge of its occurrence. The supervisor shall give the employee a verbal answer within seven (7) business days 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) business 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) business 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) business 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) business 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) business 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) business 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 their 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) business 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) business 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, Employer, and Employer-Courts 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 arbitrator's powers shall be limited to the application and interpretation of this written Agreement and they shall at all times be governed wholly by the terms of this Agreement. The arbitrator shall have no power or authority to amend, alter or modify this Agreement either directly or indirectly. If the grievance concerns matters not within the jurisdiction of the arbitrator it shall be returned to the parties without decision.

The decision of the arbitrator shall be final, conclusive, and binding upon all employees, the Employer, the Employer-Courts, 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 or Employer-Courts. All other expenses shall be borne by the individual parties

## **J. WORK RULES**

1. WORK RULES. The Employer and Employer-Courts have the right to promulgate and establish work rules, on a departmental basis, which are reasonably related to the goals and objectives of the County and 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 and Employer-Courts shall submit newly 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 or Employer-Courts, 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 or Employer-Courts enforces the rule through disciplinary action.
3. ENFORCEMENT OF WORK RULES. The Employer and Employer-Courts 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 or Employer-Courts.
5. SAFETY DEVICES. Employees shall use all safety devices as may be specified by the Employer or Employer-Courts.
6. SAFE AND HEALTHFUL WORKING CONDITIONS. The Employer and Employer-Courts agree to take reasonable steps to assure safe and healthy working conditions and the Union agrees to assist the Employer and Employer-Courts 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 their actions and to correct the employee's behavior. Disciplinary action shall be scheduled within twenty-one (21) calendar days after knowledge by the Employer or Employer-Courts. In the event extenuating circumstances arise that delay disciplinary action, the Employer or Employer-Courts 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 them 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 they 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 their 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 or Employer-Courts 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. A copy of all formal disciplinary actions taken shall be provided to the affected employee, Chapter Chairperson/Steward, union President/Vice-President and a copy placed in the employee's personnel file.

b. Oral Warning. A 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.

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 their performance or behavior must be corrected if more severe penalties are to be avoided and shall give direct and concrete instructions for the future. Upon written request, the grievant shall have the opportunity to discuss the oral or written discipline with their 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 or Courts and from being paid by the County or 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.

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.

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. ALL EMPLOYEES: All employees shall be paid on a bi-weekly basis for hours set forth below, except as the Employer or Employer-Courts may otherwise require in the event of Saturday, evening or other overtime work.

2. HOURS. The hours of work for full-time employees shall be determined and scheduled by the Department Head/Elected Official.

3. DEFINITION OF A DAY. Twenty-four (24) hour consecutive period beginning with the employee's starting time on each workday.

4. NORMAL WORKDAY. The normal work day for full-time employees shall be between eight (8) to twelve (12) hours per day as determined by the Department Head, which will include a thirty (30) or sixty (60) minute unpaid lunch break. A normal work day for part-time employees will consist of variable hours not to exceed 29 hours per week. Employees assigned to work outside the core work hours shall be determined as follows:

- a. Employer or Employer-Courts shall provide thirty (30) day notice of change in core work hours.
- b. Employer or Employer-Courts 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.

5. NORMAL WORKWEEK.

The regular work week consists of 7 consecutive 24 hour periods, Monday through Sunday. A normal work week for a full-time employee is forty (40) hours per week, consisting of 8 to 12 hours per day during a consecutive four to five day schedule. A normal work week for a part-time employee ranges from twenty (20) to twenty-nine (29) hours per week and could include variable schedules and variable hours.

This Article shall not restrict the extension of the regular work day or work week on an overtime basis when such is necessary to carry on the business. Employees assigned to work outside of core workweek shall be determined as follows:

- a. Employer or Employer-Courts 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.
  - 1. Individual weekly work schedules for Circuit Court Officers shall be flexible and determined by the Circuit Court Officers respective

assigned Judge and the Chief Judge.

2. If the Circuit Court Officers assigned Judge is scheduled to be out of the office for an entire day, the Circuit Court Officer will not work that day, unless they are filling in for an absent Circuit Court Officer. The Circuit Court Officer, at their discretion, will have the option to use PTO or unpaid time (or a combination of both) for this time.
3. At the discretion and approval of the Chief Judge, should workload dictate, the Circuit Court Officer may work on a day when their respective assigned Judge is not scheduled to work.

b. Employer or Employer-Courts 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.

#### 6. 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.

7. 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.

8. 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.

9. FLEX TIME. When an employee is requested, not required, to be at a County or Court function or program that is outside of their work hours and not a part of the employee's regular work responsibilities, flex time will be allowed at the employee's option. Flex time will also be allowed when an employee requests to flex hours upon mutual agreement with the Department Head or designee. Flex Time arrangement must be scheduled to occur within same work week and should not reduce or increase the total number of scheduled hours for that week.

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

10. RECORD OF HOURS. Employees shall indicate the hours of work each day during the two week pay period using a method provided by the Employer or Employer-Courts. Employees shall submit all hours through the appropriate time collection method for supervisor approval.

## **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.

Youth Center Only: An employee who accepts or is mandated four (4) or more hours of overtime will be placed on the bottom of the rotation list.

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 qualified in sub-department, then most senior qualified in Park's general to least senior qualified, then seasonal qualified. Weekend overtime will be posted in all sub-departments.

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 must be utilized within a 6-month period or shall be paid out by the County. The recording of compensatory time (accrual or utilization) shall be recorded on the employee's bi-weekly timesheet.

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 may request a quarterly report 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. Once the seventh consecutive day has been worked, a new seven day period will begin. This is not applicable to scheduled shift rotations.

## N. WAGES

1. 2022: 3.00% wage increase to each classification effective the payroll after the date of ratification by the parties.

