Final Signature Copy

AGREEMENT

BETWEEN

BOARD OF COMMISSIONERS OF OTSEGO COUNTY

AND

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS

LOCAL 214

Effective January 1, 2017 through December 31, 2018

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AGREEMENT

THIS AGREEMENT, entered into on January 1, 2017, between the BOARD OF COMMISSIONERS FOR THE COUNTY OF OTSEGO, hereinafter referred to as the Employer and TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union" expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement entered into by the Board of Commissioners for the County of Otsego, hereinafter referred to as the "Employer" and Teamsters State, County and Municipal Workers Local 214, hereinafter referred to as the "Union," has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work, and other specified conditions of employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, marital status, race, creed, national origin, political, or Union affiliation.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

ARTICLE I

RECOGNITION

Section 1.1.

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

All employees in the Equalization Department, Treasurer's Department, Clerk's Office, Register of Deeds Office, Zoning Office, Clerical Employees in the Prosecutor's Office, Animal Control, Finance Office; Excluding all Department Heads, Elected Officials, Confidential Employees and all other County Employees as certified by the Michigan Employment Relations Commission in Case No. R 83 H-221.

Section 1.2. Definitions.

A. As used in this Agreement, regular full-time employees shall be employees who work the normal scheduled work week of thirty-seven and one-half (37 1/2) hours or forty (40) hours per week and shall be covered by all the terms of this Agreement.

B. Employees who are normally scheduled to work thirty (30) hours or more per week shall be defined as regular part-time employees and shall be covered by the terms of this Agreement and shall be entitled to the benefits of hospitalization at the applicable cost share rate. Vacation, sick leave, and holidays shall be granted on a pro-rated basis in accordance with the number of hours they are regularly scheduled to work.

C. Temporary employees shall be those employees who are hired for a specified period of time not to exceed ninety (90) consecutive days in any calendar year and shall not be subject to the terms of this Agreement.

D. Irregular part-time, hourly employees are those employees not having a regular scheduling of hours but work when required and shall not be subject to the terms of this Agreement.

ARTICLE II
MANAGEMENT RIGHTS

Section 2.1.

The Employer retains and shall have the sole and exclusive right to manage its department and divisions 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 hire; 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 determine the nature and number of facilities and

departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, discharge for just cause, layoff and recall personnel; to establish reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill; to establish and change work schedules; to provide and assign relief personnel; to continue and maintain its operations as in the past, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement, and, as such they shall be subject to the Grievance Procedure established in this Agreement.

Section 2.2.

The Union hereby agrees that the Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE III

UNION AND EMPLOYEE RIGHTS

Section 3.1.

The Union, as the sole and exclusive bargaining representative of the employees, shall have the rights granted to them by Act No. 379 of the Michigan Public Acts of 1964, as amended from time to time, and by other applicable Michigan Public Acts of 1965, as amended from time to time, and by other applicable Michigan Statutes now or hereafter enacted except as expressly limited by the terms of this Agreement.

Section 3.2. Bargaining Committee.

The employees shall be represented by a bargaining committee of two (2) members who shall be elected in any manner determined by the employees. All members of the bargaining committee

shall be seniority employees of the Employer. The bargaining committee shall represent the employees in connection with contract negotiations.

Section 3.3.

The Employer will not interfere with or discriminate in any way against any employee in the above bargaining unit by reason of his or her membership in the Union, nor will the Employer encourage or discourage membership in the Union or any other labor organization.

Section 3.4. Union Visitation.

Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards of the Local Union and/or representatives of the Employer concerning matters covered by this Agreement but shall not interfere with the operation of the department. The Union will arrange with the Employer for time and place prior to the visit.

ARTICLE IV

UNION SECURITY AND DUES DEDUCTION

Section 4.1.

Membership in the Union is not compulsory. Employees have the right to join, not join, maintain or drop their membership in the Union as they see fit. Neither party shall exert any pressure on or discriminate against an employee as regards to such matters.

Membership in the Union is separate, apart and distinct from the assumption of their equal obligations to the extent that they receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union.

The County will not interfere with, discourage, restrain, nor coerce, County employees because of membership in the Union or any lawful activities herein. Nor shall the County encourage the membership in said Union. This Union hereby agrees that it will not discourage, restrain, nor

coerce any County employees not belonging to the Union from doing their legally assigned work arising out of the course of their employment with the County.

Section 4.2. Dues Deduction.

The County will deduct, upon signed authorization by the requesting employee all dues as stated for the Union, and forward the same to the Union each month. Dues and initiation fees will be authorized, levied and certified in accordance with the Constitution and By-Laws of the Union. Each Union member employee hereby authorizes the Union and the County without recourse to rely upon and honor certificates by the Secretary-Treasurer of the local Union regarding amounts to be deducted and the legality of the adopting action specifying such amounts of the Union dues and/or initiation fees.

Section 4.3. Hold Harmless.

The Union agrees to indemnify and save the County harmless against any and all claims, suits or other forms of liability arising out of its deduction from any employee pay of union dues. The Union assumes full responsibility for the disposition so made once they have been remitted to the Union.

ARTICLE V

SENIORITY AND PROBATION

Section 5.1. Probationary Period.

New employees hired in the unit on a regular full-time basis shall be considered as probationary employees for the first six (6) months of his or her employment. When an employee finishes the probationary period by accumulating six (6) months of employment, the employee shall be placed on the seniority list and shall rank for seniority from the date of hire. There shall be no seniority among probationary employees.

In the event that an employee hired on a temporary basis is subsequently hired as a full-time employee in a particular department, the employee's anniversary date shall be the employee's original date of hire in that department for the purpose of computing seniority and other benefits.

This section applies only to those temporary employees who are employed on a continuous basis in that department from the original date of hire to the time that the employee receives regular full-time status.

Section 5.2. Representation of Probationary Employees.

The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other specified conditions of employment as set forth in Article I of this Agreement, except discharge or discipline for just cause and for other than Union activity.

Section 5.3.

Seniority shall be on a Department basis in accordance with the employee's date of last entry into the Department.

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

B. The seniority list of the date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority according to classification. The Employer will keep the seniority list up to date and properly posted.

Section 5.4. Loss of Seniority.

