

**AGREEMENT**

**BETWEEN**

**MONTCALM COUNTY BOARD OF COMMISSIONERS**

**AND**

**MONTCALM COUNTY CHAPTER OF LOCAL NO. 3067.03**

**affiliated with**

**MICHIGAN COUNCIL NO. 25**

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

**EFFECTIVE JANUARY 1, 2024 – DECEMBER 31, 2027**

## TABLE OF CONTENTS

PURPOSE AND INTENT .....	1
Article 1 RECOGNITION .....	1
1.1 Bargaining Unit .....	1
1.2 Definitions.....	1
1.3 Non-Discrimination. ....	2
1.4 Aid to Other Unions.....	2
1.5 Use of Temporaries/Seasonals. ....	2
Article 2 MANAGEMENT RIGHTS .....	2
2.1 Reserved Rights. ....	2
2.2 Rules and Regulations.....	3
Article 3 UNION SECURITY .....	3
3.1 Union Membership. ....	3
3.2 Dues Checkoff.....	3
3.3 Authorization Form.....	4
3.4 Revocation of Dues or Representation Fees. ....	4
Article 4 UNION REPRESENTATION.....	4
4.1 Representation.....	4
4.2 Notice of Representatives. ....	5
4.3 Reporting.....	5
4.4 Collective Bargaining Committee.....	5
4.5 Union Bulletin Boards and Notices. ....	5
Article 5 SPECIAL CONFERENCES.....	5
5.1 Special Conference Request.....	5
5.2 Excused Time.....	5
5.3 Lost Time. ....	6
Article 6 GRIEVANCE AND ARBITRATION PROCEDURE.....	6
6.1 Definition of Grievance. ....	6
6.2 Grievance Procedure.....	6
6.3 Grievance Settlement. ....	6
6.4 Arbitration Request. ....	6
6.5 Selection of Arbitrator. ....	7
6.6 Arbitrator's Powers. ....	7
6.7 Expedited Grievances. ....	7
6.8 Employee Attendance.....	7
6.9 Time Limitations.....	7
6.10 Time Computation. ....	7
6.11 Multi-Forum.....	7
6.12 Duration of Grievance Procedure.....	8
Article 7 DISCIPLINE AND DISCHARGE .....	8
7.1 Notice of Discipline. ....	8
7.2 Steward Representation.....	8
7.3 Use of Past Record.....	8

Article 8 SENIORITY .....	8
8.1 Seniority Definition.....	8
8.2 Probationary Period.....	8
8.3 Seniority List.....	8
8.4 Super Seniority of Chapter Chairperson and Stewards.....	9
8.5 Loss of Seniority.....	9
Article 9 LAYOFF AND RECALL.....	9
9.1 Layoff.....	9
9.2 Notice of Layoff and Recall.....	10
9.3 State or Federal Funded Positions.....	10
Article 10 JOB POSTING AND BIDDING PROCEDURES.....	10
10.1 Vacancies.....	10
Article 11 TRANSFERS.....	11
11.1 Temporary Transfers.....	11
11.2 Non-Bargaining Unit Transfers.....	11
Article 12 HOURS OF WORK.....	11
12.1 Work Day and Work Week.....	11
12.2 Rest Periods.....	11
12.3 Overtime.....	11
12.4 Voluntary Time Off.....	12
Article 13 WAGES AND CLASSIFICATIONS.....	12
13.1 Rates and Classifications.....	12
13.2 New Classifications.....	12
13.3 Promotions.....	12
Article 14 LEAVES OF ABSENCE.....	12
14.1 Leave of Absence Without Pay.....	12
14.2 Elected Office Leave, Without Pay.....	12
14.3 Military Leave, Without Pay.....	13
14.4 Medical Leave, Without Pay.....	13
14.5 Sick Leave, With Pay.....	13
14.6 Funeral Leave, With Pay.....	15
14.7 Jury Duty With Pay.....	15
14.8 Return from Leave of Absence.....	15
14.9 Personal Leave Days With Pay.....	15
14.10 Seniority Accumulation During Leaves of Absence.....	15
14.11 Family and Medical Leave Act (FMLA).....	15
Article 15 MEDICAL EXAMINATION.....	15
15.1 Medical Examination.....	15
Article 16 VACATION.....	15
16.1 Vacation Benefit.....	15
16.2 Vacation Accrual.....	16
16.3 Vacation Eligibility and Pay.....	16
16.4 Vacation Request.....	16

16.5	Vacation Conversion/Accumulation.....	16
16.6	Regular Part-time Employee Vacation Benefit.....	16
16.7	Holidays During Vacation Leave.....	16
Article 17	HOLIDAYS.....	16
17.1	Holiday Benefit.....	16
17.2	Holiday Eligibility.....	17
17.3	Holiday Work.....	17
Article 18	LONGEVITY.....	17
18.1	Longevity Benefit.....	17
18.2	Longevity Payments.....	18
18.3	Longevity Eligibility.....	18
Article 19	INSURANCE.....	18
19.1	Life Insurance.....	18
19.2	Health Insurance.....	18
19.3	Disability Insurance.....	20
19.4	Other Insurance.....	20
19.5	Discontinued Insurance Coverage.....	20
Article 20	RETIREMENT.....	21
20.1	Pension Plan.....	21
Article 21	NO STRIKE – NO LOCKOUT.....	22
21.1	Prohibition.....	22
21.2	No Lockout.....	22
Article 22	MISCELLANEOUS.....	22
22.1	Savings Clause.....	22
22.2	Captions.....	22
22.3	Change in Personal Status.....	22
22.4	Safety.....	22
22.5	Closure Days.....	22
22.6	Mileage Reimbursement.....	22
22.7	Gender.....	23
22.8	A.D.A. Waiver.....	23
22.9	Computer Loan Program.....	23
22.10	Immunizations.....	23
22.11	Waiver Clause.....	23
22.12	Animal Control – On Call.....	23
22.13	Uniforms.....	24
22.14	Emergency Financial Manager.....	24
22.15	Call Back Pay.....	24
22.16	Direct Deposit.....	24
Article 23	DURATION AND TERMINATION.....	24
23.1	Termination.....	24



APPENDIX A.....	27
APPENDIX B.....	29

## AGREEMENT

An Agreement, effective January 1, 2024, by and between MONTCALM COUNTY AND THE MONTCALM COUNTY CLERK, REGISTER OF DEEDS, PROSECUTING ATTORNEY, SHERIFF, TREASURER, AND DRAIN COMMISSIONER (hereinafter referred to as the “Employers”) and the MONTCALM COUNTY CHAPTER OF LOCAL NO. 3067, affiliated with Michigan Council No. 25, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the “Union”.

### PURPOSE AND INTENT

The general purpose of the Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employers, the employees and the Union. The parties recognize the interest of the community and the job security of the employees depend upon the Employers’ success in establishing a proper service to the community. To these ends the Employers and the Union encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees.

### Article 1 RECOGNITION

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

All full time and regular part-time employees employed by the County of Montcalm, BUT EXCLUDING all elected officials, department heads, executives and supervisors, chief deputy of county clerk, chief deputy of county treasurer, chief deputy of register of deeds, chief deputy of drain commissioner, county controller, confidential employees, all ambulance department employees included in another bargaining unit, all sheriff department employees included in another bargaining unit, all attorneys in the prosecutor’s office, irregular, temporary and seasonal employees and all employees employed pursuant to state and federal grants.

**1.2 Definitions.** The following definitions have been utilized under this Agreement:

A. **Employee.** A full-time and regular part-time employee employed by the County of Montcalm not otherwise excluded from the bargaining unit described herein.

B. **Full-time Employee.** An employee in the bargaining unit scheduled to work on a regular schedule normally comprising forty (40) hours per week.

C. **Regular Part-time Employee.** An employee in the bargaining unit scheduled to work on a regular schedule normally comprising less than forty (40) hours per week but more than sixteen (16) hours per week.

D. **Irregular, Part-time, Temporary and Seasonal Employee.** An irregular, part-time, temporary and seasonal employee is an employee excluded from the bargaining unit whose schedule of work may vary and whose term of employment is of a limited duration.