\*Plus a one-time lump sum \$500.00 payment, not added to the pay scale, less applicable payroll withholdings to be paid as soon as practicable after ratification by all parties.

2023: 2.00% wage increase to each classification effective the payroll on or after January 1, 2023.

2024: 2.00% wage increase to each classification effective the payroll on or after January 1, 2024.

Special Note: Step increases are no longer based 100% on length of service. Adoption of the Compensation Study resulted in broadened pay grade ranges and increases the earning potential within each pay grade.

Every pay period Human Resources will review employees who were reset and implement step changes based on internal equity. Internal equity step increases occur when employees within the same job classification, point factoring and department, receive a step because a lower seniority employee becomes eligible for a step increase.

Example: Employee A with 20 years of service was reset to step 4. Employee B (same classification, point factoring and department) was placed in step 4 per the Study and is eligible for a step increase based on 15 years of service. Both employees would be moved to step 5 on Employee B's anniversary date.   

2. SHIFT PREMIUM. The shift premium for bargaining unit personnel working on the second and third shifts shall be \$.50 per hour.
3. EARLY REPORTING: Request to work in excesses of regularly scheduled hours with less than 24 hours of notice (Non-Exempt Hourly Rated Employees). Employees called in ahead of their regular shift or extending the end of their regular shift shall be entitled to either two (2) hours reporting or one and one-half times their 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.

4. CALL-IN. Employees required to physically report for duty at a County facility or off site work location as required by a Department Head/Elected Official which is outside of and not contiguous with the employee's regular work period shall be guaranteed at least four (4) hours pay at their hourly rate of pay or one and one-half times their 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. Those employees that are required to perform work in a remote setting shall be compensated at an overtime rate for actual time worked (one and one half times their regular rate of pay).
5. 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 their current rate of pay.
6. 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 or Employer-Courts 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 or Employer-Courts.
  - c. Submission to Grievance Procedure. If the Union and Employer or Employer-Courts 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/Employer-Courts.
7. ON-CALL. Employees requested by the Employer or Employer-Courts to be on call via an electronic device after scheduled shifts and/or on weekends will be paid one hour of overtime at time and one-half per-day.
8. PAYDAY. The regular payday for all employees shall be every other Friday. All employees will be required to utilize direct deposit for payment of all wages. If a pay day falls on a paid holiday, employees shall receive their paycheck the workday prior to the holiday.

9. WAGE SHORTAGE. If there is a shortage in gross pay due to an employer or payroll system error of more than fifty (50) dollars, it shall be corrected by the Employer no less than the following Wednesday. If there is a shortage in gross pay less than (50) dollars, it shall be corrected in the next paycheck. Timesheet entry errors made by employees and/or approved for submission by employees will be corrected by the employer on the next pay date following written notification.

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

## O. INSURANCE

1. EFFECTIVE DATE OF COVERAGE. Coverage for health and welfare benefits provided for in this Agreement shall be effective 90 calendar days after the employee satisfies all eligibility requirements for the applicable benefit, provided the employee has timely and properly elected coverage.

2. CARRIERS/ADMINISTRATORS. The Employer and Employer-Courts may change the carriers/ administrators of health and welfare benefits available under this Agreement, if the coverage is comparable with Union agreement.

3. GROUP HEALTH PLAN BENEFITS FOR EMPLOYEES. Medical, prescription, dental, and vision benefits offered under the County of Jackson Group Health Plan (as amended and restated from time to time) ("Group Health Plan") shall be made available to full-time employees and part-time employees who are regularly scheduled to work at least 20 hours per week and will normally be scheduled to work more than six months during the plan year.

Employees may also be eligible for benefits under the Group Health Plan to the extent required by applicable federal and/or state law. Please see the Summary Plan Description for the Group Health Plan for complete eligibility and participation requirements for medical, prescription, dental, and vision benefits. Group Health Plan benefit levels, eligibility requirements, and/or participation requirements are as set forth in the Group Health Plan.

The parties agree that the Group Health Plan design must not trigger the federal "Cadillac" excise tax, to the extent the Cadillac excise tax becomes applicable to Employer.

Full-time employees (as defined in the Group Health Plan) shall pay no more than a 20% premium share based on the rate for medical and prescription coverage. Part-time employees (as defined in Article B) shall be required to pay the entire rate for medical and prescription coverage. All employees who participate in the Group Health Plan shall make their required applicable contribution toward the cost of such coverage

through bi-weekly payroll deduction. In the event an employee's pay does not cover their Group Health Plan coverage premium share, or the employee is not receiving pay, they must make direct contributions to the Employer on a bi-weekly basis.

Group Health Plan coverage shall be made available to the Employee's eligible spouse and eligible dependent children. Eligible dependent children may remain on the Employee's Group Health Plan coverage as defined within the Benefit Summary Plan Description.

Medical and prescription coverage will continue with employer contribution 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 County's COBRA Administrator and pursuant to COBRA legislation.

4. CASH-IN-LIEU OF MEDICAL AND PRESCRIPTION BENEFITS. Full-time employees and retirees who are eligible to receive medical and prescription coverage under the Employer's group health plan may elect to receive a cash payment in lieu of such medical and prescription coverage provided they meet the applicable requirements set forth in the County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time) (the "Section 125 Cafeteria Plan").

The amount of the cash payment shall be determined by the Board of Commissioners each year.

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 medical and prescription coverage through a secondary source as explained in the Section 125 Cafeteria Plan; and
- Must complete the Group Health Plan Waiver Agreement.

TERMINATION OF WAIVER. Should medical and prescription coverage through the secondary source described above be terminated for any reason, the waiver agreement and cash payment shall terminate. The employee or retiree may be permitted to re-enroll in the County's medical and prescription coverage due to a mid-year qualifying event as set forth in the Section 125 Cafeteria Plan. The employee or retiree must provide notification to the County's Human Resources Department within thirty (30) days after coverage was lost. If the employee or retiree does not have a mid-year qualifying event, they may only make benefit election changes during the County benefit open enrollment period.

5. LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS. The Employer shall provide to each full-time employee covered by this Agreement who meets the applicable eligibility and participation requirements set forth in the underlying life insurance and accidental death and dismemberment plan documents a group life insurance policy of thirty thousand dollars (\$30,000) with accidental death and dismemberment benefit provisions of thirty thousand dollars (\$30,000) at the Employer's expense.

6. PART-TIME EMPLOYEES. Part-time employees shall not be eligible for health and welfare benefits, unless otherwise indicated within this Agreement.

7. GOVERNMENTAL MODIFICATIONS AFFECTING COVERAGE. Any applicable laws, regulations, mandates, and/or other governmental guidance under federal or state law related to benefits provided under this contract that take effect during the duration of this contract will be implemented as necessary to comply with the applicable law. The parties acknowledge and agree that benefit coverage provided under this contract may be modified as described above in order to ensure compliance with any such applicable laws.

As needed, the County shall notify the Union of any applicable and necessary changes in accordance with regulations.

## **P. RETIREMENT INVESTMENT PLANS**

1. DEFINED CONTRIBUTION PLAN. As a condition of employment, all full- and part-time employees hired on or after 1/1/2008 shall become members of the Jackson County Defined Contribution Plan and will not be eligible to participate in the Defined Benefit Plan.

CONTRIBUTION RATES. Employee and Employer contribution rates and vesting schedule shall be as established by the Board of Commissioners.

For those employees hired prior to 1/1/2008, please refer to the Legacy Provision section located at the end of this CBA document for provisions related to the Pension Plan.

2. Retiree Health Savings Plan. All full-time employees hired on or after 1/1/2012 will not be eligible for medical and prescription benefits upon retirement. They will participate in the County's sponsored Retiree Health Savings Plan (RHS). Additionally, employees hired between the period of 1/1/2008 and 12/31/2011 can make a one-time irrevocable selection to transition from County Retiree Health Coverage to the Retiree Health Savings Plan. Parameters of the plan are:

- a. Employer annual contribution of \$1950.00 continues, to be increased to \$2050.00 in 2025. (Increases \$100.00 every five (5) years, based on initial County plan implementation date.)
- b. Employee annual contribution of \$850.00 continues, to be increased to \$900.00 in 2025. (Increases \$50.00 every five (5) years, based on initial County plan implementation date.)
- c. Three (3) year cliff vesting.
- d. Upon separation from service employees are eligible to utilize available funds for qualifying medical expenses with no restrictions. Permissible medical expenses are those eligible under IRC Section 213 other than direct long-term care expenses and including non-prescription medications allowed under IRS guidance.
- e. In the event of the death of a participant, the surviving spouse and/or surviving dependents are immediately eligible to maintain the account and utilize it to fund eligible medical benefits under applicable IRS regulations.

3. Deferred Comp 457(b): Per Section 457 of the Internal Revenue Code of 1986, as amended, the County of Jackson provides employees the opportunity to participate and make contributions to voluntary Deferred Compensation Plans.

## **Q. LEAVE OF ABSENCE**

1. EMPLOYEES ELIGIBLE TO LEAVE OF ABSENCE. To be eligible for a leave of absence, employees must have seniority status.

2. LEAVES OF ABSENCE WITH PAY. A Department Head/Elected Official 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/Elected Official 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. Employees who have exhausted available paid leave banks may request a non FMLA/disability unpaid leave of absence. The employee must

submit a written request specifying the period of time and reason for the request,

1. Leave Requests of 14 Calendar Days or Less: May be approved with the authorization of the Dept. Head/Elected Official with written notification of the approved leave provided to the employee and Human Resources.
  2. Leave Requests Exceeding 14 Calendar Days 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.
  3. Employees on official Union business may take time off without pay and will not be required to utilize paid time off. Employees shall provide at least two business days of notice regarding the necessity to take a union business leave.
- b. Duration. A leave of absence without pay shall not exceed one (1) year.
- 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. Group Health Plan and Life Insurance/AD&D Benefits.
1. Leave Due to Illness. Employees that are benefit eligible under the group health plan, on a leave of absence for illness without pay, may continue their Group Health Plan and life insurance/AD&D coverage with continued employer contribution for up to one (1) year. After one (1) year, the employee may continue their life insurance/AD&D coverage if they pay for the entire costs of coverage. After one (1) year, the employee may continue Group Health Plan coverage pursuant to and in accordance with COBRA.
  2. Leave for Other Reasons. Employees on a leave of absence without pay for reasons other than illness may continue (1) their Group Health Plan coverage pursuant to and in accordance with COBRA; and (2) their life insurance/AD&D coverage if they pay the entire cost of coverage.
- 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 following an unpaid leave 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.

7. 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 ("FMLA"). 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 and worked at least 1,250 hours during the 12 months preceding the start of the leave shall be entitled to up to twelve (12) weeks (or up to twenty six (26) unpaid work weeks of leave for care for a family member who is a current service member with a serious injury or illness, or as otherwise required by the FMLA) in a rolling twelve (12) month period of unpaid family or medical leave for the following reasons in accordance with the provisions of the FMLA.

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.
5. To care for a family member who is a current service member with a serious injury or illness; or
6. For a "qualifying exigency" arising out of the foreign deployment of the employee's spouse, son, daughter, or parent.

B. Authorization. Employees requesting Family or Medical Leave shall contact the County's third party administrator for absence management to apply for Family and Medical Leave.

C. Paid Leave Banks. Prior to commencing an FMLA unpaid leave of absence, employees shall have exhausted all available paid leave banks.

D. Fringe Benefits. “Group health plan” benefits, as defined under the FMLA, may be continued for the length of the FMLA leave as required by the FMLA and as provided in the County of Jackson Group Health Plan (as amended and restated from time to time) and County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time), as applicable.