An employee shall lose his seniority and be terminated for the following reasons only:

A. He or she quits, retires or receives a pension under the County Retirement System.

B. He or she is discharged and the discharge is not reversed through the procedure set forth in this Agreement.

C. He or she is absent for two (2) consecutive working days (voluntary quit), without notifying the Employer. (In proper cases, exceptions shall be made upon the employee producing convincing proof of his or her inability to give such notice.) After such absence, the Employer will send certified

written notification to the employee at his last known address that because of his or her unexcused absence he has voluntarily quit and is no longer in the employ of the Employer.

D. When the work force is increased after a layoff, employees will be recalled in conformity with Article IX. Notice of recall shall be sent to the employee at his or her last known address by registered or certified mail. It shall be the employee's responsibility to keep his or her address current on Employer records. If an employee fails to report for work within seven (7) days from date of mailing of notice of recall, he or she shall be considered a quit.

E. Return from personal leave and leaves of absence will be treated the same as (C) above.

F. If he or she is laid off for a period of two (2) years or length of seniority, whichever is less.

ARTICLE VI

STEWARDS AND ALTERNATE STEWARDS

Section 6.1. Stewards.

Union employees shall elect a Steward who is a regular employee. Union employees may also elect an alternate Steward who is a regular employee to represent them in the absence of the Steward.

Section 6.2.

The Steward or the alternate in the Steward's absence, during regular working hours, without loss of time or pay, in accordance with the terms of this Article, may investigate and present grievances to the Employer, upon having received permission from his supervisor. The supervisor shall grant permission within a reasonable time after the first hour of the shift for the Steward to leave his work for those purposes subject to necessary emergency exceptions. The privilege of the Steward leaving his work during working hours without loss of time or pay is subject to the

understanding that the time will be devoted to the proper processing of grievances and will not be abused.

The Steward and alternate Steward may be required to record time spent. Stewards will perform their regular assigned work at all times except when necessary to leave their work to process grievances as provided herein.

Section 6.3. Notification.

The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of the individual representatives of the Union with which it may be dealing.

ARTICLE VII

GRIEVANCE PROCEDURE

Section 7.1.

It is mutually agreed that all grievances, disputes or complaints arising over the interpretation or application of the contents of this Agreement shall be settled in accordance with the procedure herein provided.

STEP 1.

Any employee having a complaint shall present it to the Employer with the following understanding; before initiating a grievance the employee must first discuss the matter orally with the immediate supervisor or his/her designee, with the Steward present upon request of the employee.

STEP 2.

If not resolved as provided in Step I, it shall be reduced to writing on the regular grievance form provided by the Local Union signed by the employee and presented to the employee's immediate supervisor within five (5) working days of the alleged grievance. Supervision shall answer said grievance within five (5) working days of receipt of same.

STEP 3.

If the grievance is not settled in Steps 1 and 2, the Union shall within five (5) working days after the supervisor's answer, to request a review by the County Administrator. The County Administrator will review the grievance and render his/her decision within seven (7) working days thereafter.

STEP 4: Arbitration

If the grievance is not settled in the last step above, the Union representative may submit such grievance to arbitration. This submission is to be made within thirty (30) days after receipt of the last step answer.

Within 15 days after receipt by the County of written notice from the Union of intent to arbitrate, the parties may mutually agree to non-binding mediation using the services of the Michigan Employment Relations Commission or Federal Mediation and Conciliation Service mediators(s). If agreement is reached to voluntarily mediate the issue, the arbitration shall be held in abeyance pending the completion of the mediation process. Offers or proposals made by either party during the mediation process shall not be used in subsequent arbitration proceedings.

Each grievance submitted to arbitration shall be submitted to the American Arbitration Association in accordance with its voluntary rules and regulations within the time specified above, and such rules shall govern the Arbitration hearing. The Union and the Employer may mutually agree on an arbitrator. If the parties are not able to agree on an arbitrator, then the selection of an arbitrator shall be made by the parties alternately striking names from a list of seven arbitrators.

The arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the arbitrator and that the costs of any arbitration

proceeding under this provision shall be borne equally between the parties, but the fees and wages of representatives, counsel, witnesses or other persons attending the hearing shall be borne by the party incurring them. The Employer will pay for the attendance of either the Steward or alternate Steward at his or her straight-time rate and only for regular working hours.

Section 7.2.

With the exception of arbitration, all grievances must be taken to the next step of the grievance procedure by the Union within five (5) work days, otherwise the Employer's answer to the last step taken will be considered to be the final disposition of that particular grievance. The Employer and the Union may, by mutual agreement, extend the time limits of the Grievance Procedure.

Section 7.3.

Any grievance settlement reached between the Employer and the Union shall be reduced to writing and is binding on all parties and is not subject to revision.

Section 7.4.

Claims for back wages shall be limited to the amount of wages the employee would otherwise have earned, less any unemployment or other compensation that he may have accrued from any source during the period of back pay. No decision in any one case shall require a retroactive wage adjustment in any other case, unless such case has been designated as a representative case by mutual written agreement by the parties.

Section 7.5.

The Employer shall not be required to pay back wages or any monetary amount for any period prior to three (3) weeks before the date the written grievance was actually filed.

Section 7.6. Multiple Grievances.

Multiple grievances may be presented at an arbitration hearing by mutual agreement of the parties.

Section 7.7 No Strike.

It is further agreed that in all cases of any unauthorized strike, slow-down, walk-out- or any unauthorized cessation of work, the Union shall not be liable for damage resulting from such unauthorized acts of its members. While the Union shall undertake every reasonable means to induce such employees to return to his or her jobs during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage will have the sole and complete right of discipline, including discharge.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

Section 8.1.

The parties support the principle of progressive discipline as appropriate. The Employer shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspension, shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union Steward affected, except that no such warning notice need be given to an employee before he or she is discharged if the cause of such discharge is dishonesty, drunkenness or recklessness resulting in serious accident while on duty or where provided elsewhere in the contract or in reasonable work rules established by the Employer. In the case of discharges, notification and copies of such discipline shall be provided to the Union. The warning notice as herein provided, shall not remain in effect for a period of more than one (1) year from the date of said warning notice. Discharge must be by proper written notice to the employee and the Union, and the Employer shall cite specific charges against the employee.

Section 8.2.

The discharged or suspended employee will, upon request, be allowed to discuss his discharge or suspension with his Steward or alternate Steward and the Employer will make available an area

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

Section 8.3. Expedited Grievances.