E. **Supervisor.** A supervisor for purposes of grievance administration shall include those elected or appointed Department Heads.

**1.3 Non-Discrimination.** The parties agree that this Agreement shall be administered without regard to age, race, sex, marital status, creed, color, national origin, religion or handicap as required by law. References to the male gender shall equally apply to the female gender and visa versa. The parties further agree that disputes or complaints under this section may be discussed under the grievance procedure but shall not be subject to the arbitration procedure provided herein and any remedies sought shall be pursued in other administrative or legal forums.

**1.4 Aid to Other Unions.** The Employers will not aid, promote or finance any labor group or organization which purports to engage in collective bargaining for employees included in this collective bargaining unit or make any agreement with any such group or organizations for the purpose of undermining the Union.

**1.5 Use of Temporaries/Seasonals.** The Employers reserves the right to hire and utilize temporary and seasonal employees as the need may arise, but it is not the intent of the Employers to permanently displace bargaining unit employees with temporary and seasonal employees.

## **Article 2 MANAGEMENT RIGHTS**

**2.1 Reserved Rights.** The Union and members of the bargaining unit recognize and agree that the Employers are charged with certain power, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan and of the United States which it must assume and discharge and which may not be delegated.

It is agreed that other rights and responsibilities of the Employers, including those delegated by the Employers, are hereby recognized.

Except as in this Agreement otherwise specifically and expressly provided, the Employers retain the sole and exclusive right to manage and operate the County of Montcalm in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the services to be furnished and the methods, procedures, means, equipment, and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of personnel required; to determine the nature and number of facilities and departments to be operated and their location, to direct and control operations to study and use improved methods including subcontracting; to manage its affairs efficiently and economically; to

determine the quantity and quality of service to be rendered; the control of materials, tools, and equipment to be used, and the discontinuance of any service, materials, or methods of operation; to introduce new equipment, methods, machinery, change or eliminate existing equipment and institute changes, supplies to be used and purchased, the construction of any new facilities or the improvement of existing facilities; to determine the size of the work force and increase or decrease its size; to determine the number of hours to be worked; to establish work schedules, and in all respects to carry out the ordinary and customary functions of management.

The Employers shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge, layoff and recall personnel; to establish penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel. The Union hereby agrees that the Employers retain the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement. The exercise of any management right shall not be inconsistent with any of the express terms of this Agreement.

**2.2 Rules and Regulations.** The Employers reserve the right to establish reasonable rules and regulations concerning the conduct of employees and the standards of performance of their duties not inconsistent with this Agreement. The Union may challenge the reasonableness of said rules and regulations by filing a grievance within thirty (30) days after the rules and regulations have been established and the Union has received written notice thereof.

### **Article 3 UNION SECURITY**

#### **3.1 Union Membership.**

A. Employees covered by this Agreement may initiate or continue membership in the Union at their own discretion. Neither the Union nor the Employer shall attempt to exert undue pressure to influence on such an election. Employees may also, at their discretion, voluntarily elect to pay to the Union a representation fee equal to the dues amount without joining the Union.

B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may become members of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership at their discretion.

#### **3.2 Dues Checkoff.**

A. The Employers agree to deduct from the first pay of the month of each employee of the bargaining unit the Union's dues or service charge for the month for each unit member who has completed a checkoff authorization form, which shall conform to the respective state and federal laws.

B. Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement may become members

of the Union or pay a representation fee to the Union equal to dues and initiation fees required for membership at their discretion

### **3.3 Authorization Form.**

A. All checkoff authorization forms shall be filed with the Personnel Officer who may return any incomplete or incorrectly completed form to the Chapter Chairperson, and no checkoff shall be made until such deficiency is corrected.

B. The Employers shall check off only obligations which come due at the time for checkoff and will make checkoff deductions only if the employee has enough pay due to cover such obligation and will not be responsible for refund to the employee if he has duplicated a checkoff deduction by direct payment to the Union.

C. The Employers' remittance shall be deemed correct if the Union does not give written notice to the Employers within four (4) calendar weeks after the remittance is received, of its belief, with reasons stated therefore, that the Employers have sent a copy of the list from whom deductions were made to the Chapter Chairperson and the Local Union Secretary-Treasurer as designated by the Union.

D. The Union agrees to indemnify and save the Employers harmless against any and all legal claims, suits, or other forms of liability arising out of its deduction from employees' pay of Union dues or service charges or in reliance on any list, notice, certification, or authorization furnished under this Section. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

E. Deductions for any calendar month shall be remitted to the address designated to the designated financial officer of Michigan Council No. 25, along with a list of names from whom deductions have been made following the deduction.

F. The Union shall be responsible for advising the Employers in writing of all new employees subject to the provisions of this Section and the amount of initiation fees and monthly dues provided the Employers shall provide the Union with the names and address of all new hires, rehires or persons transferred into the bargaining unit as soon as possible after their hire, or transfer date.

### **3.4 Revocation of Dues or Representation Fees.**

Payroll deduction authorization may be terminated by the employee at any time by notifying both the Employer and Union in writing, with evidence of receipt by each party.

## **Article 4 UNION REPRESENTATION**

**4.1 Representation.** There shall be four (4) employee representatives whose area of responsibility shall be as indicated below.

1 steward	Administrative Building
1 steward	Court Complex
1 steward	Commission on Aging, Animal Shelter, Sheriff's Department
1 Chapter Chairperson	

The steward shall be authorized to represent employees in their assigned area, and the Chapter Chairperson shall be authorized to represent all bargaining unit employees in accordance with the grievance procedure provided herein. Any grievance settlement agreed upon by the parties shall be final and binding on the Employers, Union and employee(s).

**4.2 Notice of Representatives.** The Union shall notify the Employers in writing of the names of its employee representatives including any alternates. Alternates will only be recognized when the regular representative is unavailable.

**4.3 Reporting.** An employee representative shall first receive authorization from his immediate supervisor to leave his work station and shall report back to work promptly when his part in the grievance adjustment has been completed.

**4.4 Collective Bargaining Committee.** The Employers agree to recognize a collective bargaining committee composed of five (5) employees, one of whom shall be the chapter chairperson elected or appointed by the Union. The function of the collective bargaining committee is to meet with Employers representatives for purposes of negotiation modifications to this Agreement.

**4.5 Union Bulletin Boards and Notices.** The Employers agree to provide suitable space for a Union bulletin board at each building. The Employers agree to permit stewards to post and maintain Union notices on designated bulletin boards in each building when expressly authorized by officers of the Union. Postings by the Union on such boards are to be confined to official business of the Union. In the event a dispute arises concerning the appropriateness of material posted on the Union bulletin boards, the Chapter Chairperson will be notified by the County Controller of the nature of the dispute, and the material in question will be removed from the bulletin boards until the dispute is resolved.

## Article 5 SPECIAL CONFERENCES

**5.1 Special Conference Request.** Special conferences shall be for the purposes of maintaining communications in order to cooperatively discuss and resolve problems of mutual concern to the parties. Such meetings shall not be considered negotiations, nor shall they be considered as a substitute for the grievance procedure. Special conferences shall be held as soon as possible at the time that the parties can mutually agree but not later than thirty (30) days from such request.

**5.2 Excused Time.** The Union's representatives may meet at a place designated by the Employers, on the Employers' property, for a period not to exceed one-half (1/2) hour immediately preceding the meeting for which a written request has been made.

**5.3 Lost Time.** Employee representatives of the Union at special meetings shall be paid by the Employers for the time spent in special meetings but only for the straight time hours they would otherwise have worked on their regular work schedule.

## **Article 6**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

**6.1 Definition of Grievance.** A grievance is any dispute between the parties or between the employees and the employers concerning the interpretation or application of this Agreement or any terms or provisions of the rules and regulations of the Employers under Section 2.

**6.2 Grievance Procedure.** All grievances shall be in writing and shall include: date, alleged contractual violations or written rule or regulation that is the basis of the grievance, the facts that gave rise to the grievance, the remedy desired, and the signatures of the grievant and the Union representative.