If leave extends beyond the FMLA period employees will be provided information for continuation of group health plan benefits under COBRA provisions.

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.

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. In accordance with the requirements of the FMLA, the Employer or Employer-Courts reserve 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 or Employer-Courts and employee. The opinion of the third provider shall be final and binding on both the Employer or Employer-Courts and the employee.

G. Return to Former Position. Employees returning from an approved, unpaid family or medical leave of absence of 12 weeks or less (unless otherwise required by the FMLA) 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.

## **R. BEREAVEMENT LEAVE**

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

- a. NOTIFICATION OF EMPLOYER. An employee requesting bereavement leave shall provide written notification to their supervisor within 24 hours of requested leave. Failure to do so may be cause for denial of bereavement leave with pay for the period of absence.
- b. Paid Bereavement Leave shall coincide with the notification of death unless an exception is approved by the Department Head/Elected Official and the Administrator/Controller, or the respective Chief Judge and Human Resources Director if the employee is an employee of the courts.

2. 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 of bereavement leave.

b. Death of Other Persons. In the event of the death of a person not in the employee’s immediate family, the employee may request up to one (1) day of Paid Leave Bank to attend the bereavement service.

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

4. BEREAVEMENT LEAVE/PART-TIME EMPLOYEES. Part-time employees with a regular work schedule shall be entitled to bereavement leave based upon their normally scheduled work hours.

**S. PAID TIME OFF**

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

Except as indicated below, employees hired on or after 1/1/2022 will earn and be credited bi-weekly with paid time off (PTO) on each pay period and be subject to caps on the following schedule:

<u>Commencement:</u>	<u>Paid Time Off Hours</u>	<u>Cap</u>
Probation to 6 years of service	120	160
7 to 11 years of service	160	240
12 to 15 years of service	200	320
16 or more years of service	240	400

\*For newly hired eligible employees, PTO begins to accrue upon hire; however, PTO is not available for use until the 90<sup>th</sup> day of employment. PTO for part-time employees who average at least 25 hours per week during the preceding calendar year will be prorated based on hours worked at a rate of at least 1 hour per calendar week. New part-time employees who are expected to work at least 25 hours per week as of their hire date will accrue prorated PTO upon hire at a rate of at least 1 hour per calendar week; however, PTO is not available for use until the 90<sup>th</sup> day of employment.

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), worker's compensation or unpaid time.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

Except as indicated below, employees hired between the periods of 1/1/07 to 12/31/2021 shall earn and be credited annually with PTO on their anniversary date based on the following schedule:

<u>Commencement of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
*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

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), worker's compensation or unpaid time.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

Except as indicated below, employees hired prior to 1/1/07 shall earn and be credited annually with PTO on their anniversary date based on the following schedule.

<u>Completion of:</u>	<u>Paid Time Off Days</u>	<u>Carry-Over</u>
12 to 15 years of service	32.5	20
16 or more years of service	37.5	25

There will be no accrual of PTO while an employee is absent from work and receiving short-term disability (STD), long-term disability (LTD), or unpaid time. PTO shall continue to accrue for the first six months only when an employee is absent from work and receiving worker's compensation.

Paid time off may be used in integrals of not less than one-half (1/2) hour and in quarter-hour (1/4) integrals thereafter.

2. Any Employee hired prior to December 31, 2021 will be permitted to make a one-time irrevocable election to transition their PTO from an annual to a bi-weekly accrual.
3. The Department Head/Elected Officials shall attempt to accommodate PTO requests with regard being given to operating requirements and seniority. Once PTO time is approved by a supervisor in accordance with the previous statement, a higher seniority union member may not bump another union members approved PTO time. If time off is not granted, the employee may appeal to the Human Resources Director or in case of a court employee to the Chief Judge.
  - a. Request for PTO in Excess of Eight Hours. Employees shall request the scheduling of PTO in excess of eight hours as soon as possible during a calendar year.
  - b. Request for Eight Hours or Less. PTO may be used in integrals of not less than one-half (1/2) hour and in quarter hour (1/4) integrals thereafter. Half-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.
  - c. An employee shall request PTO twenty-four (24) hours prior to utilizing paid time off.
    - i. Employees requesting PTO with less than 24 hour notice may be required to verify the reason by providing supporting documentation to their supervisor. Youth Center employees are required to provide four (4) hour notice prior to the commencement of their shift.

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

5. PAID TIME OFF ACCRUAL FOR PART-TIME EMPLOYEES. Except as provided in the next sentence, part-time employees shall be entitled to prorate PTO 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 PTO. Notwithstanding the previous sentence, new part-time

employees who are expected to work at least 25 hours per week as of their hire date will be credited with 40 hours of PTO upon hire (prorated for mid-year hires); however, PTO is not available for use until the 90<sup>th</sup> day of employment or completion of probationary period (whichever is less). Furthermore, ongoing part-time employees who worked on average at least 25 hours per week during the immediately preceding calendar year will be credited with a least 40 hours of PTO per year.

6. PAID TIME OFF ON A HOLIDAY. PTO shall not be utilized on Holidays.

7. REQUEST FOR PAYMENT IN LIEU OF PAID TIME OFF. Employees may request in writing to their Department Head/Elected Official, payment in lieu of taking PTO. The County Administrator/Controller or the Chief Judge for Court Employees may grant the request or direct the employee to take PTO.

If the employee fails to take PTO when so directed, they shall forfeit the PTO.

8. NO ADVANCE CREDIT. PTO leave shall not be allowed in advance of being earned and credited. If an employee has insufficient PTO to cover a period of absence, they will be subject to unpaid time.

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

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

Employees may not utilize paid leave banks (PTO or comp time) in lieu of the two (2) week notification period. Employees providing additional notification may request up to eighty (80) hours of available paid leave (PTO or comp time) with the approval of the Department Head or Elected Official. Employees must use available comp time prior to PTO.

