APPENDIX B

AGREEMENT

Between

THE ST. CLAIR COUNTY CLERK/REGISTER OF DEEDS

AND

CLERK/REGISTER OF DEEDS CLERICAL EMPLOYEES

AFSCME 1089

CONCERNING ALL NON-ECONOMIC MATTERS

JANUARY 1, 2018

THROUGH

DECEMBER 31, 2019

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AGREEMENT

This Agreement on behalf of deputy clerks/registers employed in the office of the St. Clair County Clerk/Register entered into by the St. Clair County Public Service Employees, AFSCME 1089(hereafter referred to as the "Union"), and the St. Clair County Clerk/Register (hereafter referred to as the "Clerk/Register") , effective January 1, 2018 for all terms and conditions as set forth herein, shall recognize the St. Clair County Clerk/Register as Co-Employer with the County of St. Clair as it affects employees of the department of County Clerk/Register of Deeds.

This Agreement shall exclusively provide, define and establish terms and conditions of employment for deputy clerks/registers employed in the office of the St. Clair County Clerk/Register without regard to, reference to or application of any other collective bargaining agreement between the Union and the County. The Clerk/Register shall exercise exclusive authority and responsibility to collectively bargain matters of administrative policy, procedures and all management rights. The County shall exercise exclusive authority and responsibility to collectively bargain matters of wages, economic fringe benefits.

PURPOSE AND INTENT

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

The parties recognize that the interests of the community depend upon the Union's and the Co-Employer's success in establishing proper services to the citizens of St. Clair County.

ARTICLE 1
RECOGNITION

SECTION 1

The Union is hereby recognized as the exclusive representative to the Co-Employer for the purpose of collective bargaining where applicable with respect to wages, rates of pay, hours of employment, and other employment conditions for all Deputy Clerks/Registers within the Clerk/Register's Office.

ARTICLE 2
UNION SECURITY

SECTION 1

All current employees covered by this Agreement and all new employees hired after the effective date of this Agreement who sign a dues deduction authorization card shall pay the monthly dues uniformly required of members who authorize dues withholding. An employee may revoke their authorization for dues withheld by written notice served to both the County and the Union.

SECTION 2

Pursuant to the Michigan Public Employment Relation Act, it is not a condition of employment that any employee joins the Union or pays dues or service fee.

SECTION 3

For those employees for whom properly executed payroll deduction authorization forms are delivered to the Human Resources office the Employer will deduct Union dues or representation fees each pay period as per such authorization and shall remit to AFSCME Council 25 any and all amounts so deducted, together with a list of employees from whose pay such deductions were made.

SECTION 4

In the event that the legislation commonly known as "Right to Work" be overturned, the Union Security Language contained in the July 1, 2009 through June 30, 2013 Collective Bargaining Agreement, shall automatically replace the aforementioned language of Section 1-3 above.

If any part of the legislation be determined invalid, the parties shall meet and confer to address those specific issues.

ARTICLE 3
UNION REPRESENTATION

SECTION 1

Employees covered by this Agreement may be represented on all matters of application of this Agreement by one (1) duly appointed Steward or Chapter Chairperson employed with the Clerk/Register and the Local President.

SECTION 2

Employees subject to this Agreement shall be represented by a bargaining committee selected by the employees of the Clerk/Register's Office comprised of no more than two (2) members who shall be employed in the office of the Clerk/Register. The bargaining committee members shall suffer no loss of pay or benefits for attending negotiation meetings scheduled during their regularly scheduled hours of work. The Co-Employer will continue to provide the compensation and benefits of no more than two (2) committee members who are from the same department. The Co-Employer shall not be required to compensate the Bargaining Committee members for time spent in preparatory meetings for negotiations.

SECTION 3

The representatives of the Union shall suffer no loss of pay or benefits for representing members of the Bargaining Unit on all matters of application of this Agreement during regularly scheduled hours of work.