A. **Verbal Procedure.** If an employee has a complaint, he shall, within five (5) days of the occurrence of the incidence which gave rise to the complaint, or five (5) days from the time the employee or Union representative should reasonably have known he had grounds for a grievance, discuss it with the immediate supervisor with the object of resolving the matter informally. The employee may have a steward present.

B. **Written Procedure.**

**Step 1.** If the grievance is not satisfactorily resolved at the verbal procedure, the grievance shall be presented by the aggrieved employee or Union representative promptly, and in all cases, no later than five (5) days after the discussion as outlined in the verbal procedure. The grievance shall first be presented to the grievant's immediate supervisor. The immediate supervisor shall acknowledge receipt of the grievance with his signature and by entering the time and date received. A copy of the acknowledged grievance shall be returned to the grievant or steward. A meeting shall be arranged by the Chapter Chairperson or designee, insofar as is practical, with the immediate supervisor or designee to discuss the grievance. The immediate supervisor shall give a written answer within five (5) days after the meeting.

**Step 2.** If the supervisor's answer in Step 1 is unsatisfactory, the Union may within five (5) days from receipt of the supervisor's answer appeal the matter in writing to the County Controller. A meeting with the County's Bargaining Committee, the respective Elected County Officer, and Chapter Chairperson shall be scheduled within ten (10) days of the date of notice to the Controller to try to resolve the matter. A written decision shall be rendered by the Employers within ten (10) days from the date of the meeting. Both parties shall reserve the right to have non-employee representatives participate in the meeting.

**6.3 Grievance Settlement.** Any grievance settlement agreed upon by the parties shall be final and binding on the Employers, Union and employee(s).

**6.4 Arbitration Request.** If the grievance is not satisfactorily resolved in Step 2, the Union may request arbitration by notifying the Employers within twenty (20) working days after



receipt of the Employers' answer in Step 2. If the Union does not request arbitration in the manner herein provided, the grievance shall be deemed to be settled on the basis of the Employers' last disposition.

**6.5 Selection of Arbitrator.** Upon receipt of a timely request for arbitration, the parties shall attempt to mutually select an arbitrator. If the parties are unable to mutually select an arbitrator, a panel shall be obtained from the Federal Mediation and Conciliation Service. The arbitrator shall be selected by the parties' alternately striking a name from the panel. The remaining names shall serve as the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

**6.6 Arbitrator's Powers.** The arbitrator shall have no power to amend, add to, alter, ignore, change or modify any provisions of this Agreement, or the written rules and regulations of the Employers, and his decisions shall be limited to the application and interpretation of the above and to the specific issue presented to him. The decision of the arbitrator shall not contain a retroactive liability beyond the date, which is ten (10) working days prior to the date of the grievance or the date of the incident, whichever is lesser. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. The arbitrator shall have no power to rule upon the exercise of the Employers' reserved rights not otherwise limited by the express terms of this Agreement nor shall he be empowered to grant interest upon backpay awards. The decision of the arbitrator shall be final and binding on the Union, the Employers and the employees involved, unless the arbitrator has exceeded his jurisdiction or the arbitration award is the result of fraud or wrongdoing.

**6.7 Expedited Grievances.** Should an employee who has been discharged or given disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at Step 2 of the grievance procedure within five (5) days following the date of such action. The employee must sign the grievance unless it is impossible for him to do so.

**6.8 Employee Attendance.** If the Employers or the Union requests the aggrieved employee or other necessary persons be present at any Step or Steps of the grievance procedure to participate in discussion, they will be required to do so.

**6.9 Time Limitations.** The time limits established in the grievance procedure shall be followed by the parties hereto. If the time procedure is not followed by the Union, the grievance shall be considered settled in accordance with the last disposition. If the time procedure is not followed by the Employers, the grievance shall automatically advance to the next Step and the Union shall retain the right to advance to arbitration. The time limits established in the grievance procedure may be extended by mutual agreement, provided, it is reduced to writing and the period of the extension is specified.

**6.10 Time Computation.** Saturday, Sunday and holidays shall not be counted under the time procedures established in the grievance procedure.

**6.11 Multi-Forum.** An employee who elected to pursue a veteran's preference proceeding may not have the same matter adjudicated through the arbitration procedure provided



in this Agreement. Likewise, an employee who has a grievance heard in arbitration thereby waives any right to a hearing under the Veteran's Preference Statute on the same matter.

**6.12 Duration of Grievance Procedure.** No dispute concerning this Agreement and interpretation of this Agreement shall be taken through the grievance procedure or arbitration as provided herein unless the grievance is filed with the Employers during the term of this Agreement or any extension thereof.

## **Article 7 DISCIPLINE AND DISCHARGE**

**7.1 Notice of Discipline.** The Employers shall not discipline, suspend or discharge an employee without just cause. Disciplinary suspension or discharge must be by proper written notice to the employee giving specific reasons for the disciplinary suspension or discharge. For informational purposes, a copy of such written notice shall be provided to the Steward.

**7.2 Steward Representation.** The disciplined, suspended or discharged employee will be allowed to discuss his discipline, suspension or discharge with his steward; and the Employers will make available an area where he may do so before he is required to leave the property of the Employers. Upon request, the Employers or their designated representative will discuss the discipline, suspension or discharge with the employee and the Steward.

**7.3 Use of Past Record.** In imposing any discharge, suspension or discipline on a current charge, the Employers will not take into account any prior infraction which occurred more than eighteen (18) months previously, provided that the employee maintains an infraction free record during such period of time.

## **Article 8 SENIORITY**

**8.1 Seniority Definition.** Seniority shall be defined as the length of the employee's continuous service within the bargaining unit commencing from last date of hire. The application of seniority shall be limited to the preferences specifically recited in this Agreement.

**8.2 Probationary Period.** All new employees shall be considered probationary employees for a period of six (6) months, after which time their seniority shall be as of their last date of hire. During this period, an employee shall be considered a probationary employee who may be laid off or terminated by the Employers at any time, and shall not be subject to the grievance and arbitration procedure provided in this Agreement. The probationary period shall be extended by the length of an employee's absence if the employee is absent in excess of fourteen (14) days during his probationary period.

**8.3 Seniority List.** The Employers shall maintain a roster of employees, arranged according to seniority, showing the name, address, classification and seniority date and shall furnish a copy to the Union at least every six (6) months. Employees who are employed on the same date shall be placed on the seniority roster in alphabetical order of surnames.

**8.4 Super Seniority of Chapter Chairperson and Stewards.** For purposes of layoff and recall only, the Chapter Chairperson and stewards, in that order, shall head the seniority list within their departments. In the event of layoff affecting these individuals, they will be reassigned to an equal to or lower classification within their department provided they have the current skills and abilities to perform the available work without retraining beyond basic orientation. The Employers shall not be required to make work for such employees to avoid layoff.

**8.5 Loss of Seniority.** An employee's seniority with the County shall terminate for the following reasons:

- A. He resigns or quits.
- B. He is discharged or terminated and said discharge or termination is upheld through the grievance procedure.
- C. He retires.
- D. He has been on layoff or a non-paid leave of absence for a period of time equal to his seniority at the time of layoff or leave of absence or two (2) years, whichever is lesser.
- E. He is absent from work, including the failure to return to work at the expiration of a leave of absence, vacation, layoff or disciplinary layoff for three (3) consecutive working days without notifying the Employers unless otherwise excused.
- F. He is declared mentally incompetent by a probate court of competent jurisdiction.
- G. If he makes an intentionally false statement on his employment application, on an application for leave of absence, or any other official document.
- H. If he is convicted of a felony.

## **Article 9 LAYOFF AND RECALL**

**9.1 Layoff.** A reduction in the work force shall be accomplished in the following manner:

A. **Layoff Procedure.** The first employee to be laid off shall be the employee with the least seniority in the Department affected; provided, however, that the more senior employees in the Department have the experience, necessary training and present ability to perform the required work. Further layoffs from the affected Department shall be accomplished by the inverse order of seniority, provided however, that the remaining senior employees in the department have the experience, necessary training and present ability to perform the required work and does not result moving an employee to a higher classification.