10. 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 PTO from supplementing their disability benefit.

## **T. JURY DUTY AND COURT LEAVE**

### **1. JURY DUTY.**

a. Notification of Department Head. An employee receiving a jury duty summons shall notify their Department Head/Elected Official as soon as possible.

b. Time-Off With Pay. An employee serving on jury duty shall receive time off with pay. 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 their 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.

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 their absence with accumulated paid time off or time off without pay.

## **U. 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. Payment for such leave shall not exceed two (2) weeks within 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. Payment of such leave shall not exceed two (2) weeks of absence from scheduled employment.
4. USERRA. The County shall comply with any and all applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (as amended from time to time).

## V. HOLIDAYS

1. EMPLOYEES ENTITLED TO HOLIDAY PAY. To be entitled to holiday pay, employees must have been regularly working prior to and following the holiday. Holidays occurring during the initial week of layoff or waiting period for disability benefits, will be paid as if the employee was actively working.
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

\*AFSCME employees of the Employer-Courts will be entitled to paid holidays based on the Michigan Supreme Court Holiday Schedule in accordance with MCR 8.110. Holiday pay will be based on the eligible employee's current rate of pay and regular workday.

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 time and one half for 8 hours worked.
2. Paid holidays occurring on an employee's regular day off shall be compensated at eight (8) hours pay.
3. 24/7 Personnel Only: The Employer and Employer-Courts will only recognize the actual calendar holiday, as identified in the collective bargaining agreement, for 24/7 personnel (examples: Youth Specialists, Shift Coordinators, Cooks, and Animal Shelter Attendants) and they will receive holiday pay if scheduled on that calendar holiday. 24/7 Personnel scheduled to work on the observed holiday will not receive observed holiday 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, workers compensation, and long term disability) will not receive holiday pay.

7. HOLIDAY PAY/PART-TIME EMPLOYEES. Part-time employees with a regular work schedule shall be entitled to holiday pay based upon their normally scheduled work hours. Part-time employees who are not normally scheduled to work on the day upon which the holiday falls are not eligible for 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.

## **W. 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 or Employer-Courts.
  
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. All ASFCME employees shall receive some form of identification card. Replacement cost borne by employee if card is lost.

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.

The County will evaluate and provide PPE (Personal Protective Equipment) to ensure the health and safety of our employees. Should the employer determine a job requires, 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 \$175.00.

6. PHYSICAL EXAMS. The Employer and Employer-Courts shall provide and pay for physical examinations and chest x-rays it requires an employee to take, except for certification of personal illness which shall be the employee's responsibility.

Whenever the Employer or Employer-Courts requires a TB tests and chest x-ray, the Employer or Employer-Courts shall pay for such test and also allow the employee to take time off with pay to have these tests performed. All work related health assessment required for a job will be paid for by the County.

7. MILEAGE.

a. Mileage Rate. The Employer and Employer-Courts 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 or Employer-Courts shall notify the Union in writing and the rate of pay shall be negotiated between the Employer/Employer-Courts and the Union. If an agreement cannot be reached then the matter shall proceed to arbitration under the provision of Step-4 of Grievance Process.

9. SUBCONTRACTING. The Employer and Employer-Courts shall not subcontract work normally performed by the Union while employees are laid off or working reduced hours. The Employer and Employer-Courts may subcontract work for which it does not have adequate equipment or facilities. The Employer or Employer-Courts 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, staffing shortages due to medical leave of absence and/or peak customer service demands during regular operating hours, 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, Employer-Courts, 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 and Employer-Courts 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 authorized 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. Approved tuition reimbursement shall be in accordance with the Jackson County's Educational Assistance Program, Personnel Policy (#3300).

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.

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. 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.

18. 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.

19. 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.

20. 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 affect only one employee.

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

22. DRUG TESTING. Adoption of policy and procedures regarding drug testing. All AFSCME employees will be subject to the County's Anti-Drug & Alcohol Policy.

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

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

25. 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.

## **X. LEGACY PROVISIONS:**

1. LONGEVITY PAYMENT. Employees shall be paid a longevity payment in a lump sum on the first payday in December of 2022, 2023 and 2024 as follows.

<u>Completion of:</u>	<u>Percent of Annual Pay</u>
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.

2. PENSION:

- a. JACKSON COUNTY EMPLOYEES' RETIREMENT SYSTEM. As a condition of employment, all employees hired prior to January 1, 2008 shall be members of the Jackson County Employee's Retirement System.
- b. 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 the following window periods:

Window Periods for Early Retirement:

Upon the ratification of this CBA: For pre-2007 hires, members at age 55 with ten (10) years of service or at any age with twenty-five (25) years of service may elect early retirement during one of the following quarterly window periods: March, June, September, December. The last day worked must be within the window period.

- c. MULTIPLIER ELECTION. Employees hired prior to January 1, 2008, elected an irrevocable pension multiplier at 2%, 2.25% or 2.5%. Any election of a multiplier higher than 2% will be funded solely through individual member contribution increases.
- d. 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/Employer-Courts paying that increased cost.
- e. 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.

- f. 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. Employees wishing to purchase Universal Credited Service must pay for an individual actuarial study to determine the cost of the purchase. 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.
- g. REPORT. An annual financial report pertaining to the retirement system will be available to employees, which shall include the annual contribution rate of the Employer and employee.
- h. MEDICAL AND PRESCRIPTION BENEFITS FOR RETIREES.

Except as provided below, effective 1/1/2000 medical 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 rates as determined by the insurer or third party administrator on a year to year basis.

Upon Retirement all employees hired before 12/31/00 will have their premium co-pay capped at 3.0% of the rates paid monthly during retirement. All other employees eligible for medical and prescription coverage upon retirement will continue to be responsible for their active employee cost share in retirement.