SECTION 4

The Union shall notify the Clerk/Register and Human Resources Director, in writing of names of all Local representatives of the Union. Members of the Unit who are not officially identified as Union Representatives shall not be recognized or permitted to represent the interests of other members of the Union to the Co-Employer. Changes in Union representation shall be made, in writing, to the Clerk/Register and Human Resources Director in prompt fashion.

SECTION 5

The representation of employees shall not unduly disrupt the operation of the Co-Employer's effective rendering of services. To facilitate this end, the employee representative and the employee(s) shall notify the Clerk/Register of their need to meet and confer or to expedite Union business. The Clerk/Register shall not deny any reasonable request that does not unduly disrupt the effectiveness of the department's operation. The Co-Employer, including its Supervisors, shall make every effort to accommodate the representatives of the Union in their representation of Bargaining Unit members to promote harmonious labor relations.

ARTICLE 4
MANAGEMENT RIGHTS

SECTION 1

The County of St. Clair and the St. Clair County Clerk/Register, on his/her own behalf and on behalf of the people of the County, retains and reserves unto himself/herself without limitations all powers, rights, authority, duties and responsibilities conferred upon and vested in him/her by the laws and the Constitution of the State of Michigan, and of the United States regarding the St. Clair County Clerk/Register's office.

SECTION 2

A. The Clerk/Register is an elected official in the state of Michigan and County of St Clair with specific constitutionally and legislatively granted rights. The Clerk/Register is directly accountable to the citizens of the County and is ultimately responsible for every discretionary decision rendered by him/her or any Deputy he/she has authorized. This Agreement recognizes the high levels of trust and confidence that are necessary to maintain a sound working relationship between the Clerk/Register and the Deputies covered under this Agreement.

B. The Clerk/Register, on his/her own behalf and on the behalf of the County, hereby retains and reserves unto himself/herself and his office, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in such office by the laws and Constitution of the State of Michigan, and of the United States. These rights specifically include the right to the executive management and administrative control of the Clerk/Register's office. The exercise of these powers, rights, authority, duties and responsibilities by the Clerk/Register and the adoption of such rules, regulations and policies as the Clerk/Register may deem necessary, may be limited only by the specific and expressed terms of this Agreement.

C. The Clerk/Register retains all rights provided by law, which include but are not limited to those listed here:

i. To manage and operate the office of Clerk/Register and its business and to maintain order and efficiency in its operation.

ii. To hire and discharge employees covered by this Agreement. It is understood between the parties that employment under this Agreement is subject to commencement and termination at the will of the Clerk/Register.

iii. To promote, demote, discipline or suspend employees covered by this Agreement.

iv. To install, modify or change methods of operations, work schedules and work assignments.

ARTICLE 5
GRIEVANCE PROCEDURE

SECTION 1

A grievance is any dispute, controversy or difference between a bargaining unit member of the Union and the Co-Employer on any issue with respect to meaning, application or interpretation of any term or provision of this Agreement.

SECTION 2

A grievance shall refer to the specific provision(s) of this Agreement alleged to have been violated.

SECTION 3

A grievance that specifically applies to salary or economic fringe benefit(s) shall be considered economic. All other matters shall be considered non-economic. An economic grievance shall be limited to the application and administration of the wage plan and/or fringe benefit programs as set forth in this Agreement. A grievance shall not be considered economic when compensation and/or fringe benefits are affected as a consequence of applying a non-economic provision of this Agreement, such as but not limited to discipline, layoff, etc.

A. The Clerk/Register shall have authority to hear and resolve all noneconomic grievances including but not limited to:

1. The right of the employee to overtime pay and/or compensatory time credit.

2. The approval or denial of sick day, vacation day, and/or compensatory time use.

3. The maintenance of sick day, vacation day, and/or compensatory time records

4. The appropriateness and implementation of discipline up to and including discharge.

As to these matters and all rights reserved to the Clerk/Register, the decision of the Clerk/Register shall be final and binding on all parties.

B. The County shall have the authority to hear and resolve all economic grievances including but not limited to:

1. The administration of health, life, dental and disability insurance programs or other fringe benefit programs and pension as set forth in this Agreement to which the addendum is attached.