B. **Recall Procedure.** Employees who are laid off from work shall be recalled to their classification and Department in order of their seniority when the work force is to be

increased, provided that the employee has the experience, necessary training and present ability to perform the required work.

C. Full-time employees shall have preference over part-time employees.

D. If a laid off employee is rehired into a vacant or newly created position in any department within this bargaining unit, they shall, upon completing probation, be entitled to full county seniority in the new position for benefits, including layoff and recall.

**9.2 Notice of Layoff and Recall.** Notice of layoff and recall in the work force shall be accomplished in the following manner:

A. **Layoff Notice.** The Employers agrees to notify in writing an employee who is to be laid off at least fourteen (14) calendar days in advance of such layoff and the Unit Chapter Chair unless circumstances are such that such notice is not possible.

B. **Recall Notice.** Employees who are to be recalled from layoff shall be given advance notice of fourteen (14) calendar days. Such notice may be given verbally, if possible, but in any event written notice shall be sent to the employee at the address on file with the Employers. It is the sole responsibility of the employee to keep on file with the Employers his current address and telephone number.

**9.3 State or Federal Funded Positions.** The Union acknowledges that because many positions are funded with State or Federal money, if such programs are curtailed or eliminated, the employees occupying these positions may be terminated from the Department notwithstanding the layoff and recall procedure; provided this provision is not inconsistent with the rules and regulations governing such State or Federal programs.

## **Article 10**

### **JOB POSTING AND BIDDING PROCEDURES**

#### **10.1 Vacancies.**

A. **Posting.** All newly created positions and vacancies that are going to be filled within the bargaining unit shall be posted on the bulletin board for a period of five (5) working days. The posting shall set forth the requirements for the position.

B. **Bidding.** Employees wishing to apply for such position may do so with the Employers' Personnel Officer within the posting period. All applicants from within the bargaining unit shall be considered along with all other non-bargaining unit applicants. All applicants shall be considered in regard to their qualifications to satisfactorily perform the required work. The Employers shall consider the employee's work record training, experience and present ability all applicants shall be referred to the appropriate Department Head who shall make the final decision. Such decision shall not be subject to the arbitration procedures herein. Temporary vacancies shall not be posted.

## **Article 11 TRANSFERS**

**11.1 Temporary Transfers.** The Employers reserve the right to temporarily transfer an employee to another classification or work assignment when additional manpower is needed. The employee shall not suffer a reduction in wages or hours as a result of such transfer.

**11.2 Non-Bargaining Unit Transfers.** If an employee transfers to a position under the Employers not included in the bargaining unit, and thereafter, within six (6) months, transfers back to a position within the bargaining unit, she shall have accumulated seniority while working in the position to which she transferred. The Employers reserve the right to establish all terms and conditions of employment for all non-bargaining unit employees including the questions of whether an employee may return to the bargaining unit after said 6 months.

## **Article 12 HOURS OF WORK**

**12.1 Work Day and Work Week.** The normal work day for regular full-time employees shall be eight (8) hours, excluding a sixty (60) minute or a thirty (30) minute non-paid lunch period. The normal work week for regular full-time employees shall be five (5) work days, Monday through Friday, and shall usually be forty (40) hours in duration. The recitation of the normal work day and work week shall not serve as a guarantee of work. The normal starting and quitting times for employees covered by this Agreement who work the day shift shall remain as was in effect at the effective date of this Agreement unless otherwise changed by mutual agreement, provided however that the Employers reserve the right to establish other work shifts and may stagger starting times to accommodate services.

**12.2 Rest Periods.** All employees working a normal work day shall be allowed either of the following. The Employers may stagger and schedule rest periods as well as determining which option will be used.

- A. A fifteen (15) minutes rest period in each half of their work shift, or
- B. A reasonable time to obtain coffee or other refreshments and an opportunity to consume them at their work areas.

**12.3 Overtime.** All employees shall be expected to work reasonable amounts of overtime upon request. No overtime shall be worked without direct approval from the employee's supervisor.

A. All work performed in excess of forty (40) hours within the workweek shall be compensated at time and one-half (1 1/2x) the employee's regular rate of pay. Overtime shall not be paid for less than fifteen (15) minutes in any one day. For purposes of overtime premium, recognized paid holidays, paid vacations, paid funeral leave, paid jury duty leave shall be considered as hours worked. Paid sick leave shall not be counted as hours worked.

B. Upon prior approval of the Department Head, compensatory time equal to one and one-half times (1-1/2) the amount of overtime worked may be taken in lieu of the overtime

pay as described in subparagraph (a). In no case shall compensatory time accumulate beyond the amount of forty (40) hours. Compensatory time off shall be scheduled in advance by the employee and approved by the Department Head.

C. There shall be no pyramiding of overtime premium pay.

**12.4 Voluntary Time Off.** Upon mutual agreement between the Employers and an employee, voluntary time off from work without pay or unemployment benefits may be instituted. Employees who agree to voluntary time off shall continue to accumulate seniority and shall continue to receive all insurance benefits during such time off.

## **Article 13 WAGES AND CLASSIFICATIONS**

**13.1 Rates and Classifications.** Classifications of work and hourly rates of pay for each classification are set forth in Appendix A, which is incorporated herein. Wage rates shall become effective the first pay period on or after the date indicated in the appendix.

**13.2 New Classifications.** When a new classification is established within the bargaining unit by the Employers, the Employers shall notify the Union of the classification title, the proposed rate of pay, and if available, a job description or memorandum describing the duties of the new classification. The Employers agree to negotiate the rate of pay for the new classification.

**13.3 Promotions.** The rate of pay for a promoted employee or that of an employee who is reclassified to a classification in a higher salary rate range shall be the minimum of the rate range of the employee's new classification or to that next step above his present rate, whichever is higher.

## **Article 14 LEAVES OF ABSENCE**

**14.1 Leave of Absence Without Pay.** Employees may be granted up to one (1) year's leave of absence without pay. If such leave of absence exceeds thirty (30) days, then such leave shall be without accumulation of any fringe benefits, predicated on the length of service with the County, nor shall seniority continue to accumulate beyond that time. Requests for leave of absence shall be in writing and shall be signed by the employee and given to the Department Head and the County Controller. Such requests shall state the reasons for the leave. All leaves of absence in excess of thirty (30) days shall be approved in writing by both the Department Head and the County Controller. Employees shall not take a leave of absence for the sole purpose of obtaining other employment and an employee who takes such employment shall be considered as a voluntary quit unless such other employment is agreed to by the Department Head and the County Controller. In the event the Department Head and the County Controller disagree, the issue will be brought before the Board of Commissioners.

**14.2 Elected Office Leave, Without Pay.** Upon a written request, an employee may be granted a non-paid leave of absence for a period of one (1) year for the purpose of accepting an elected public office. Such leave shall be granted subject to excluding the fringe benefits and seniority provisions of this Agreement.

**14.3 Military Leave, Without Pay.** Any employee who enters active service of the Armed Forces of the United States, National Guard or Reserve shall receive a leave of absence without pay for the period of such duty. An employee returning from military service shall be reemployed in accordance with the applicable federal and state statutes and shall be entitled to any other benefits set forth in this Agreement, provided the employee satisfies the eligibility requirements established under this Agreement. The employee shall inform the Employers, in writing, as soon as the employee is notified of acceptance in military service and in any event not less than two (2) weeks prior to the employee's scheduled departure.

**14.4 Medical Leave, Without Pay.** An employee who becomes medically disabled, including maternity leave, may be allowed a leave of absence without pay for a period not normally to exceed one (1) year. Extensions may be granted upon mutual consent of both Employers and employee. Requests for all leaves of absence must be accompanied by a physician's statement which states the cause of the disability and the expected duration of the disability. Failure to so notify the Employers shall disqualify the employee's right to the leave of absence.

**14.5 Sick Leave, With Pay.** Sick leave is a means of insuring that an employee will not suffer loss of income because of illness. It is not a means by which an employee can earn additional days off.

A. **Sick Leave Accumulation and Payment.** It is agreed that employees may be granted a sick leave of absence under the following conditions and qualifications:

(1) Each full-time employee will accumulate sick leave with pay at the rate of four (4) hours for each bi-weekly pay period of employment, exclusive of all leaves of absence, up to a maximum of thirteen (13) days per year.