Should the discharged or suspended employee and the Steward consider the discharge or suspension to be improper, a grievance may be presented, in writing, through the Steward to the employee's immediate supervisor within three (3) regularly scheduled working days of the discharge or suspension. If the decision is not satisfactory to the Union, the grievance shall be processed through the regular grievance procedure, starting at Step 3 of the Grievance Procedure.

Section 8.4. Record.

In imposing any discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than one (1) year previously, nor impose discipline on an employee for errors or mistakes on his employment application unless such errors or mistakes on his employment application give rise to a presumption of deliberate fraud upon the Employer by the employee.

ARTICLE IX

LAYOFF AND RECALL

Section 9.1.

When a reduction in the work force occurs, the following order of layoff shall be followed: casual part-time, temporary, irregular part-time, regular part-time, probationary full-time, and full-time employees. Layoff shall be by departmental seniority, provided, the senior employee(s) not laid off can perform the available work. Department seniority will be calculated from date of the employee's last entry into the Department.

The Employer agrees that if it finds it is necessary to reduce or eliminate present service levels, the Employer will not accomplish such reduction or elimination of services by a reduction in the

normal work week as defined elsewhere in this Agreement. Provided, however, this understanding shall not be construed as to preclude the Employer from laying off employees pursuant to the terms of the Agreement.

Section 9.2.

The Employer will not use an employee in the Department from outside the bargaining unit if a bargaining unit employee is laid off therefrom, except in the case of emergency.

Section 9.3.

In the event of a need to lay off, then the layoff shall be by classification and the Employer shall provide two (2) weeks notice to the affected employees. The least senior employee shall be laid off and shall be allowed to bump into any lower or equal rated classification. Provided, however, the bumping employee must have the ability to perform the work required and have more seniority than the person they are bumping. The bumping employee shall be given a minimal orientation and thirty (30) working days to establish his or her ability to perform the work in the new classification. For bumping purposes, job classifications shall be rated as follows:

PRIORITY LEVEL I:
Chief Deputy Clerk
Chief Deputy Treasurer
Deputy Clerk (Level 3)
Deputy Treasurer II (Level 3)
Appraiser Level II
Prosecutor Clerk (Level 3)
Accounting Clerk

PRIORITY LEVEL II:
Deputy Court Clerk (Level 2)
Deputy Clerk (Level 2)
Statistical Clerk
Prosecutor Clerk (Level 2)
Animal Control Clerk (Level 2)

A. When the work force is to be increased after a layoff, employees will be recalled according to department job classification seniority, in reverse order of layoff, provided the employees recalled are able to perform the available work and are

still on layoff and have not returned to work in another classification.

B. Notice of recall may be by telephone call, confirmed by certified mail to the employee's last known address, as shown on the Employer's records.

C. Upon request, employees will be granted up to one (1) week to return to work

ARTICLE X

JOB OPENINGS

Section 10.1.

When the Employer determines that a vacancy exists in a contract classification:

A. The Employer will first post the vacancy for five (5) working days.

B. Bargaining unit applicants must have one (1) year seniority to bid.

C. In order to be considered for the posted vacancy, applicants must first meet the minimum qualifications of the posted position. Such qualifications shall be available to all applicants prior to and during the posting of vacancies.

D. Final selection shall be based on the applicant's ability to perform the job. Should all applicants be substantially equal in ability, the most-senior applicant will be first offered the position.

E. The selected applicant shall be given a thirty (30) working day trial period to demonstrate his or her ability to perform the minimum qualifications of the new position. The Employer will provide the employee with written standards that they are to meet and will provide on-the-job instruction where required.

F. The trial period may be extended up to an additional thirty (30) days upon agreement of both the Employer and the Union.

G. Should the employee fail to satisfactorily perform the requirements of the new position, pursuant to the preceding sections of this Article, he or she will return to his or her prior position and commensurate rate of pay.

Section 10.2.

The Employer shall set qualifications necessary for vacant positions. Any tests given relative the vacant position shall be uniformly administered.

Section 10.3. Placement

A successful bidder to a higher rated job classification will be compensated in the new position at the rate on the grid for the new position which results in a wage increase for the bidder, regardless of the seniority called for on the grid for that rate for that job. It is agreed that future wage increases will be determined by using the date the employee accepted the higher rated job classification. The successful bidder will then receive future increases in accordance with the grid set for the new job, and waiting periods for increases will be determined from the level the successful bidder enters the grid for the new position. An employee may bid for a lower rated position. In the event such occurs, the employee will receive the rate of pay set for the new position and at the grid step determined by the employee's seniority.

Section 10.4. Placement for NEW employees.

The Employer is vested with full discretion relative to placing a new employee on other than the contract wage grid starting-rate subject to the Employer's inability to start a new employee at higher than the one (1) year rate. Further, the Employer is vested with full discretion in granting merit increases to employees between the start and one (1) year rate. However, no employee can go beyond the one (1) year rate until reaching the required seniority set forth on the grid (i.e. two years, three years). A determination as to one employee will have no precedent setting effect on any other employee.

ARTICLE XI

LEAVES OF ABSENCE

Section 11.1. Unpaid Leave

The Employer, at its option, may grant a temporary leave of absence to full-time bargaining unit employees with at least one (1) year of seniority for periods up to thirty (30) calendar days. A written request explaining the reason for such leave must be submitted to the Employer in writing at least ten (10) days prior to the start of the leave. Such leave may be extended upon written approval

by the Employer. Length of service credits shall not accumulate during such leave. No benefits or wages will accrue to an employee during an unpaid leave of absence

Section 11.2. Military Leave

An employee on voluntary or involuntary military leave for service in the Armed Forces of the United States during national emergencies shall be reinstated upon completion of service, in accordance with the provisions of applicable laws of the United States. This type of leave shall also apply to those called into State service by the Governor during State emergencies.

Section 11.3. Written Request

All leaves shall be in writing signed by the Employer, and the employee receiving same. Employees on leave must report for reassignment to work not later than the first working day following expiration of his or her leave.

Section 11.4. Employment While on Leave

Any employee who makes application for or obtains employment while on leave of absence shall be automatically terminated from the Employer effective the date the leave of absence started and shall reimburse the Employer for the cost of all benefits paid during the leave of absence.

Section 11.5. Continuation of Benefits

No benefits of any kind will be earned by, or accrued to, an employee during any leave of absence set forth in this Article.