2. The administration of service recognition.

3. The administration of worker's compensation.

4. The administration of the pension and retiree health care plan as set forth in this Agreement to which the addendum is attached.

SECTION 4

The economic grievance shall be subject to the following procedure.

a. An economic grievance shall be referred to the Human Resources Director for resolution within fifteen (15) calendar days of occurrence to be considered timely.

b. An economic grievance may be appealed to binding arbitration if written notice is given to the Human Resources Director within thirty (30) calendar days of the County's grievance response.

c. The Union shall within sixty (60) calendar days following notice of intent, request arbitration through the American Arbitration Association or as otherwise mutually agreed to by the parties or the matter will be untimely. The fees and expenses of the Arbitrator shall be paid by the losing party. All other expenses related to the arbitration proceedings, including any expenses incurred by calling witnesses, shall be borne by the parties incurring such expenses.

d. The arbitrator shall be limited to apply and interpret those Articles and sections of this Agreement and shall have powers as hereby limited by application of Section 1 of this Article, after due investigation, to make a decision in cases of alleged violation, misinterpretation, or misapplication of a specified Article or Section of this Agreement.

e. A grievance relating to pay rates or changes thereto which are within the discretion of the Clerk/Register shall be addressed by the procedure for non-economic grievances as stated in the following Section 5 through 7 and shall not be subject to binding arbitration.

SECTION 5

A non-economic grievance shall first be brought to the attention of the Chief Deputy Clerk or Chief Deputy Register within fifteen (15) calendar days of occurrence. The grievance shall not be in writing and shall be expressed in confidence by the aggrieved employee to the Chief Deputy Clerk or Chief Deputy Register. The employee may be accompanied by any duly designated employee representative covered by this Agreement. The employee will be given full opportunity to be heard and present any evidence or facts in support of his or her position. Every effort shall be made to affect a resolution of the grievance at this stage.

SECTION 6

A grievance which is not resolved at the first step shall then be expressed to the Clerk/Register. It shall not be in writing and shall be communicated in confidence with the full opportunity to be heard and present witnesses and evidence if so desired. The grievant may have any employee representative covered by this Agreement present. The Clerk/Register shall consider the recommendation of the Chief Deputy Clerk or Chief Deputy Register resulting from the first step of the grievance procedure, as well as the responses to it, if any, from the grievant. The Clerk/Register shall independently determine the resolution of the grievance de novo.

SECTION 7

In the event the grievance is not resolved at the second step, the grievance shall be reduced to writing and distributed to all employees covered by this Agreement. Upon receipt of the grievance the employees shall advise of their position on the grievance and tender any comments they deem appropriate. The position statement and comments may be unsigned and directed in confidence to the Clerk/Register or Chief Deputy. In recognition of the professional nature of the staff and in an effort to maintain a harmonious working relationship, full consideration will be given to the positions and comments tendered. Disposition of the grievance shall be made in the sole discretion of the Clerk/Register. The disposition of the grievance and the basis for the disposition shall be communicated in writing to the employees, if requested by them. The decision of the Clerk/Register shall be final and binding on all parties.

SECTION 8

Any member of the bargaining unit who has at least 5 years of service and who is not reappointed as a Deputy Clerk, or whose appointment is revoked or who is discharged, shall be entitled to a severance payment based on the following schedule:

	Weeks of Compensation	
Years of Service	Professional/ Technical	Clerical
5 to 9	2	1
10 to 14	4	2
15 to 19	6	3
20+	8	4

The right of the employee to receive the severance payment shall be contingent upon the employee signing a release in a form that is satisfactory to or by the County.

ARTICLE 6
LAYOFF & RECALL

SECTION 1

Layoff shall mean a reduction in the work force due to a decrease of work, reorganization and/or restructuring as determined by the Clerk/Register or budget limitation as determined by the County, subject to minimum levels of service ability as determined by law.

