

AGREEMENT

BETWEEN

SHIAWASSEE COUNTY

AND

SHIAWASSEE COUNTY EMPLOYEES  
CHAPTER OF LOCAL #1059  
AFFILIATED WITH MICHIGAN COUNCIL #25  
AMERICAN FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES, AFL-CIO

*Shiawassee County*

*Afscme*

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ELNA M. TWATCHER  
Clerk of Shiawassee Co., Michigan

LABOR AND INDUSTRIAL  
RELATIONS COLLECTION  
Michigan State University

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## AGREEMENT

This Agreement entered into this 1st day of November, 1987, between the SHIAWASSEE COUNTY BOARD OF COMMISSIONERS, COUNTY CLERK, TREASURER, REGISTER OF DEEDS, and DRAIN COMMISSIONER, (hereinafter referred to as the "EMPLOYER") and the SHIAWASSEE COUNTY EMPLOYEES: CHAPTER OF LOCAL #1059, AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME, AFL-CIO, (hereinafter referred to as the "UNION").

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

### PURPOSE AND INTENT

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

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

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

### ARTICLE 1

#### RECOGNITION

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

ALL employees EXCLUDING supervisors, (as defined by Public Employee Relations Act), elected officials, chief deputies, department heads, sheriff's department, professional employees, medical care facility employees, health department employees, all court employees, confidential employees, prosecuting attorney's office employees and electrical inspector.

## ARTICLE 2

### AID TO OTHER UNIONS

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

## ARTICLE 3

### UNION SECURITY - AGENCY SHOP

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

(b) Employees covered by this Agreement who are not members of the Union at the time it becomes effective shall be required as a condition of continued employment to become members of the Union or pay a service fee equal to dues and initiation fees required for membership, commencing thirty (30) days after the effective date of this Agreement, and such condition shall be required for the duration of this Agreement.

(c) Employees hired, rehired, reinstated or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required as a condition of continued employment to become members of the Union or pay a service fee to the Union equal to dues and initiation fees required for membership for the duration of this Agreement, commencing the thirtieth (30th) day following the beginning of their employment in the unit.

## ARTICLE 4

### UNION DUES AND INITIATION FEES

(a) Payment by Check-off. Employees shall tender the initiation fee and monthly membership dues, or a service fee equivalent to union dues, by signing a proper authorization for the membership dues levied, or the equivalent as a service fee, from the pay of each employee who executes or has executed an Authorization for Check-off of Dues form. The Employer will be notified by the Treasurer of the local Union when the amount of dues are changed.

(b) When deduction begins. Check-off deductions under all properly executed Authorization for Check-off forms shall become effective at the time the application is signed by the employee and shall be deducted from the last pay of the month and each month thereafter.

(c) Deductions for any calendar month shall be remitted to the designated financial officer of Michigan Council #25, AFSCME, AFL-CIO, with an alphabetical list of names and addresses of employees from whom dues or service fees have been deducted as soon as possible after the last payday of the month. The Employer shall further advise said financial officer of the names and addresses of any employee, who through a change in their employment status, are no longer subject to deductions and/or of becoming subject to dues deductions for the first time.

(d) Termination of Check-off. An employee shall cease to be subject to check-off deductions beginning with the month in which he/she is no longer a member of the bargaining unit. The local Union will be notified by the Employer of the names of such employees following the end of each month in which the termination took place.

(e) Disputes Concerning Payment of Dues or Service Fee. Any dispute arising out of an employee's non-compliance with the provisions of this Article shall be reviewed by the designated representative of either the local Union or Council #25, and if not resolved, shall be decided at the final step of the grievance procedure.

## ARTICLE 5

### SAVE HARMLESS

In the event the Employer, acting on the request of the Union, discharges or attempts to discharge an employee for failure to comply with the provisions of Articles 3 and 4, the Union shall indemnify the Employer against any and all claims, demands, suits, expenses, or other forms of liabilities of whatsoever kind and nature that shall arise out of action taken by the Employer for the purpose of complying with the provisions of this Agreement.

## ARTICLE 6

### SPECIAL CONFERENCES

(a) Special conferences for important matters other than grievances will be arranged between the Chapter Chairperson and

the Employer or its designated representative upon the request of either party. Such meetings shall be between two representatives of the Union and two representatives of management. Arrangements for such special conferences shall be made in advance and an agenda of the matters to be taken up at the meeting shall be presented at the time the conference is requested. Matters taken up in special conference shall be confined to those included in the agenda. Conferences shall be held at a mutually-agreed-upon time. The members of the Union shall not lose time or pay for time spent in such conferences. This meeting may be attended by a representative of the Council and/or a representative of the International Union, and a representative of the Employer.

(b) The Union representative may meet at a place designated by the Employer on the Employer's property for at least one-half hour immediately preceding the conference with the representatives of the Employer for which a written request has been made.

## ARTICLE 7

### BARGAINING COMMITTEE AND STEWARDS

#### Section 1: Bargaining Committee

(a) The Bargaining Committee will include not more than five (5) employees. The Union will furnish the Employer with a written list of the Bargaining Committee members prior to the first bargaining meeting and substitution changes thereto, if necessary.