Section 11.6. Jury Duty Leave

An employee who serves on jury duty will be paid the difference between his pay for jury duty and his regular pay for a period not greater than thirty (30) days. The employee to be excused must provide to the Employer proof of when to report and must thereafter submit the jury duty pay voucher.

Section 11.7. Paid Negotiations Leave

Employees covered by this Agreement who have been selected by the bargaining unit shall be compensated at their regular rate for time lost from work during their regular working hours while in negotiation sessions with the Employer and without requirement to make up said time (not to exceed two [2] employees.)

Section 11.8. Maternity Leave

Maternity leave shall be treated as any other disability or sick leave.

Section 11.9. Employer Sponsored Education

The Employer shall reimburse employees for work-related seminars, courses, classes, or workshops that may be required by law for an employee to perform work in his or her job. Reimbursement shall be made after the class is satisfactorily completed (passing grade or certification or completion shall document satisfactorily completion).

Approval of all Employer-sponsored education must be obtained from the Board of Commissioners, in advance and in writing. The following criterion must be met before any approval can be considered:

A. The course is offered by a reputable and recognized school, college, university or corporation.

B. The course schedule will allow attendance without disruption of the department's schedule or workload.

C. Funds are available for such courses. Reimbursement will be made after receipt of documented grade/completion reports and tuition receipts. Duplication of other forms or reimbursement shall not be allowed.

Non-required classes that an employee may wish to attend that would contribute directly to the continued development of the professional skills and knowledge of the employee's position with the Employer may be reimbursed by the Employer, after completing the course after an employee has a minimum of one (1) year continuous service, provided prior approval from the Employer is obtained and the conditions of Sections A - C above are met. Conventions, seminars, and workshop

expenses less than one hundred dollars ($100.00) shall be reimbursed by the Employer, provided funds have been budgeted for this purpose. Attendance requires prior Employer approval.

Section 11.10. Funeral Leave

An employee shall be allowed five (5) consecutive work days as funeral leave not to be deducted from sick or personal leave for the death of the employee's mother, father, current spouse, son or daughter, and four (4) consecutive work days for the death of the employee's mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, brother, sister, grandchildren, or a member of the employee's household. Any employee selected to be a pallbearer for a deceased employee will be allowed one (1) funeral leave day with pay. Employees will be paid at his or her straight-time rate of pay for the actual scheduled days missed.

Under unusual circumstances, additional paid funeral time may be granted in addition to that noted herein, and for the death of other than those relatives listed above at the discretion of the Chairman of the Board, or his/her designee.

Section 11.11. Court Appearance Leave

Employees required either by the Employer or any other court of law to appear before a court or such agency on any matters directly related to the employee's work for Otsego County, and in which they are personally involved, shall be granted a leave of absence with pay (as set forth in the following paragraph) for the period during which they are required to be absent from work.

Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and the employee's wages for the time necessarily spent in such. Employees will be paid for the full day after turning over the witness fees to the Employer.

Section 11.12. Union Leave

Leaves of absence with pay will be granted to any employee elected or selected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed one (1) employee at any time, and the number of working days will not exceed a total of ten (10) days in any one (1) calendar year.

Section 11.13. Family Medical Leave Act.

The parties agree to comply with the Family Medical Leave Act. It is further agreed that the Employer may require the exhaustion of all paid leave prior to taking unpaid leave, except for two (2) personal leave days which may be retained at the employee's option.

ARTICLE XII

GENERAL

Section 12.1. Safety Committee

A Safety Committee shall be composed of one (1) Union and one (1) Employer representative who will meet, when necessary, for the purpose of discussing safety matters with the understanding that the Employer has the ultimate responsibility and shall make the final determination on all matters of safety and safety rules. If necessary, there shall be input from a member of the Board of Commissioners.

Section 12.2. Personnel File

The parties agree that records of service will be kept in the employee's personnel file. The employees shall, upon request and reasonable notice, in the presence of the Employer, have access to his personnel file.

Section 12.3. Out-of Classification Pay

Employees shall be eligible for out of classification pay for work performed in a higher rated job classification solely in the event of extended leave of absence or vacation periods of five (5) consecutive days or more.

Section 12.4. Employer Furnished Equipment

The Employer shall furnish all equipment necessary to perform the duties assigned an employee's classification and keep such equipment in safe operating condition.

Section 12.5. Bond

Should the Employer require any employee to be bonded, any premium involved shall be paid by the Employer.

Section 12.6. Creation of New Positions

When a new job is placed in the bargaining unit and cannot be placed in an existing classification, the Employer will notify the Union prior to establishing a classification and wage rate. In the event the Union does not agree that the rate is proper, it shall be subject to negotiation, and, if no agreement is then reached, to the grievance procedure. The job will be filled according to seniority if all other matters such as ability and qualifications are equal.

Section 12.7. Use of Personal Vehicle on Employer Business

If an employee is required by the Employer to use his or her own personal vehicle on the business of the Employer, the employee shall be accorded mileage at $.50 per mile. Department Managers will determine when the use of personal vehicles is mandatory. Whenever possible, unit members will use County pool cars for County business. If a unit member elects to use their personal vehicle instead of an available County pool car for County business, mileage will be reimbursed at the then applicable rate per the County Business Travel Policy.

Section 12.8. On-the-Job Injury

An employee who is injured while on the job and is required to leave the job by medical authority will be paid for the whole day.

Section 12.9. Unsafe Equipment

The Employer shall not require employees to operate any vehicle that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 12.10. Accident Reports

Any employee involved in an accident shall immediately report said accident and any physical injury sustained. An employee shall make out an accident report in writing, on forms furnished by the Employer, and shall turn in all available names and addresses of witnesses to any accidents. Failure to comply with the provision shall subject such employees to disciplinary action by the Employer.

Section 12.11. Bulletin Board

The Employer will provide a bulletin board in the facility where employees hereunder are employed for the posting of seniority and vacation lists and for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the Union Business Representative or the Steward for the Union. The Union will promptly remove from such Union bulletin boards, upon written request of the Employer, any materials which are detrimental to the Union-Employer relationship.

Section 12.12. Equalization of Overtime

Overtime assignments shall be made among employees in a particular job classification engaged in similar work, as far as practicable, on a rotating basis while still maintaining efficiency of operation. The Employer shall consider seniority in making such overtime assignments when initially invoking the above rotational system.