SECTION 2

When a layoff is determined to be necessary by the Co-Employer, the Union shall be notified promptly. The affected employee shall be provided fourteen (14) calendar day notice of their scheduled layoff. A laid off employee shall be entitled to pay for each work day short of fourteen (14) calendar days. The Union may request to meet with the Co-Employer prior to implementing a layoff. The Co-Employer shall make every reasonable effort to meet with the Union during the fourteen (14) calendar day period. The Co-Employer shall not be prohibited or constrained from instituting a layoff on the basis of attempting to facilitate a meeting.

SECTION 3

When a layoff is necessary in the bargaining unit, it shall be within the discretion of the Clerk/Register to determine which individual or individuals shall be the subject of the layoff. Any decision covering layoff and recall made by the Clerk/Register shall be final and binding on all parties.

SECTION 4

During the period of layoff, an employee shall accrue no seniority nor be eligible for any fringe benefits.

SECTION 5

A laid off employee shall have recall rights for a period of six (6) months or the length of their seniority, whichever is greater, but not greater than one (1) year. In the event a position becomes available, the Clerk/Register shall recall the laid off employee to work, provided the laid off employee is able to perform all the required tasks as determined exclusively by the Clerk/Register. In the event the employee is unable to perform all the tasks, the employee shall be eligible for severance pay as outlined in Article 5, Section 8. In the event an individual is recalled from layoff, his or her benefits shall be reinstated consistent with their rights of seniority prior to their layoff.

ARTICLE 7
VETERANS

SECTION 1

The re-employment rights of employees will be in accordance with all applicable laws and regulations.

SECTION 2

Employees who are in some branch of the Armed Forces Reserve or the National Guard will be paid the difference between their Reserve Pay and their regular pay when they are on full time active duty in the Reserve or National Guard; provided proof of service and pay is submitted. A maximum of two (2) weeks per year is the limitation.

ARTICLE 8
LEAVES OF ABSENCE

SECTION 1

Leaves of absence for reasonable periods, not to exceed one (1) year may be granted within the discretion of the Clerk/Register for the following purposes:

A. Illness leave (physical or mental); and

B. Prolonged illness of spouse, parent or child.

All leaves shall be granted for a period of not more than one (1) year, consistent with complying with the period of medical disability stipulated in writing by the attending physician. The Co-Employer may require an employee on a leave of absence due to illness to submit to an examination by a physician chosen by the Co-Employer, provided the charges of the physician are paid by the County.

SECTION 2

An employee may be entitled to a leave of absence under the Family and Medical Leave Act of 1993. Notice to employees of their rights under the Act and a fact sheet shall be provided the employee in a reasonable method and manner. Leave taken under the Act will be taken consistent with the Act and this provision and the policy of the Co-Employer.

SECTION 3

Leaves of absence for reasonable periods, not to exceed one (1) year, may be granted within the discretion of the Clerk/Register for educational purposes consistent with meeting the operating needs of the Department.

SECTION 4

All leaves based upon illness shall be supported by a statement from the attending physician, when requested by the Co-Employer. In all cases of illness extending beyond seven (7) calendar days, the employee shall provide, upon request by the Co-Employer and at reasonable intervals, physician statements evidencing the employee's inability to return to normal work duties. The Co-Employer may waive the right, but such waiver shall not form the basis for submitting a grievance when such waiver is not granted.

SECTION 5

In no case shall an employee be granted a leave of absence greater than their accrued seniority or 1 year maximum.

SECTION 6

An employee shall not be entitled to return to work from a leave of absence due to illness without medical verification by the attending physician that the employee has recovered and is able to return to normal work duties.

SECTION 7

Request for an extension of a leave of absence shall be submitted in writing to the Clerk/Register no less than five (5) working days prior to the expiration date of the leave.

SECTION 8

While on a leave of absence without pay, the employee accrues no vacation time, sick days, retirement credit, or gain from any other fringe benefit.

a. An employee receiving compensation during a short term disability shall be considered to be on a paid leave of absence.

b. An employee on long term disability receiving no compensation or compensation from a disability insurance carrier shall be considered to be on an unpaid leave of absence.

SECTION 9

Failure to report to work on the first scheduled work day after the expiration of a leave of absence may result in an immediate discharge.