(2) Maximum accumulation of sick leave is 720 hours.

(3) All payment for sick leave shall be based on the employee's scheduled day at the applicable rate of pay.

(4) An employee may convert fifty percent (50%) of her/his accumulated unused sick leave upon death or retirement under the Employee's pension plan. An employee who voluntarily resigns with 10+ (ten plus) years seniority will receive a payout at 25% (twenty-five percent) of accumulated, unused sick leave. Such payouts may go to an RHSA at the employee's option (or beneficiary option, if allowed by RHSA regulations).

(5) An employee elected or appointed to a County position shall have his accumulated sick leave frozen. Re-entry into the bargaining unit shall reactivate such frozen sick leave.

(6) Part-time employees will be provided 16 hours of sick time per year on their anniversary after completing one (1) year of service. Part-time employees can accrue up to a maximum of 160 hours. If additional sick leave is needed the employee will be allowed to use vacation time to cover sick leave upon approval of the Department Head. However if an Employee has been reduced from full time employment to part-time employment and has accrued



sick time that employee will be allowed to use banked sick time until depleted, in accordance with subsections (b), (c) and (d) below.

(7) Employees shall have the option of preserving up to twenty (20) hours of sick leave upon an approved medical leave of absence. It shall be the employees' responsibility to notify their Department Head and Human Resources in writing of their desire to preserve that time.

**B. Sick Leave Use.** Upon approval by the Department Head and concurrence of the Personnel Officer, sick leave shall be granted:

(1) When it is established to the Employers' satisfaction that the employee is incapacitated for the safe performance of his duty because of illness or injury or exposure to contagious disease which, according to public health standards, would constitute a danger to the public health.

(2) Sick leave may be used for the purpose of keeping doctor and/or dental appointments. The employee shall be required to return to work following the appointment.

(3) The employee may use sick leave for illness in the immediate family when the employee's presence is required.

**C. Medical Certification.** The Employers may request as a condition of any sick leave, a medical certificate setting forth the reasons for the sick leave, if there is reason to believe that the health and safety of personnel may be affected or that the employee is abusing sick leave benefits. Falsification of the medical certificate or falsely setting forth the reasons for the absence shall constitute just cause for dismissal, however, a lesser discipline may be issued by the Employers.

**D. Return Following Sick Leave.** Before an employee absent from his duties for twelve (12) consecutive days returns to work, he shall satisfy the Employers that he is fit to again perform his duties. In the event of a dispute involving an employee's physical ability to perform his job on his return to work for the Employers from a layoff or leave of absence of any kind, and the Employers are not satisfied with the determination of the treating physician, the employee may submit a report from a medical doctor of his own choosing and at his own expense. If the dispute still exists, final resolution; binding on both parties, shall be a report of a committee, consisting of three (3) physicians, one of whom shall be selected by the Employers, one by the employee, and the third by the first two (2) physicians so named. The report shall be in writing to the Employers and the Union. The cost of this report shall be shared equally by the County and the Union.

**E. Work-Connected Disability.** An employee disabled as a result of a work-related injury with the Employers may utilize accumulated sick leave which, when added to his Worker's Compensation shall not exceed his normal take-home pay. Such supplement shall not exceed ninety (90) days. Receipt of Worker's Compensation benefits shall not, absent sick leave supplement, constitute a paid sick leave.

**14.6 Funeral Leave, With Pay.** In case of death in an employee's immediate family, an employee shall be given up to three (3) working days' leave with pay if work is lost commencing the day following the death, provided the employee attends the funeral. If the funeral is located more than 450 miles away upon request, the employee will be granted one additional day's leave for travel each way. Immediate family is defined as: spouse, child, father, mother, sister and brother, grandparent, grandchild, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, step-child, step-grandchildren, step-mother, step-father, step-brother, step-sister and grandparents of spouse.

**14.7 Jury Duty With Pay.** Any bargaining unit employee who is assigned jury duty shall be granted a leave of absence to serve as required up to a maximum of thirty (30) days. He shall be expected to be at work for all scheduled hours when not serving as a juror. Leaves of absence for jury duty shall be with full pay. Fees received by the employee while on duty, not including travel allowance or reimbursement of expenses, shall be returned to the Employers.

**14.8 Return from Leave of Absence.** An employee returning from a leave of absence of thirty (30) days or less, shall be returned to his former classification and Department. The Employers cannot guarantee a return to the employee's former classification and Department on leaves of absence in excess of thirty (30) days.

**14.9 Personal Leave Days With Pay.** After completion of their probationary period, three (3) personal leave days with pay shall be granted annually to each full-time and part-time employee on the employee's anniversary date. There shall be no carry over of unused personal leave days from one year to another as personal leave days. Employees shall obtain the approval from their supervisor prior to being absent.

**14.10 Seniority Accumulation During Leaves of Absence.** Seniority shall not accumulate for all non-paid leaves of absence which exceed thirty (30) days. Seniority shall accumulate during any paid leave of absence including work-connected disability leave, provided that the employee receives paid supplement from the County. Such seniority accumulation shall not be used, however, to advance in wage steps which must be time worked.

**14.11 Family and Medical Leave Act (FMLA).** The Employers reserve the right to require employees to utilize accrued paid leave time when leave is requested under FMLA.

## **Article 15 MEDICAL EXAMINATION**

**15.1 Medical Examination.** The Employers reserve the right to require an employee to take a medical examination, at the Employers' expense, if the Employers believe that there is some concern regarding the employee's physical or mental health. Where conditions warrant, an employee may be required to go on a medical leave of absence.

## **Article 16 VACATION**

**16.1 Vacation Benefit.** An employee on an Employers-paid leave of absence shall be considered as working for purposes of vacation benefits accrual. Absence from work without pay



in excess of thirty (30) days shall result in a reduced pro rata vacation benefit based upon actual hours worked during the vacation eligibility year.

**16.2 Vacation Accrual.** Full-time employees shall earn vacation pay and leave in accordance with the following schedule:

A. An employee earns ten (10) working days' leave and eighty (80) hours pay upon completing one (1) year of continuous employment; however, an employee may take five (5) of the ten (10) working days and receive forty (40) hours' pay after completing six (6) months of employment.

B. An employee earns fifteen (15) working days' leave and one hundred twenty (120) hours' pay upon completing five (5) years of continuous employment.

C. An employee earns twenty (20) working days' leave and one hundred sixty (160) hours of pay upon completing ten (10) years of continuous employment.

D. An employee earns twenty-five (25) working days' leave and two hundred (200) hours of pay on completing fifteen (15) years of continuous employment.

**16.3 Vacation Eligibility and Pay.** Vacation eligibility shall be determined on an employee's anniversary date of hire in accordance with the above schedule. Vacation pay shall be at the employee's straight-time regular rate exclusive of all premiums at the time the vacation leave is taken.

**16.4 Vacation Request.** Vacations shall be scheduled in advance with the Department Head's approval. Seniority preferences shall be given in case of conflicting vacation dates; however, once an employee has a vacation request approved, it will not be changed because of a higher seniority employee requesting the same.

**16.5 Vacation Conversion/Accumulation.** Employees will be permitted to carryover up to five working days leave each year. Vacation time greater than five days unused as of an employee's anniversary date of hire is forfeited.

**16.6 Regular Part-time Employee Vacation Benefit.** Regular part-time employees shall receive a vacation benefit determined in the same manner as full-time employees but vacation leave and pay shall be pro-rated based upon the regular part-time employee's hours of work.

**16.7 Holidays During Vacation Leave.** A recognized holiday occurring during a scheduled vacation leave shall not be considered as a vacation day.

## **Article 17 HOLIDAYS**

**17.1 Holiday Benefit.** All eligible full-time employees covered by this Agreement shall receive eight (8) hours pay at their regular straight-time rate of pay, exclusive of all premiums, for each of the following recognized holidays:

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents Day	Day After Thanksgiving
Memorial Day	Christmas Eve
Juneteenth	Christmas Day
July 4th	New Year's Eve Day
Labor Day	

When a recognized holiday falls on a Saturday, it shall be recognized on the preceding Friday. When a recognized holiday falls on a Sunday, it shall be recognized on the following Monday.