Coverage for Employees retiring with less than fifteen (15) years of Jackson County/Courts service will be responsible for a portion of their medical and prescription coverage costs in retirement as follows:

Fourteen (14) years = 20% cost share + 5% of current rate  
Thirteen (13) years= 20% cost share + 10% of current rate  
Twelve (12) years = 20% cost share + 15% of current rate  
Eleven (11) years = 20% of cost share + 20% of current rate  
Ten (10) years = 20% of cost share + 25% of current rate

Employees must have fifteen (15) or more years of service attributable to Jackson County/Courts to receive Employer funded spousal coverage. Employees retiring who are married and eligible for retiree spousal coverage will be unable to transfer that coverage to a different spouse at a future date (i.e., due to divorce or being widowed).

Employer funded retiree spousal coverage for medical and prescription benefits will not be available for employees hired on or after 1/1/07,

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 medical and prescription benefits.

Upon retirement, retiree medical and prescription coverage will be offered under the plan or policy then in place for pre or post-65 retirees, which is subject to change.

Employees hired on or after 1/1/08 must meet one of the following requirements to be eligible for medical and prescription benefits:

- Retire at age 60 after completion of 10 or more years of service;
- Retire at age 55 after completion of 25 or more years of service; or
- Retire at any age after completion of 30 or more years of service,

Retirees with 15 or more years of service will continue to pay their active premium cost share in retirement. Employees retiring with less than fifteen (15) years of Jackson County/Courts service will be responsible for a portion of their medical and prescription coverage costs in retirement as follows:

Fourteen (14) years= 20% cost share+ 5% of current rate  
 Thirteen (13) years= 20% cost share+ 10% of current rate  
 Twelve (12) years= 20% cost share+ 15% of current rate  
 Eleven (11) years= 20% of cost share+ 20% of current rate  
 Ten (10) years= 20% of cost share+ 25% of current rate

Employees hired on or after 1/1/2010 must attain at least twenty-one (21) continuous years of service credit to be eligible for medical and prescription coverage in retirement; specifically, they must meet one of the following requirements:

- Retire at age 60 after completion of 21 or more continuous years of service;
- Retire at age 55 after completion of 25 or more years of continuous service; or
- Retire at any age after completion of 30 or more continuous years of service,

Employees with at least 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 medical and prescription benefits.

Eligible employees hired on or after 1/1/2010 will be responsible for a portion of their medical and prescription coverage costs in retirement as follows:

Twenty-five (25) years = 20% cost share + 5% of current rate  
 Twenty-four (24) years = 20% cost share + 10% of current rate  
 Twenty-three (23) years = 20% cost share + 15% of current rate  
 Twenty-two (22) years = 20% cost share + 20% of current rate  
 Twenty-one (21) years = 20% cost share + 25% of current rate

Retirees with 26 or more years of service will continue to pay their active premium cost share in retirement.

With regard to an Employee who was hired into a non-Union position and transferred to a Union position from which they retired, the Employee will only be eligible for retiree medical and prescription benefits if:

- (1) They were hired into the non-Union position prior to January 1, 2008; and
- (2) Otherwise meets the requirements for retiree health coverage as a non-Union Retiree.

Cash in Lieu of Medical and Prescription Benefits: Retirees who are eligible to receive medical and prescription coverage under the Employer's group health plan may elect to receive a cash payment in lieu of such medical and prescription coverage provided they meet the applicable requirements set forth in the County of Jackson Section 125 Cafeteria Plan (as amended and restated from time to time) (the "Section 125 Cafeteria Plan").

The Employer shall provide to each Jackson County Employees' Retirement System retiree who meets the applicable eligibility and participation requirements set forth in the underlying life insurance plan documents a group life insurance policy of fifteen thousand dollars (\$15,000) at the Employer's expense.

## **Y. DURATION**

1. This agreement shall be effective August 9, 2022 and shall remain in effect until December 31, 2024. This agreement shall become open for negotiations 120 days prior to the expiration of the agreement. Either party may terminate on December 31, 2024 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, 2024 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 they 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 14 day of September 2022.

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

JACKSON COUNTY:

Michael Hart  
Grandy Whilman  
Annexa R. Goff  
[Signature]

John E. Stahl  
Chair, Board of Commissioners  
Maureen Overton  
County Administrator/Controller

ELECTED OFFICIALS:

Gary Schulte  
Gary Schulte, Sheriff  
Karen A. Coffman  
Karen Coffman, Treasurer  
Susan Jordan  
Susan Jordan, Chief Circuit Judge

Jerard M. Jarzynka  
Jerry Jarzynka, Prosecuting Attorney  
Amanda Kirkpatrick  
Amanda Kirkpatrick, County Clerk/Register  
Daniel A. Goostrey  
Daniel Goostrey, Chief District Judge

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

# AFSCME POSITION CLASSIFICATIONS

## Grade A

Food Transporter

## Grade B

Cook – DOA, YC  
Custodial/Maintenance Worker I  
Stockperson/Custodian-Cook

## Grade C

File Clerk – District Court  
File/Imaging Clerk – FOC

## Grade D

Accounts Payable/Telecommunications Clerk  
Account Clerk –Health Department  
Administrative Clerk (All Departments)  
Animal Shelter Attendant  
Deputy County Clerk  
Deputy Probate Register – Probate Court  
Equalization Technician  
Hearing And Vision Technician  
Imaging/Data Entry Clerk – ROD  
Lead Maintenance Worker 1/Administrative Clerk  
Maintenance Worker II

## Grade E

Account/Financial Specialist– FOC  
Accounts Payable/Mail Clerk  
Cook/Kitchen Coordinator – Dept. on Aging  
Deputy County Clerk – Court Clerk  
Deputy District Court Clerk  
Interstate & Investigative Assistant FOC  
Legal Secretary – Prosecutor's Office  
Parks Maintenance Worker I