SECTION 10

Leaves of absence with pay for short term educational training which, in the judgment of the Clerk/Register, would benefit the County may be authorized by the Clerk/Register.

ARTICLE 9
WORKING HOURS AND OVERTIME

SECTION 1

The work day shall typically consist of seven and one-half (7 1/2) hours and the work week shall consist of thirty-seven and one-half (37 1/2) hours.

SECTION 2

Employees covered by this Agreement shall be available as needed and determined as necessary by the Clerk/Register in the administration of his/her office, the purposes of which will include, without limitation, such things as Election coverage, Election training, court room trial coverage and educational trainings. This list is illustrative and not exhaustive in nature.

SECTION 3

Employees shall be compensated one and one-half (1 1/2) their base hourly wage for:

a. All work performed by employees in excess of their normally scheduled hours in a day

b. All work performed by employees in excess of their normally scheduled hours in a seven (7) consecutive day work week (Monday-Sunday).

c. Early reporting time: Any full time employee called to work before the start of their regular work day shall receive one and one-half (1 1/2) times their regular pay for the hours worked prior to their normal start only if they exceed their normally scheduled 7 ½ hours that day.

d. Call back time: Any full time employee called back to work after the end of their regular work day that had attained 7 ½ hours shall receive one and one-half (1 $^{1}/_{2}$) times their regular pay for the hours worked in addition to their normal work day (7 ½ hours). An employee called back to work for overtime shall be guaranteed at least two (2) hours pay or compensatory time at the employee's discretion at the rate of one and one-half (1 $^{1}/_{2}$) times their regular pay.

e. The provisions of subparagraph a, b, c and d shall be applied individually to each situation and not collectively. The employee shall not have overtime

compounded by these subparagraphs by applying the provisions together in the same instance.

SECTION 4

Employees shall be compensated at twice their base hourly wage for:

a. All work performed on the seventh (7th) consecutive work day.

b. All work performed on a holiday.

SECTION 5

The Clerk/Register may compensate the employee that works overtime with compensatory time. The employee can choose to have overtime paid. Compensatory time shall be scheduled at the mutual convenience of the employee and the Clerk/Register. Compensatory time shall not accrue beyond thirty-seven and one half (37.5) total hours. All overtime hours beyond thirty-seven and one half (37.5) hours shall be compensated in the form of pay. The employee shall not be allowed to carry over more than thirty-seven and one half (37.5) hours of compensatory time in a calendar year.

SECTION 6

The Clerk/Register may require employees to be "on call" on weekends and holidays.

a. The Clerk/Register shall endeavor to equalize the number of days employees are "on call" throughout the calendar year.

b. Employees may voluntarily trade or give scheduled "on call" duty when approved in advance by the Clerk/Register or designee.

c. An employee "on call" shall be provided with two (2) hours of compensatory time for each weekend day and four (4) hours for each holiday of "on call" duty.

d. In the event the employee is actually called into work, the employee shall be paid overtime in accordance with section 4.d. and section 4.b. or 5 as applicable and shall be entitled to compensatory time as provided in the preceding subsection c.

ARTICLE 10
SENIORITY

SECTION 1

Full time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

Part time employees shall accrue seniority from their most recent date of hire with the County. Seniority shall apply only as set forth in this Agreement.

SECTION 2

The seniority of full time and part time employees shall be maintained separately and distinctly. A part time employee hired prior to January 1, 1983 who becomes full time shall be entitled to fringe benefits as set forth in this Agreement, Article 10.6.

SECTION 3

A part time employee hired on or after January 1, 1983 who becomes full time shall be entitled to fringe benefits as set forth in this Agreement, Article 10.7.

SECTION 4

Prorated seniority shall be calculated in the following manner.

a. The total number of worked by a part time employee shall be divided by nineteen hundred and fifty (1950) annual full time hours contingent upon the operation of the department to establish years of full time service.

b. The remaining hours shall be divided by seven-point-five (7.5) hours in a work day to establish the number of work days.

c. The work days shall be divided by twenty-one-point-sixty-seven (21.67) the average number of work days in a month.

d. The remaining workdays shall be multiplied by one-point-four (1.4) to establish calendar days.

e. The number of years, months and calendar days shall be subtracted from the employee's date of full hire to establish his or her full time seniority date.