**17.2 Holiday Eligibility.** An employee's eligibility for holiday pay is subject to the following conditions and qualifications:

A. The employee must work his hours on the Department's last regularly scheduled day before and the first regularly scheduled day after the holiday, unless otherwise excused by the Department Head.

B. The employee must not be on layoff which began more than ten (10) calendar days prior to the holiday.

C. The employee must not be suspended for disciplinary reasons, provided, however, if such a suspension is reversed by an arbitrator, the employee will receive the applicable holiday pay.

D. An employee who is scheduled to work on a holiday but fails to report for work, unless otherwise excused, shall not be entitled to holiday pay.

E. The employee must not be on a non-paid leave of absence.

F. Regular part-time employees who are otherwise eligible, shall receive holiday pay based on hours regularly scheduled to work on the holiday, not to exceed 8 hours. If the part-time employee is not scheduled to work, no holiday pay will be received by that part-time employee.

**17.3 Holiday Work.** Employees who are scheduled or directed by their department head to work on a holiday recognized by this Agreement will receive time and one half their regular rate for all hours actually worked, plus their holiday pay.

## **Article 18 LONGEVITY**

**18.1 Longevity Benefit.** Each full-time regular employee who completes the required service shall receive an annual longevity benefit in accordance with the following schedule.

<u>Length of Continuous Service</u>	<u>Annual Longevity</u>
5 – 9 years	\$ 200.00
10 – 14 years	300.00
15 – 19 years	400.00
20 years or more	500.00

**18.2 Longevity Payments.** Eligibility is based on full years of service and is paid in whole annually on the first payroll period in December of each year in which an employee is eligible. Longevity payments shall be paid in a check separate from bi-weekly payroll.

**18.3 Longevity Eligibility.** Only those employees as described in Section 18.1 and employed with the County as of December 31, 1986, will be eligible to receive longevity payments. All new employees hired after December 31, 1986, will not be eligible to receive longevity payments. Beginning on January 1, 1992, those employees employed with the County as of December 31, 1986, will receive longevity pay within two weeks following their anniversary date of hire (rather than in December) in accordance with the schedule in Section 18.1.

## **Article 19 INSURANCE**

**19.1 Life Insurance.** During the term of this Agreement, the Employers will provide a term life insurance policy for each full-time employee in the amount of Ten Thousand Dollars (\$10,000). Part-time employees will receive a term life insurance policy in the amount of Five Thousand Dollars (\$5,000).

**19.2 Health Insurance.** After 9/30/18, the Health Care Advisement Committee will determine the Health Insurance plan. The employees shall pay 10% of the applicable premium rate, which by statute includes an employer contribution to the deductible, as well as any taxes and fees allocated to the policy. The employer reserves the right to increase the employee contribution if the County's contribution exceeds the hard cap under 2011 Public Act 152. In that event, the employees will be responsible for any amount above the County's hard cap amount, but not to exceed twenty percent (20%). The County will provide thirty (30) days' notice of such a change. The payment shall be made by payroll deduction on a pre-tax basis.

A. In case a full-time employee is covered under a group health insurance plan from a source other than the County and elects not to participate in the County's group health insurance plan, the County will pay a single person \$100.00 (One hundred dollars) per month and a married person \$200.00 (Two hundred dollars) per month. Single individuals qualifying for coverage greater than single and electing not to participate in the group health insurance plan will be paid \$200.00 (Two hundred dollars) per month. To be eligible for this benefit, the employee must prove that they are covered by a group health insurance plan from another source. Payments will be split over the first two pay periods of the month and will commence upon receiving proof of the other insurance.

B. **National Health Insurance Program.** If a national health insurance program is implemented, the Employers reserve the right to adopt the national health insurance program in lieu of the hospitalization program provided herein.

C. **Part-time Employees.** Part-time employees will be allowed to participate in the County's Health insurance up to an amount equivalent to that which is provided to fulltime employees, subject to the same limitations expressed in Section 19.2(a), provided that the employee remits in advance the required monthly premiums for such insurance.

D. **Flexible Spending Account/Cafeteria Plan.** The employer will establish a Section 125 Cafeteria Plan in which employees will be given flexible spending accounts. Employees will be given the following options under the plan so long as they are permitted by federal law:

(1) Employees can make voluntary contributions to the plan for dental/vision reimbursement up to the statutory limits.

(2) Employees can make voluntary contributions to the plan for dependent care expenses up to the statutory limits.

E. **Vision Insurance.** Those employees electing the Simply Blue HSA health insurance will also receive the Eye Med 12/24/24 vision insurance plan. Those employees electing the group health insurance plan alternative buyout option will be allowed to participate in the vision insurance, but they will be required to pay the monthly premium paid by the county. The premium will be deducted from the employee's paycheck on the second payroll of each month, pursuant to a payroll deduction authorization.

F. **HealthCare Advisement Committee.** The Employer and AFSCME acknowledge the benefits of working together toward solutions concerning health care. As part of that effort, the Employer and AFSCME will work together to support and promote the health and well-being of Montcalm County employees and their families through effective, accessible, quality driven health care to ensure a productive workforce.

Based on the foregoing, the County shall create a Health Care Advisement Committee. AFSCME shall appoint one (1) local representative to the Committee and a Representative from AFSCME Council 25. In the event that more than one labor organization participates on the Committee, each labor organization shall appoint up to one (1) local representative on the Committee. The Committee shall meet, discuss and negotiate, as necessary or appropriate, concerning all aspects of the health care plan, which include medical, dental and vision coverage, for the purpose of identifying and implementing necessary and beneficial changes during the term of the Agreement.

The AFSCME representatives shall be granted time off with pay as is reasonably necessary to complete the foregoing. The Committee shall meet at mutually agreed upon times but no less than twice a year. Minutes of each meeting shall be taken and disseminated among the committee members.

The Committee will be guided by the following key principles:

(1) Maximizing the quality and competitiveness of health benefits for the employees at an affordable price is shared responsibility of the Employer and its employees.

(2) All health benefits and programs will be administered according to industry best practices.

(3) Decisions about changes in health benefits and programs must consider the short-term and long-term impact on the quality and availability of employee health care benefits.

(4) The Committee will take a “wide-open” approach to ways to ensure the quality and competitiveness of the health care benefits offer efficiency and cost effectively.

(5) The Committee will be innovative in its thinking and comprehensive in the scope of its considerations.

(6) After reviewing all options, the Committee will make a determination on an insurance package that fits the financial constraints set forth by the Board of Commissioners and complies with funding rules established by state law.

(7) The Board of Commissioners shall accept the insurance package chosen by the Committee.

**19.3 Disability Insurance.** During the term of this Agreement, the Employers will provide a disability insurance policy for each full-time employee. Benefits shall be two-thirds (2/3) of basic weekly earnings less any benefit received from Family Social Security, any State or Federal Government disability or retirement plan, any salary paid by Employers, the retirement plan with Employers, and any other group disability income plan. Benefits shall not exceed a maximum of Two Hundred Dollars (\$200.00) per week. Employees will be allowed to purchase additional coverage by after tax payroll deductions.

**19.4 Other Insurance.** Should the Employers be obligated by law to contribute to a governmentally-sponsored insurance program, national or otherwise, which duplicates the benefits provided by the Employers under insurance policies currently in effect as a result of this Agreement, it is the intent of the parties that the Employers not be obligated to provide double coverage and to escape such double payment. The Employers shall be permitted to cancel benefits or policies which duplicate, in whole or in part, compulsory governmentally-sponsored insurance programs, provided, the governmentally-sponsored program has benefits to equal the insurance program in this Agreement.

**19.5 Discontinued Insurance Coverage.** All insurance benefits other than health insurance as described in Section 19.2(a) shall be discontinued at the end of the month during which an employee is placed on a non-paid leave of absence or layoff unless the employee pays in advance the required premiums or expenses to maintain such insurance. All insurance benefits shall be discontinued upon the date that an employee terminates his employment with the Employers.