Section 12.13. Call-in Pay

An employee reporting for overtime duty shall be guaranteed at least two (2) hours' pay at the rate of time and one-half but shall perform any work assigned to be eligible for said guarantee.

Section 12.14. Physical Examinations

The Employer may, at its discretion, require that employees submit to physical and mental test and examinations by an Employer-appointed doctor when such tests and examinations are considered to be of value to the Employer in maintaining a capable work force, employee health and safety, etc., provided, however, that the Employer will pay the cost of such tests and examinations and will administer the policy uniformly.

Employees who have been on extended leave as a result of illness or physical ailment may be required to receive and successfully pass a physical examination to determine the employee's continuing ability to perform the duties and responsibilities of the employee's position, or of the position to which the employee may be assigned.

Section 12.15. Bargaining Unit Work

It is understood by the parties that non-bargaining unit personnel may continue to perform bargaining unit work, as in the past.

Section 12.16. Snow Days/ "Act of God" Days

In the event that an employee is unable to report to work after a good faith effort due to snow conditions, the employee shall have the following options:

A. Take the day off without pay;

B. Use a vacation day and receive a regular day's pay; or

C. Use a personal day and receive a regular day's pay; or

D. Make the hours up within the pay period when the snow day occurred with the supervisor's permission.

In the event that the Courthouse is closed by any official empowered to do so, all employees who reported for work shall be guaranteed:

A. Two (2) hours' pay for reporting

B. Four (4) hours' pay if worked more than two (2) hours but less than four (4) hours

C. Six (6) hours' pay if worked more than four (4) hours but less than six (6) hours

D. Seven and one-half (7 1/2) hours' pay if worked more than six (6) hours

The employee may also use vacation, sick, or personal leave to supplement minimum guarantees in order to receive a full day's pay, at the employee's option.

Section 12.17. Uniform Allowance

Employees in the Animal Control Clerk II position are eligible for a clothing reimbursement allowance of up to $200.00 per year. Receipts are required for reimbursement.

Section 12.18. Longevity Pay

Full-time and regular part-time unit employees who have completed six (6) years of service or more will be eligible for the following longevity pay for 2017 and 2018 paid in December. An eligible employee must be active on payroll on December 1st to be eligible for longevity pay. Longevity pay will be pro-rated for regular part-time employees.

Years of Employment	Amount
0-5	0
6-10	150
11-15	175
16-20	200
21-25	225
25 & Over	250

For 2017 and 2018, longevity pay will only be paid if it is approved in the 2017 and 2018 budgets by the Otsego County Board of Commissioners.

ARTICLE XIII

SPECIAL CONFERENCES

Section 13.1.

Special conferences for important matters not normally subject to the grievance procedure will be arranged between the Union and the Employer or its designated representative upon the request of either party.

Section 13.2.

Such meetings shall be between not more than two (2) representatives of the Employer and not more than two (2) representatives of the Local Union. Arrangements for such special conferences shall be made in advance, and an agenda of the matters to be taken up at the meetings shall be presented at the time the conference is requested. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held between the hours of 9:00 a.m. and 9:00 p.m. The members of the Union shall be paid solely for time spent during the regularly scheduled work day in such special conferences. It is understood that the number of conferences will be held to an absolute minimum.

Section 13.3.

Special conferences shall be scheduled within ten (10) days after the request is made, unless otherwise agreed.

ARTICLE XIV

WORKER'S COMPENSATION

Each employee will be covered by the applicable worker's compensation laws, and the Employer further agrees that an employee being eligible for Worker's Compensation will receive, in addition to his worker's compensation income, an amount of money to be paid by the Employer sufficient to make up the difference, if any, between worker's compensation and his regular weekly income based on thirty-seven and one-half (37 1/2) hours per week, or whichever is considered to be normal departmental work week, for a period not to exceed six (6) months from date of compensable condition.

ARTICLE XV

HOURS OF WORK

Section 15.1. Normal Workweek/Workday

The normal workweek for employees covered by this Agreement shall be thirty-seven and one-half (37 1/2) or forty (40) hours per week. The normal workday shall commence at 8:00 a.m. and end at 4:30 p.m., Monday through Friday, including a one (1) hour lunch period which shall be granted at mid-day and which lunch period is unpaid. This section shall in no way be construed as a guarantee by the Employer of any amount of work in any period of time or as a limitation on the Employer's right to schedule work in excess of the normal workday or the normal workweek.

Section 15.2. Work Breaks.

Employees shall be entitled to two (2) fifteen minute breaks; one in the first half of their shift and one in the last half of their shift. Breaks shall be taken at a time to allow continuous operation of the department.

Section 15.3. Overtime/Compensatory Time.

All regular full-time employees shall be paid at the rate of one and one-half (1 1/2) times the employee's regular rate of pay on a daily basis for all hours worked in excess of seven and one-half (7 1/2) hours per day or thirty-seven and one-half (37 1/2) hours per week or eight hours (8) hours per day (depending on their standard work day) or forty (40) hours per week (depending on their standard work week). Upon mutual agreement between the Employer and the employee, employees may opt to take compensatory time in lieu of overtime payment. Compensatory hours should be used as soon as possible following the pay period in which they were earned. Employees may have up to thirty-seven and one-half (37 ½) hours or forty (40) hours (depending on their standard work week) of time in their Compensatory Accrual Bank at any one time.

Section 15.4. Work on a Weekend.

All work performed on Saturday shall be at the rate of time and one-half (1 ½) the employee's regular rate of pay. All work performed on Sunday shall be at double the employee's regular rate of pay. This excludes the Animal Control Clerk II as regular weekend work is required and is paid at regular straight time as it is considered part of the normal forty (40) hour work week.

Section 15.5. Authorization of Overtime.

Overtime will be permitted only when authorized in writing by a Supervisor.

Section 15.6. No Pyramiding.

The allowance of overtime premium on any hour excludes that hour from consideration for overtime payment on any other basis, thus eliminating any double or pyramiding overtime payment.

Section 15.7.

Each employee shall be at his or her designated work place ready for work at his scheduled starting time at the start of his workday and after the lunch period.

ARTICLE XVI

HOLIDAYS

Section 16.1. Holidays.