Parks Events Setup/Maintenance Worker I  
Mechanic – Parks  
Senior Equalization Technician  
Support Services Representative – FOC

## Grade F

Airport Maintenance Worker III  
Casework Coordinator – District Court  
Landfill Maintenance Coordinator  
Maintenance III – Facilities  
Parks and Golf Course Mechanic & Irrigation Assistant  
Secretary – Adoptions  
Secretary – Youth Center  
Senior Clerk – ROD  
Senior Deputy County Clerk  
Senior Account Clerk/Office Coordinator – HD

## Grade G

Court/Collections Officer – District Court  
Legal Secretary/Caseworker – Child Support Div.  
GIS Mapping Technician  
Hearing & Vision Program Technician/Coordinator  
Senior Account Clerk – Family Court  
Youth Specialist

## Grade H

Airport Maintenance Technician  
Enforcement Specialist  
Facilities Maintenance Technician  
Parks Maintenance Technician  
Recovery Court Coordinator  
Tax Specialist  
Youth Specialist Coordinator

## Grade I

Bailiff/Research Clerk  
Investigator – Prosecutor's Office

Real & Personal Property Appraiser MCAO

Grade J

Bench Warrant Officer – FOC  
Enforcement Officer – District Court  
Facilities Lead Maintenance Technician  
GIS Analyst/Developer  
Sanitarian I  
Assessing Specialist

Grade K

Assessing/Equalization Coordinator  
Caseworker - FOC  
Help Desk Technician  
Real & Personal Property Appraiser - MAAO  
Sanitarian II

Grade L

Intra-Internet Web Administrator  
ADR Specialist - FOC  
Sanitarian Coordinator  
SQL Database/Server Administrator

## AFSCME BENEFITS SUMMARY

**Core Benefits:** \$30,000 Life Insurance; \$30,000 AD&D; Long Term Disability; Employee Assistance Program; and Wellness Benefits shall be available to full-time employees at no cost.

Wellness and employee assistance program benefits shall be available to part-time employees.

In addition to the core benefits referenced above, the benefits listed in the table below are also available to eligible employees. The employees shall share in and/or incur the costs thereof in accordance with other sections of this Agreement and applicable enrollment materials.

Benefit Type	Options
Group Health Plan	Medical, prescription, dental, and vision benefits.
Optional Life Insurance	Employee Optional Life: \$10,000 to \$300,000 Spouse Optional Life: \$10,000 to \$50,000 Dependent Child Optional Life: \$5,000
Short-Term Disability (STD) (only available to full-time employees)	\$83.20 annual cost; 1 <sup>st</sup> day injury; 8 <sup>th</sup> day illness; 13 weeks; 66 2/3% base salary
Cash-In-Lieu of Medical and Prescription Benefits (only available to full-time employees)	\$3,000 annually (with option to purchase STD, Optional Life, dental and vision)
Reimbursement Accounts	Health flexible spending and/or Dependent care assistance program accounts

**AFSCME WAGE SCHEDULE**  
**2022 - 2024**

<b>Number of Years between Steps</b>	
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Step 1 - 2	3 years
Step 2 - 3	2 years
Step 3 - 4	5 years
Step 4 - 5	5 years

<b>Grade</b>	<b>Grade/Step</b>	<b>3% 2022</b>	<b>2% 2023</b>	<b>2% 2024</b>
<b>AFSCME A</b>	AFSCME A - 1	\$ 12.82	\$ 13.08	\$ 13.34
	AFSCME A - 2	\$ 13.63	\$ 13.90	\$ 14.18
	AFSCME A - 3	\$ 14.43	\$ 14.72	\$ 15.01
	AFSCME A - 4	\$ 15.22	\$ 15.52	\$ 15.83
	AFSCME A - 5	\$ 16.02	\$ 16.34	\$ 16.67
<b>AFSCME B</b>	AFSCME B - 1	\$ 14.74	\$ 15.03	\$ 15.33
	AFSCME B - 2	\$ 15.67	\$ 15.98	\$ 16.30
	AFSCME B - 3	\$ 16.58	\$ 16.91	\$ 17.25
	AFSCME B - 4	\$ 17.51	\$ 17.86	\$ 18.22
	AFSCME B - 5	\$ 18.44	\$ 18.81	\$ 19.19
<b>AFSCME C</b>	AFSCME C - 1	\$ 15.85	\$ 16.17	\$ 16.49
	AFSCME C - 2	\$ 16.84	\$ 17.18	\$ 17.52
	AFSCME C - 3	\$ 17.84	\$ 18.20	\$ 18.56
	AFSCME C - 4	\$ 18.82	\$ 19.20	\$ 19.58
	AFSCME C - 5	\$ 19.82	\$ 20.22	\$ 20.62
<b>AFSCME D</b>	AFSCME D - 1	\$ 17.03	\$ 17.37	\$ 17.72
	AFSCME D - 2	\$ 18.10	\$ 18.46	\$ 18.83
	AFSCME D - 3	\$ 19.16	\$ 19.54	\$ 19.93
	AFSCME D - 4	\$ 20.23	\$ 20.63	\$ 21.04
	AFSCME D - 5	\$ 21.30	\$ 21.73	\$ 22.16
<b>AFSCME E</b>	AFSCME E - 1	\$ 17.89	\$ 18.25	\$ 18.62
	AFSCME E - 2	\$ 19.00	\$ 19.38	\$ 19.77
	AFSCME E - 3	\$ 20.14	\$ 20.54	\$ 20.95
	AFSCME E - 4	\$ 21.25	\$ 21.68	\$ 22.11
	AFSCME E - 5	\$ 22.37	\$ 22.82	\$ 23.28
<b>AFSCME F</b>	AFSCME F - 1	\$ 18.78	\$ 19.16	\$ 19.54
	AFSCME F - 2	\$ 19.96	\$ 20.36	\$ 20.77
	AFSCME F - 3	\$ 21.14	\$ 21.56	\$ 21.99
	AFSCME F - 4	\$ 22.31	\$ 22.76	\$ 23.22