## **Article 20 RETIREMENT**

### **20.1 Pension Plan.**

A. The Employers agree to provide retirement benefits in accordance with the County of Montcalm Defined Benefit Pension Plan in effect on the effective date of this Agreement. All full-time regular employees with an employment date prior to January 1, 2004 shall participate in such plan. Employees will be required to make a contribution to the plan of 3.5% of gross wages, including any health insurance buy-out payments. Employee pension contributions will be done on "pick-up" basis making employee contributions pre-tax for Federal and State Income Tax. Social Security and Medicare taxes are still paid after-tax. Such continued contributions shall be withheld from the employees' pay.

B. Employees who retire under the Employers-provided retirement plan may elect to continue health insurance by pre-paying the required premiums at the group rate to the Montcalm County Controller's Office. Retirees must keep continuous coverage to be eligible to participate. The County will establish an RHSA Plan, to which employees may contribute for retirement health care costs.

C. The benefit multiplier shall be 2.0% of the member's final average compensation multiplied by credited service. The retirement allowance shall not be greater than 75% of the final average compensation.

D. Employees hired after January 1, 2004 will be required to participate in the defined contribution retirement plan offered through the Municipal Employees Retirement System of Michigan (MERS). Contribution requirements are as follows:

(1) Employers — 5% of Gross Wages, including health insurance buyout payments.

(2) Employee — 3.5% minimum of gross wages including health insurance buyout payment.

E. The Late Retirement Benefit applies only to participants hired prior to 1/1/2017, who continue employment beyond their normal retirement age. These participants will have a fully vested right to a normal retirement benefit at their normal retirement age, but will not receive any retirement benefit payment until the month following termination. When the payments begin, the benefit will be equal to the greater of the following:

(1) The actuarial equivalent of the monthly benefit to which the participant was entitled at the participant's normal retirement age; or

(2) The monthly retirement benefit based on years of service and final average compensation as set forth in the MERS Plan Document.



**Article 21**  
**NO STRIKE – NO LOCKOUT**

**21.1 Prohibition.** The parties to this Agreement mutually recognize the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union therefore, agrees there shall be no interruption of these services, for any cause whatsoever, by the employees it represents, nor shall there be any concerted failure by them to report for duty, nor shall they absent themselves from their work, stop work, or abstain in whole or in part from the full, faithful and proper performance of the duties of their employment, or picket the Employers' premises. The Union further agrees there shall be no strikes, sit-downs, stay-ins, stoppages of work, or any other acts which interfere in any manner with or to any degree with the services of the county.

**21.2 No Lockout.** The Employers agree there shall not be any lockout of its employees.

**Article 22**  
**MISCELLANEOUS**

**22.1 Savings Clause.** Any part of this Agreement which shall conflict with applicable State and Federal law now or in the future shall be null and void, but only to the extent of the conflict. All other parts shall continue in full force and effect for the duration of this Agreement.

**22.2 Captions.** The captions used in each section of this Agreement are for purposes of identification and are not a substantive part of this Agreement.

**22.3 Change in Personal Status.** Insofar as possible, employees shall notify the Personnel Office of any change of name, address, marital status or number of dependents promptly.

**22.4 Safety.** Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or danger to person or property in violation of any applicable statute, court order or government regulation relating to safety of persons or equipment. An employee who performs two (2) hours of continuous work on a VDT (Video Display Terminal) shall be allowed to perform other job tasks not related to VDT use for a period of twenty (20) minutes twice daily.

**22.5 Closure Days.** When it is deemed appropriate to close certain County buildings or curtail various County services because of inclement weather, such determination will be made by a designated committee of the County. Employees of departments closed by such authorization will be paid for lost time at their regular rate. If any office or department is closed without such authorization, employees of that office or department who do not report for work will not be paid for their lost time, but may use accrued vacation time or personal days to make up for their lost time.

**22.6 Mileage Reimbursement.** Employees who use their personal vehicle in the performance of authorized County business will be reimbursed for their mileage by an amount determined by the County Board of Commissioners. Travel costs of going to and from work for normally scheduled work shall not be reimbursed. Reimbursement shall be requested on a County

expense voucher within ten (10) days of the performance of the authorized County business giving rise to the right of reimbursement.

**22.7 Gender.** Reference to the male gender shall apply equally to the female gender and vice versa.

**22.8 A.D.A. Waiver.** Neither the Employers nor the Union shall be held liable for any deprivation of rights suffered by any employee resulting from the Employers' or Union's compliance efforts, including reasonable accommodation, with the Federal American Disabilities Act.

**22.9 Computer Loan Program.** Should the County implement a program to loan funds to employees for computer purchases, unit members will be allowed to participate.

**22.10 Immunizations.** The County will provide annually, to the extent available, subsidized flu shots at a County facility effective with Fall 2006. The County will subsidize up to \$30 of the cost per employee. Maintenance employees working in the jail will be offered Hepatitis A and B inoculations at County expense. Notice of known exposure to communicable diseases will be given to at-risk employees in accordance with any legal restrictions.

**22.11 Waiver Clause.**

A. It is the intent of the parties hereto that the provisions of the Agreement, which supersedes all prior agreements and understandings, between such parties, shall govern their relationship and shall be the source of any rights or claims which may be asserted.

B. The provisions of this Agreement can be amended, supplemented, rescinded, or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.

C. The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Employers and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively, with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**22.12 Animal Control – On Call.** Animal Control Officers designated to be on call will receive \$7.50 per day for each day the person is on call. If the employee uses his/her own vehicle, s/he will be reimbursed mileage at the current IRS rate including mileage to and from the Animal Control building if called out.



An employee scheduled to be on call who is unable to respond will notify his/her department head or, if not available, designee as soon as possible. The department head or designee will reassign the on call duty to another employee and notify central dispatch of the new on call employee, as appropriate.

**22.13 Uniforms.** The County shall provide one (1) complete uniform with five (5) sets of shirts and slacks for each full- and part-time animal control officer and three (3) parkas for the Animal Control Department. Animal Control Officers will be provided one pair of boots on an as-needed basis.

Maintenance employees will be provided five (5) uniform shirts containing at least 50% cotton and employees are required to wear long pants that are in good repair. Maintenance employees will receive a one-time allowance per year of \$150 for boots during the length of the contract. Weather related gear will be replaced as needed.

The County shall also provide such equipment as the Department Head and the County shall determine as is necessary, subject to reasonable rules for the preservation, use and care of such uniforms and equipment.

If any items are stolen or damaged, the employee shall immediately file a brief report of the theft or damage with the Department Head. The Department Head must accept the report before replacements are issued. Employees shall be responsible for the loss or misuse of uniforms and equipment issued. Replacement uniforms and equipment shall be provided upon the return of worn or unusable articles, provided the articles are beyond use from normal wear and usage.

Uniforms and boots will be worn while on duty and only for work. Employees shall be responsible for the laundering of their uniforms. Uniforms shall be returned to the County upon leaving the County's employment.

**22.14 Emergency Financial Manager.** An emergency manager appointed under the local government and school district fiscal accountability act, may reject, modify, or terminate this collective bargaining agreement.

**22.15 Call Back Pay.** Employees called to work at a time other than their regular shift for emergency work shall receive two (2) hours' pay or work at time and one-half (1-1/2) their straight time regular rate. In lieu of overtime, the employee may at his/her option, and if approved by the Department Head or Elected Official or his/her designee, adjust his schedule and work the number of hours he was scheduled to work on his regular shift.

**22.16 Direct Deposit.** Employees hired after January 1, 2015 will have their net amount of their paycheck (after required and elected deductions) direct deposited in their financial institution of their choice.

## **Article 23 DURATION AND TERMINATION**

**23.1 Termination.** This Agreement shall remain in full force until 12:00 midnight, December 31, 2027, and thereafter for successive periods of one (1) year unless either party shall,

on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16<sup>th</sup> day of February, 2024.