Regular full-time employees and regular part-time employees (on a pro-rated basis) shall receive seven and one-half (7 1/2) hours' pay or eight hours (8) hours' pay (depending on their standard work week) at the employee's regular straight time hourly rate, exclusive of any shift or overtime premiums, for the following holidays:

New Year's Eve Day	Veteran's Day
New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving Day
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day	Floating Holiday
Labor Day	

To be eligible for holiday pay the employee must work all scheduled hours on the workday before the holiday and all scheduled hours on the workday after the holiday, unless on authorized leave.

Section 16.2. Holiday Celebration.

When a holiday falls on a Saturday, the preceding Friday shall be observed as the holiday recognized by this Agreement; when it falls on a Sunday, the following Monday shall be observed as the holiday; excepting that, whenever state or federal statute requires that any of such holidays be observed on a day or date other than as set forth above, the holiday shall be observed on the day or date prescribed by state or federal statute, whichever is controlling.

When two consecutive holidays fall on Sunday and Monday, the holidays shall be observed on Monday and Tuesday. When two consecutive holidays fall on Friday and Saturday, the holidays shall be observed on Thursday and Friday.

Section 16.3. Work on a Holiday.

Employees who may be required to perform necessary work on any one of the above holidays shall receive two (2) times the employee's regular straight time rate for all hours worked on such holiday.

Section 16.4.

Temporary and part-time employees shall not be entitled to holiday pay.

Section 16.5.

An employee who is scheduled to work on any holiday and does not work said day shall receive no holiday pay for such day.

Section 16.6. Holidays During Vacation.

When a recognized holiday falls within an employee's approved and scheduled vacation period, the employee will receive holiday pay for that day.

ARTICLE XVII

VACATIONS

Section 17.1. Vacation Accrual.

Each regular full-time and regular part-time (on a pro-rated basis) employee shall earn vacation leave credit as follows:

0-5 years service	10 work days (2.88 or 3.08 hrs per pay period)
6-10 years service	15 work days (4.33 or 4.62 hrs per pay period)
11 years and over	20 work days (5.77 or 6.15 hrs per pay period)

New employees are eligible to use vacation leave after ninety (90) days of service.

Section 17.2. Vacation Bank

Vacation leave will be credited to the employee's bank on a bi-weekly basis. Employees can only have up to their base vacation plus five (5) days accrued in their vacation bank at any one time and they may not use more than what is currently in their vacation bank. The intent is to encourage the employee to utilize vacation earned in the year earned if possible.

Section 17.3. Payout Upon Termination.

Upon termination of employment due to resignation, death, retirement, layoff or dismissal, an employee shall be compensated in wages for all unused vacation leave accrued by the employee through date of termination.

Section 17.4.

Vacation pay will be paid at the current straight-time rate of the employee. Current salary shall include any increase in salary schedule by reason of length of service or any percentage increase which an employee is entitled to by reason of any increment plans, which occur during his or her vacation.

Section 17.5. Illness During Scheduled Vacation.

If any employee becomes ill and is under the care of a duly licensed physician or recognized practitioner during his or her vacation and the employee utilizes accumulated personal leave credits for the period of illness, his or her vacation for the number of days so utilized may be rescheduled. Evidence of illness may be required by the Employer.

Section 17.6.

If an employee is required by the Employer to reschedule his or her vacation, then the provision of Section 3 will not be invoked.

Section 17.7. Vacation for Regular Part-Time Employees.

Regular part-time employees shall receive pro-rata vacations based upon the hours they worked in the previous service year.

Section 17.8.

Temporary and part-time employees shall not be entitled to vacations.

Section 17.9.

Vacations shall be taken in minimum increments of at least one (1) week, except that each year employees may use up to two (2) weeks of his or her vacation bank in increments of less than one (1) week with department head approval.

Section 17.10.

For the purpose of computing vacation pay in accordance with the above provisions, hours worked shall include excused time off due to job-related sickness or injury, and paid time off due to sickness or injury. Disability insurance payments do not constitute paid time off.

Section 17.11. Vacation Scheduling.

Vacation time off will be arranged each year in the following manner:

A. On forms furnished by the Employer, the employee will indicate his or her preference for vacation time off. This form will be turned in to their Department Manager no later than April 15 of each year.

B. By May 1 of each year the Employer will post the vacation schedule showing time off for each employee.

C. Where there is a request for the same time off for two (2) or more employees, and the Employer would not be able to operate efficiently, the selection shall be made on the basis of seniority with the highest seniority employee getting the desired time off, unless a mutually satisfactory adjustment can be arranged between the affected employees and the Employer.

D. Employees who fail to submit vacation preference prior to April 15 will be granted vacation on a first-come, first-served basis. In no case shall such employees be allowed to displace an employee who has submitted a timely request for vacation leave.

E. An employee may receive vacation pay in lieu of time off with mutual written agreement between the employee and the Employer.

ARTICLE XVIII

PAID LEAVE

Section 18.1.

On January 1 of each year, each regular full-time employee shall receive seven (7) days equal to fifty-two and one half (52.5) hours of paid leave time for employees with a thirty-seven and one-half hour work week and fifty-six (56) hours of paid leave time for employees with a forty hour (40) work week. This paid leave time may be used for illness or personal reasons. New hires will receive a pro-rata amount of paid leave based on the employee's date of hire. (Example: an employee hired as a full-time employee on June 1st would receive twenty-eight hours (28) of paid leave for that calendar year). Such leave may not be taken until the employee has been employed for six (6)

months. Should an employee be absent because of illness or approved personal reasons during the first six (6) months of employment, the employee may be placed on leave of absence without pay. The Employer has the right to require proof of illness after the third day.

Section 18.2.

Normally seventy-two (72) hours notice shall be required for personal days. However, any employee who finds it necessary to be absent from his or her work shift due to illness shall notify his or her immediate supervisor prior to the beginning of that duty shift.

Section 18.3.

Paid leave may be allowed in cases of sickness or injury occurring during the vacation period. Evidence of such incapacity from the first day must, however, be provided to the satisfaction of the Department Head.

Section 18.4. Pay-out Upon Retirement/Death.