ARTICLE 11
LOSS OF SENIORITY

An employee shall lose seniority for the following reasons:

a. Resigns or quits.

b. Is discharged and the discharge is not reversed by the Clerk/Register.

c. The employee does not return to work when recalled from layoff as set forth in the recall provisions of this Agreement.

d. Retires.

e. Fails to return to work at the end of an approved leave, unless authorized or excused in writing.

f. Is absent without approval for three (3) work days in any 36 month period without a call-in, unless the employee can prove extenuating circumstances that prohibited notification of the Employer.

g. Layoff for a continuous period of six (6) months or the length of the employee's seniority, whichever is greater, but not greater than one (1) year.

ARTICLE 12
ACT OF GOD

SECTION 1

In the event of a natural or man-made disaster or emergency, the Chairperson or Vice-Chairperson of the Board of Commissioners, the County Administrator/Controller or Deputy Administrator/Controller, may declare the same and authorize the pay of those employees unable to report to work. Any employee who reports to work shall receive compensatory time or straight pay for the work performed.

SECTION 2

In the event any member or members of the Bargaining Unit are sent home from work or advised not to report to work for reason other than discipline by the Clerk/Register, those employees shall receive their full day's pay for that day.

ARTICLE 13
EQUIPMENT, TOOLS AND SUPPLIES

The Co-Employer shall provide employees with all necessary equipment, tools and supplies needed to perform their duties.

ARTICLE 14
SAFE WORKING ENVIRONMENT

SECTION 1

The Co-Employer and the employees of the County share a mutual concern for providing a safe working environment. In order to better achieve optimum safety at all of its locations and for all of its employees, the Co-Employer and the Union agree to abide by OSHA and MIOSHA for the protection of the Co-Employer and its employees.

SECTION 2

The Co-Employer or the Union shall, in writing, communicate its concern in the form of a safety recommendation. The safety recommendation shall identify the location, setting, danger, and remedy in the issue.

SECTION 3

In the event the safety recommendation is not implemented, or the Union is appraised of the disposition of the recommendation within five (5) days of the written communication, either party may request a meeting to discuss the reasons and/or difficulties in implementing the safety recommendation. Members of the Bargaining Unit called upon to be present at such meeting shall receive their regular pay and benefits when such scheduling is during an employee's regularly scheduled hours of work.

SECTION 4

Responsibilities for the approval and initiation of procedures or policies to promote a safer working environment rest with the Co-Employer and the employees.

SECTION 5

The County will post diagrammed escape routes in a conspicuous place in each of its offices in all County Buildings. The postings will include instructions for evacuation in the event of specific types of disasters and emergencies.

ARTICLE 15
DISCRIMINATION AND HARASSMENT

SECTION 1

The Co-Employer and its Supervisors and the Union and its members agree that all employees are entitled to a work place free of discrimination, sexual, racial or religious in nature and physical, sexual or verbal abuse. The Co-Employer and the Union agree to take action to prevent any such unacceptable conduct and to deal with any related complaints in a fair, impartial and timely.

ARTICLE 16
TERMINATION OF AGREEMENT

This Agreement shall be in effect and become operative on January 1, 2018 and shall continue in operation an effect through December 31, 2019. If either party hereto desires to terminate, modify, or amend this Agreement, it shall give notice at least sixty (60) days prior to December 31, 2019 to the Employer or to the Union as the case may be, of its intention to terminate, modify or amend this Agreement. If neither party shall give notice to terminate, modify or amend this Agreement as provided, the Agreement shall continue in operation and effect after January 1, 2020 subject to termination or modification thereafter by either party upon sixty (60) days written notice.

FOR THE UNION

Faith Wormsbacher

Deborah Morgan

FOR THE CO-EMPLOYER

Jay M. DeBoyer
Clerk/Register

Date: March 14, 2018