FOR THE UNION:

MONTCALM COUNTY  
CHAPTER OF LOCAL  
3067.03, affiliated with COUNCIL  
NO. 25 AFSCME, AFL-CIO

Chalio O'Brien  
Kennedy Kohler  
\_\_\_\_\_  
\_\_\_\_\_

FOR THE EMPLOYERS:

MONTCALM COUNTY

[Signature]  
[Signature]  
[Signature]  
[Signature]  
MONTCALM COUNTY CLERK  
[Signature]

MONTCALM COUNTY  
DRAIN COMMISSIONER

Andrea Krause

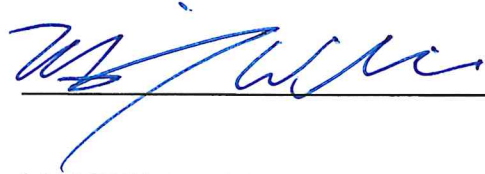
MONTCALM COUNTY  
PROSECUTING ATTORNEY

Kimberly Kuhn

MONTCALM COUNTY  
REGISTER OF DEEDS

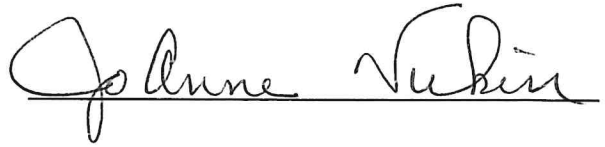
---

MONTCALM COUNTY SHERIFF



---

MONTCALM COUNTY TREASURER



---

on or before the sixtieth (60th) day prior to the expiration, serve written notice on the other party of a desire to terminate, modify, alter, negotiate, change or amend this Agreement. A notice of desire to modify, alter, amend, negotiate or change, or any combination thereof, shall have the effect of terminating the entire Agreement on the expiration date in the same manner as a notice of desire to terminate, unless before that date all subjects of amendment proposed by either party have been disposed of by agreement or by withdrawal by the party proposing amendment, modification, alteration, negotiation, change or any combination thereof.

IN WITNESS WHEREOF, the parties hereto have set their hands this 16<sup>th</sup> day of February, 2024.

FOR THE UNION:

MONTCALM COUNTY  
CHAPTER OF LOCAL  
3067.03, affiliated with COUNCIL  
NO. 25 AFSCME, AFL-CIO

Chalice O'Brien  
Kennedy Kohler  
Mary C. Openlander

FOR THE EMPLOYERS:

MONTCALM COUNTY

[Signature]  
[Signature]  
[Signature]  
[Signature]  
MONTCALM COUNTY CLERK  
[Signature]

MONTCALM COUNTY  
DRAIN COMMISSIONER

Andre Krause

MONTCALM COUNTY  
PROSECUTING ATTORNEY

Kimberly Kuhn

MONTCALM COUNTY  
REGISTER OF DEEDS

**Appendix A  
Wages and Classifications  
General Unit**

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<b><u>2024</u></b>						
Custodian/Drain Maintenance Laborer	14.78	15.56	16.34	17.06	17.78	18.31
Assessment Roll Spec/Office Assistant Drain Crew Group Leader	16.10	16.78	17.54	18.56	19.45	20.03
Maintenance	16.53	17.24	17.95	18.98	19.93	20.53
Animal Control Officer/Administrative Aide/ Junior Appraiser/Victims Rights Coord	17.30	18.06	18.90	19.78	20.48	21.09
Office & Accounts Manager	18.17	18.98	19.83	20.80	21.48	22.12
Drain Maintenance Supervisor	19.84	20.65	21.40	22.12	22.73	23.41
Appraiser	20.00	20.93	21.69	22.37	22.99	23.68
Code/Ordinance Officer	20.80	21.66	22.43	23.20	23.84	24.56

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<b><u>2025</u></b>						
Custodian/Drain Maintenance Laborer	15.22	16.03	16.83	17.57	18.31	18.86
Assessment Roll Spec/Office Assistant Drain Crew Group Leader	16.58	17.28	18.07	19.12	20.03	20.63
Maintenance	17.03	17.76	18.49	19.55	20.53	21.15
Animal Control Officer/Administrative Aide/ Junior Appraiser/Victims Rights Coord	17.82	18.60	19.47	20.37	21.09	21.72
Office & Accounts Manager	18.72	19.55	20.42	21.42	22.12	22.78
Drain Maintenance Supervisor	20.44	21.27	22.04	22.78	23.41	24.11
Appraiser	20.60	21.56	22.34	23.04	23.68	24.39
Code/Ordinance Officer	21.42	22.31	23.10	23.90	24.56	25.30

**Appendix A**  
**Wages and Classifications**  
**General Unit**

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<b><u>2026</u></b>						
Custodian/Drain Maintenance Laborer	15.68	16.51	17.33	18.10	18.86	19.43
Assessment Roll Spec/Office Assistant Drain Crew Group Leader	17.08	17.80	18.61	19.69	20.63	21.25
Maintenance	17.54	18.29	19.04	20.14	21.15	21.78
Animal Control Officer/Administrative Aide/ Junior Appraiser/Victims Rights Coord	18.35	19.16	20.05	20.98	21.72	22.37
Office & Accounts Manager	19.28	20.14	21.03	22.06	22.78	23.46
Drain Maintenance Supervisor	21.05	21.91	22.70	23.46	24.11	24.83
Appraiser	21.22	22.21	23.01	23.73	24.39	25.12
Code/Ordinance Officer	22.06	22.98	23.79	24.62	25.30	26.06

<u>YEAR/CLASSIFICATION</u>	<u>HIRE</u>	<u>6 MTHS</u>	<u>1 YEAR</u>	<u>2 YEAR</u>	<u>3 YEAR</u>	<u>4 YEAR</u>
<b><u>2027</u></b>						
Custodian/Drain Maintenance Laborer	16.15	17.01	17.85	18.64	19.43	20.01
Assessment Roll Spec/Office Assistant Drain Crew Group Leader	17.59	18.33	19.17	20.28	21.25	21.89
Maintenance	18.07	18.84	19.61	20.74	21.78	22.43
Animal Control Officer/Administrative Aide/ Junior Appraiser/Victims Rights Coord	18.90	19.73	20.65	21.61	22.37	23.04
Office & Accounts Manager	19.86	20.74	21.66	22.72	23.46	24.16
Drain Maintenance Supervisor	21.68	22.57	23.38	24.16	24.83	25.57
Appraiser	21.86	22.88	23.70	24.44	25.12	25.87
Code/Ordinance Officer	22.72	23.67	24.50	25.36	26.06	26.84

## APPENDIX B

### MAINTENANCE – ON CALL

The Union and the Employer are in agreement with the following:

The Employer will continue the practice of assigning a pager to Maintenance employees while the Maintenance Supervisor is on leave. The employee assigned the pager will receive four (4) hours of comp time for a seven (7) day period and two (2) hours of comp time for a weekend or long holiday weekend. If on call, the employee must be available to report within one (1) hour of the call. If called in, payment for hours worked begins from the time of the call. The pager is to be split as equally as possible between Maintenance employees when the Supervisor is on leave.

If the employee uses his/her own vehicle, s/he will be reimbursed mileage at the current IRS rate including mileage to and from the maintenance building if called out.

Local 3067.03, AFSCME

Charlie O'Brien  
Kennedy Bohrer  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2-28-2024

Montcalm County

[Signature]  
[Signature]  
[Signature]  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: 2/26/2024

## APPENDIX B

### MAINTENANCE – ON CALL

The Union and the Employer are in agreement with the following:

The Employer will continue the practice of assigning a pager to Maintenance employees while the Maintenance Supervisor is on leave. The employee assigned the pager will receive four (4) hours of comp time for a seven (7) day period and two (2) hours of comp time for a weekend or long holiday weekend. If on call, the employee must be available to report within one (1) hour of the call. If called in, payment for hours worked begins from the time of the call. The pager is to be split as equally as possible between Maintenance employees when the Supervisor is on leave.

If the employee uses his/her own vehicle, s/he will be reimbursed mileage at the current IRS rate including mileage to and from the maintenance building if called out.

Local 3067.03, AFSCME

Charlie O'Brien  
Kennedy Kohler  
Maury C. Openlander

Date: 8-28-2024

Montcalm County

[Signature]  
[Signature]  
[Signature]

Date: 8/26/2024