At retirement or death, any employee with accumulated sick/personal leave shall receive pay for up to a maximum of 28 hours (for employees who normally work 40 hours per week) or 26.25 hours (for employees who normally work 37.5 hours per week) of the accumulated leave. In case of death, payment will be made to the deceased employee's beneficiary. Employees who terminate his or her employment from the County shall receive up to a maximum of 28 hours (for employees who normally work 40 hours per week) or 26.25 hours (for employees who normally work 37.5 hours per week) of his or her accumulated leave. There shall be no payment of any accumulated days to an employee discharged for cause.

Section 18.5. Pro-Rated Leave for Regular Part-Time Employees.

Part-time employees who work a regular schedule shall be entitled to a pro-rated paid leave benefit. Such pro-ration shall be based on the average hours worked by the regular part-time employee. Temporary employees shall not be entitled to paid personal leave benefits.

Section 18.6. Pay-out of Unused Days.

Effective January 1st of each year, each employee shall be paid for ~~of any~~ unused paid leave days given to him/her during that calendar year up to a maximum of 28 hours (for employees who

normally work 40 hours per week) or 26.25 hours (for employees who normally work 37.5 hours per week). Payment shall be at his or her then applicable hourly straight-time wage rate on the payroll period closest to Christmas of that applicable year. There shall be no banking of unused paid leave days.

ARTICLE XIX

RETIREMENT

The Employer will provide the MMERS B-3 retirement program with the F55 Waiver (with 30 years) for all employees covered by this Agreement hired on or before December 31, 2011. Employees will contribute 1% of gross wages to the MERS Pension Plan above beginning on January 1, 2017 payable by employee payroll deduction each pay period. The employee contribution will increase to 2% of gross wages beginning on January 1, 2018.

All employees hired on or after January 1, 2012 will be covered by the MERS Hybrid Plan (a combined Defined Benefit and Defined Contribution Plan) with the following provisions:

- Defined Benefit: 1.25% multiplier; Age 60 (normal retirement age), based on a 3 year FAC (final average compensation). The Employer will pay the full cost of the Defined Benefit portion of the MERS Hybrid Plan.
- Defined Contribution: 1% Employer contribution, 1%, 2% or 3% contribution by the employee, Vesting for the DC portion is as follows:

  3 years – 25%

  4 years – 50%

  5 years – 75%

  6 years – 100%

ARTICLE XX

INSURANCE

Section 20.1. Hospitalization Medical Coverage

Effective 2017, the Employer agrees to provide the following: BCBS Insurance Option 3-PPO level; Rx coverage: generic: $20.00 co-pay, brand: $40 co-pay, non-preferred: $80 co-pay, with a 90-day mail order supply available for two co-pays, and an office and chiropractic visit co-pay of $30 or BCN HMO Plan - $250/$500 family deductible; $20 office and $30 specialist and $30 chiropractic visit co-pay; and a $10/30/60/80/20%/20% Rx plan.

Employee will pay 20% of illustrative rate for all the above coverages by pre-tax payroll deduction. The County is not at fault if the coverage is dropped by BCBS, BCN or any vendor for lack of participation. The Employer reserves the right to select and/or change all insurance carriers, provided equivalent benefits are provided.

This coverage shall be applied to seniority employees and will be provided for new employees in the first BCBS or BCN billing period after completion of ninety (90) calendar days.

Section 20.2. Dental and Optical Insurance

Effective January 1, 2015, the Employer will pay 100% of VSP 12/12/12 vision insurance and Delta Dental PPO (100/75/50/50 -$1,000 w/ortho).

This coverage shall be applied to seniority employees and will be provided for new employees in the BCBS or BCN billing period after completion of ninety (90) calendar days. The Employer reserves the right to select and/or change all insurance carriers, provided equal benefits provided.

The County shall comply with all provisions of the Patient Protection and Affordable Care Act [Public Law 111-148 of the 111th Congress, 42 U.S.C. 18001] and as such Health Insurance Plans may be subject to change in order to remain in compliance with same and avoid penalties.

The County may reopen the Collective Bargaining Agreement to address the Patient Protection and Affordable Care Act issues only.

If the County's healthcare renewal for 2018 is over 9.9%, the second year of the contract (2018) is cancelled.

Section 20.3. Continuation of Coverage.

Continuation of hospitalization benefits during a layoff will be in accordance with the Patient Protection and Affordable Care Act.

Continuation of hospitalization benefits after a position elimination will include the employer subsidizing COBRA, if elected, by paying no more than 80% of health insurance coverage (not to include service fee) at the time of a termination due to position elimination for a period of up to 3 months.

Section 20.4.

Employees hired before January 22, 2009, who do not participate in the MERS Post Employment Healthcare Savings Program in Section 5, may elect to continue their group health care coverage through the Otsego County Group Health Plan in the retiree group suffix (medical and prescription only) with the premium of the healthcare insurance the responsibility of the employee which must be prepaid at current group rates. At the age of 65, the retired employee becomes eligible for Medicare. If the retiree elects to remain in the retiree suffix, the County pays a portion of the Medicare supplemental insurance and prescription premium for the employee only. The retiree contribution cost is determined each plan year. For 2017, the retiree contribution is 20% of the group rate. The benefit would transfer to the surviving spouse upon the death of the employee if the retiree elects the Death- After- Retirement Surviving Spouse Benefit on their MERS Retirement Program. This policy is renewable annually and may be discontinued at the end of any fiscal year by majority vote of the Board of Commissioners.

Section 20.5.

For all new hires after January 22, 2009, The Employer agrees to match employee contributions up to $40 per month to the County's MERS Post Employment Healthcare Savings Account beginning as soon as the program participation agreement is executed after the contract is signed. Contributions will cease the month an employee terminates or retires. There will be a $20

minimum per month mandatory employee contribution to the plan. There will be a one (1) year vesting requirement on the program for Employer contributed funds.

For new hires as of January 22, 2009, participation in the MERS Post Employment Healthcare Savings Program is mandatory. New hires are not eligible to participate in the County sponsored retiree healthcare program in Section 4.

Present members of the bargaining unit will be given a one-time option to permanently waive enrollment in the County sponsored retiree healthcare program in Section 4 within a 30 day window designated by the Employer and to have a MERS Post Employment Healthcare Savings Account.

Section 20.6.

The insurance coverage listed above shall be discontinued on the day the employee's services are terminated or he or she quits.

Section 20.7.

An eligible full-time employee or regular part-time employee who returns from an approved leave of absence or is recalled to work during any month in which the employee's Employer paid insurance has not been in force shall have said insurance reinstated as soon as permissible under the terms of the insurance plan.