	AFSCME F - 5	\$ 23.48	\$ 23.95	\$ 24.43
<b>AFSCME G</b>	AFSCME G - 1	\$ 20.19	\$ 20.59	\$ 21.00
	AFSCME G - 2	\$ 21.47	\$ 21.90	\$ 22.34
	AFSCME G - 3	\$ 22.72	\$ 23.17	\$ 23.63
	AFSCME G - 4	\$ 23.99	\$ 24.47	\$ 24.96
	AFSCME G - 5	\$ 25.25	\$ 25.76	\$ 26.28
<b>AFSCME H</b>	AFSCME H - 1	\$ 21.21	\$ 21.63	\$ 22.06
	AFSCME H - 2	\$ 22.54	\$ 22.99	\$ 23.45
	AFSCME H - 3	\$ 23.85	\$ 24.33	\$ 24.82
	AFSCME H - 4	\$ 25.18	\$ 25.68	\$ 26.19
	AFSCME H - 5	\$ 26.50	\$ 27.03	\$ 27.57
<b>AFSCME I</b>	AFSCME I - 1	\$ 22.78	\$ 23.24	\$ 23.70
	AFSCME I - 2	\$ 24.22	\$ 24.70	\$ 25.19
	AFSCME I - 3	\$ 25.65	\$ 26.16	\$ 26.68
	AFSCME I - 4	\$ 27.07	\$ 27.61	\$ 28.16
	AFSCME I - 5	\$ 28.49	\$ 29.06	\$ 29.64
<b>AFSCME J</b>	AFSCME J - 1	\$ 23.95	\$ 24.43	\$ 24.92
	AFSCME J - 2	\$ 25.42	\$ 25.93	\$ 26.45
	AFSCME J - 3	\$ 26.92	\$ 27.46	\$ 28.01
	AFSCME J - 4	\$ 28.42	\$ 28.99	\$ 29.57
	AFSCME J - 5	\$ 29.92	\$ 30.52	\$ 31.13
<b>AFSCME K</b>	AFSCME K - 1	\$ 26.33	\$ 26.86	\$ 27.40
	AFSCME K - 2	\$ 27.97	\$ 28.53	\$ 29.10
	AFSCME K - 3	\$ 29.61	\$ 30.20	\$ 30.80
	AFSCME K - 4	\$ 31.27	\$ 31.90	\$ 32.54
	AFSCME K - 5	\$ 32.91	\$ 33.57	\$ 34.24
<b>AFSCME L</b>	AFSCME L - 1	\$ 28.96	\$ 29.54	\$ 30.13
	AFSCME L - 2	\$ 30.79	\$ 31.41	\$ 32.04
	AFSCME L - 3	\$ 32.58	\$ 33.23	\$ 33.89
	AFSCME L - 4	\$ 34.39	\$ 35.08	\$ 35.78
	AFSCME L - 5	\$ 36.20	\$ 36.92	\$ 37.66
<b>AFSCME M</b>	AFSCME M - 1	\$ 31.87	\$ 32.51	\$ 33.16
	AFSCME M - 2	\$ 33.86	\$ 34.54	\$ 35.23
	AFSCME M - 3	\$ 35.84	\$ 36.56	\$ 37.29
	AFSCME M - 4	\$ 37.83	\$ 38.59	\$ 39.36

	AFSCME M - 5	\$ 39.82	\$ 40.62	\$ 41.43
<b>AFSCME N</b>	AFSCME N - 1	\$ 33.44	\$ 34.11	\$ 34.79
	AFSCME N - 2	\$ 35.54	\$ 36.25	\$ 36.98
	AFSCME N - 3	\$ 37.64	\$ 38.39	\$ 39.16
	AFSCME N - 4	\$ 39.73	\$ 40.52	\$ 41.33
	AFSCME N - 5	\$ 41.81	\$ 42.65	\$ 43.50
<b>AFSCME O</b>	AFSCME O - 1	\$ 35.96	\$ 36.68	\$ 37.41
	AFSCME O - 2	\$ 38.21	\$ 38.97	\$ 39.75
	AFSCME O - 3	\$ 40.46	\$ 41.27	\$ 42.10
	AFSCME O - 4	\$ 42.70	\$ 43.55	\$ 44.42
	AFSCME O - 5	\$ 44.95	\$ 45.85	\$ 46.77

LETTER OF UNDERSTANDING  
Between  
COUNTY OF JACKSON  
And  
LOCAL 2098, MICHIGAN COUNCIL NO. 25  
AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO  
Health

Re: Hearing and Vision Technicians

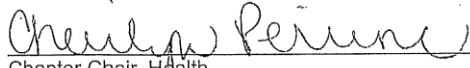
The Employer and the Union agree to the following terms and conditions for employees at the Health Department classified as Hearing and Vision Technicians.

1. All Hearing and Vision Technicians will work on a part-time basis only.
2. Employees will work on the school year scheduled (approximately 40 weeks).
3. Paid time off will be prorated based on hours worked from anniversary date to anniversary date.
4. No work or wages will be guaranteed during the summer months.
5. Hearing and Vision Technicians may not bump or displace other AFSCME employees during the summer months.


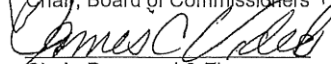
These provisions are carried over from the original Letter of Understanding dated May, 2002.

Date: April 20, 2010

CHAPTER OF LOCAL 2098, Health  
AFFILIATED WITH MICHIGAN COUNCIL  
NO. 25

  
Chapter Chair, Health

COUNTY OF JACKSON

  
Chair, Board of Commissioners  
  
Chair, Personnel & Finance

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

  
AFSCME Staff Representative