Section 20.8. Short Term Disability Insurance/Life Insurance.

The Employer shall provide a supplemental sickness/accident lost income insurance policy, at its expense, for all full-time and regular part-time employees. The policy shall provide a minimum benefit level of sixty-seven percent (67%) of an employee's normal weekly gross up to a maximum of five hundred dollars ($500.00) per week. Coverage shall be for periods of disability (including pregnancy) up to twenty-six (26) weeks per year, per occurrence, and effective on the first (lst) day of a non-work related accident or eighth (8th) day of a non-work related illness. The sickness/accident insurance coverage shall be inclusive of a twenty thousand dollar ($20,000.00) term life insurance policy with accidental death/dismemberment coverage for each employee.

For purposes of continuation of benefits that an employee is otherwise entitled to, and for seniority accrual, an employee receiving sickness/accident insurance benefits will be considered on a

paid leave. Provided, however, if a paid holiday falls during the period an employee is receiving sickness/accident insurance benefits, the employee shall not receive holiday pay for that holiday.

Section 20.9. Payment in Lieu of Health Insurance

Eligible regular full-time employees electing to not participate in the Employer's group medical care coverage will receive an annual stipend of $2,000, to be paid quarterly. Non-participants will provide proof of coverage(s) from another source and are subject to carrier rules regarding re-entry into the Employer Sponsored plan (s). Employees that are covered under the Employer's plan through a spouse that also works at the Employer are not eligible for the annual Medical Care Opt out Stipend.

ARTICLE XXI

MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operations relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement unless such conditions of employment are covered by this Agreement.

ARTICLE XXII

SAVINGS CLAUSE

If any Article or Section of this Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of and Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addenda shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

ARTICLE XXIII

SCOPE OF AGREEMENT

Section 23.1.

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

Section 23.2.

This Agreement supersedes and cancels all previous agreements, verbal or written, alleged practices, employee handbooks, policies, etc., and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

Section 23.3.

This Agreement may be rejected, modified, or terminated by an Emergency Manager consistent with the terms of the Local Government and School District Fiscal Accountability Act, 2011 PA 4. MDXL 141.1501 to 141.1531.

ARTICLE XXIV

TERMINATION

This Agreement shall be effective January 1, 2017, and shall remain in full force and effect until the December 31, 2018, unless either party shall notify the other in writing, at least ninety (90) days prior to the anniversary date it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date that it desires to modify this Agreement. This Agreement shall remain in full force and be effective during the period of negotiations until notice of termination is provided by either party.

OTSEGO COUNTY

By: _____
John M. Burt
County Administrator

By: _____
Paul Liss
Commissioner

Date: 1-9-17

TEAMSTERS STATE, COUNTY AND MUNICIPAL WORKERS LOCAL 214

By: _____
Curtis Brown
Teamsters Business Representative

By: _____
Lynn Branch
Teamsters Union Steward

Date: 1/23/17

APPENDIX A
JOB CLASSIFICATIONS BY DEPARTMENT

County Clerk/Register of Deeds
Chief Deputy Clerk
Deputy Clerk (Level 3)
Deputy Court Clerk (Level 2)

County Treasurer
Chief Deputy Treasurer
Deputy Treasurer II (Level 3)

Equalization Department
Appraiser Level II
Statistical Clerk

Finance Department
Accounting Clerk

Building/Zoning Departments
Clerk Typist (Level 1)

Prosecutor's Office
Prosecutor Clerk (Level 3)
Prosecutor Clerk (Level 2)

Animal Control
Animal Control Clerk (Level 2)

It is agreed and understood that the designation of job title or classification is not to be construed as a description of job content or to restrict work assignments.

APPENDIX B
WAGE GRID - Effective January 1, 2017 – (2% Increase)

	Start (Step 1)	1 Year (Step 2)	2 Years (Step 3)	3 Years (Step 4)
CLERK & REGISTER OF DEEDS				
Chief Deputy Clerk	14.50	15.72	16.81	18.22
Deputy Clerk (Level 3)	12.78	13.98	15.13	16.51
Deputy Clerk (Level 2)	12.70	13.55	14.68	16.12
COUNTY TREASURER				
Chief Deputy Treasurer	14.50	15.72	16.81	18.22
Deputy Treasurer II (Level 3)	12.78	13.98	15.13	16.51
EQUALIZATION DEPARTMENT				
Appraiser Level II	15.98	17.13	18.31	19.45
Statistical Clerk	12.34	13.02	13.75	14.96
BUILDING/ZONING DEPARTMENTS				
Clerk Typist (Level 1)	12.34	13.02	13.75	14.96
PROSECUTOR'S OFFICE				
Prosecutor Clerk (Level 3)	12.78	13.98	15.13	16.51
Prosecutor Clerk (Level 2)	12.70	13.55	14.68	16.12
ANIMAL CONTROL				
Animal Control Clerk (Level 2)	12.70	13.55	14.68	16.12
FINANCE DEPARTMENT				
Accounting Clerk	16.81	18.22	19.51	21.15

APPENDIX C
WAGE GRID - Effective January 1, 2018 – (2% Increase)

	Start	1 Year	2 Years	3 Years
CLERK & REGISTER OF DEEDS				
Chief Deputy Clerk	14.79	16.03	17.15	18.58
Deputy Clerk (Level 3)	13.04	14.26	15.43	16.84
Deputy Clerk (Level 2)	12.95	13.82	14.97	16.44
COUNTY TREASURER				
Chief Deputy Treasurer	14.79	16.03	17.15	18.58
Deputy Treasurer II (Level 3)	13.04	14.26	15.43	16.84
EQUALIZATION DEPARTMENT				
Appraiser Level II	16.30	17.47	18.68	19.84
Statistical Clerk	12.59	13.28	14.03	15.26
BUILDING/ZONING DEPARTMENTS				
Clerk Typist (Level 1)	12.59	13.28	14.03	15.26
PROSECUTOR'S OFFICE				
Prosecutor Clerk (Level 3)	13.04	14.26	15.43	16.84
Prosecutor Clerk (Level 2)	12.95	13.82	14.97	16.44
ANIMAL CONTROL				
Animal Control Clerk (Level 2)	12.95	13.82	14.97	16.44
FINANCE DEPARTMENT				
Accounting Clerk	17.15	18.58	19.90	21.57