(b) Employee members of the Bargaining Committee will be paid for the time spent in negotiations in the event they are scheduled to work during a bargaining meeting. Said time shall be only for straight time hours they would otherwise have worked on their regularly scheduled shift. Employees shall return to their work station after negotiations have terminated, provided that there is time left in their normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of their normal shift. Time spent in caucus with the staff representatives of the Union before, after, or between bargaining sessions may be considered as part of the negotiation process. Prior approval of the Department Head is required for attendance at such caucuses if it is to occur on the employee's regularly scheduled work time.

(c) No pay shall be received for time spent in accordance with this section if the employee is not scheduled to work.

## Section 2: Stewards

(a) Employees covered by this Agreement shall be represented by two (2) Stewards, not more than one (1) from a department. The Employer shall be notified of the names of the Stewards. In the absence of a Steward, an alternate may be appointed by the Chapter Chairperson.

(b) The Stewards, during their working hours, without loss of pay, may investigate and present grievances to the Employer, it being agreed that investigation shall be performed with a minimum of interference with work assignments and loss of working time. However, in no event shall the Stewards leave their work for such purpose without first obtaining approval from their supervisor. Such approval shall not be unreasonably withheld.

## ARTICLE 8

### GRIEVANCE PROCEDURE

(a) Definition of Grievance. The term "grievance" as used in this Agreement is defined as a claim of a violation of this Agreement. Any grievance filed shall refer to the specific provision alleged to have been violated and shall set forth the facts pertaining to the alleged violation. All grievances shall be commenced within ten (10) days after the grievance has become known, or should reasonably have been known by the employee. Grievances must conform to the above stated provisions.

(b) Grievance Procedure. All grievances shall be presented in the following manner:

Step 1: Verbal Procedure. If an employee has a grievance and wishes to enter it into the grievance procedure, the employee and the Steward shall, within ten (10) days after the grievance has become known, or should reasonably have been known by the employee, discuss it with the employee's immediate supervisor with the object of resolving the matter informally. The Employer shall provide an answer within three (3) days.

Step 2: Written Procedure. If the grievance is not satisfactorily resolved at Step 1, the Steward shall reduce the grievance to writing and present it to the Department Head within five (5) days after the answer discussion of Step 1. The grievance shall be dated and signed by the aggrieved employee and his/her Steward and shall set forth the facts, including dates if known, and the provisions of the Agreement that are alleged to have been violated and the remedy desired, as provided in (a)



above. The Department Head shall schedule a meeting with the Steward and the employee within five (5) days from the receipt of the grievance and give a written answer to the Steward within five (5) days after the meeting.

Step 3: In the event the grievance is not satisfactorily resolved in Step 2, the Chapter Chairperson may, within five (5) days of receipt of the decision of the Department Head, issue a written request for a meeting to be scheduled between no more than three (3) Union officials, not more than two (2) of whom shall be employees and Employer representatives consisting of at least one (1) County Commissioner to discuss the grievance and the decision rendered by the Department Head. Such meeting will be held within ten (10) days from the date the request is received by the Department Head. The Employer or its designated representative shall render its decision within five (5) days of said meeting. The grievant shall be present if requested by the Employer or Union representatives.

Step 4: Arbitration Request. If the grievance is not satisfactorily resolved in Step 3, the Union may request arbitration by notifying the Employer in writing of its intent to submit the grievance to arbitration within ten (10) days after receipt of the Employer's answer in Step 3.

(c) Grievance Resolution. Any resolution of a grievance by a Department Head which is contrary to the terms of this Agreement shall not bind the Board of Commissioners nor establish precedent.

(d) Time Limitation. The time limits set forth in the grievance procedure shall be followed by the parties. If the time procedure is not followed by the Union, the grievance shall be considered settled on the basis of the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration. Saturday, Sunday and holidays shall not be counted under the time limits established by the grievance procedure. The parties may mutually agree to extend time limits in writing.

(e) Selection of Arbitrator. Upon receipt of the Union's notice of intent to arbitrate, the parties, within ten (10) days, shall attempt to mutually agree upon an arbitrator. If agreement is not reached, a panel of arbitrators shall be obtained from the American Arbitration Association under its rules. The fees and expenses of the arbitrator shall be shared equally by the Union

and the Employer. All other costs related to arbitration of a grievance shall be borne by the party incurring them.

(f) **Arbitrator's Powers.** The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed by the terms of this Agreement and shall have no power or authority to amend, alter or modify, add to, or subtract from this Agreement in any respect. If the issue of arbitrability is raised, the arbitrator shall only determine the merits of the grievance if arbitrability is affirmatively decided. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a "continuing violation" of this Agreement shall not be retroactive more than forty-five (45) days prior to the time the grievance was first submitted under the grievance procedure.

(g) The Union representative may meet at a place designated by the Employer on the Employer's property for not to exceed one (1) hour immediately preceding a meeting with the representatives of the Employer for which a written request has been made.

(h) The Chairperson of the bargaining unit shall ask for and be allowed time off from his/her job without loss of time or pay, not to exceed sixteen (16) hours for the current month which shall not be carried over to the following month, to investigate a grievance he/she is to discuss with the Employer. The Chairperson of the unit must receive his/her supervisor's permission in order to take such time off for investigation. Denials shall not be arbitrary or capricious.

(i) **Election of Remedies.** When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the grievance procedure provided under this contract, and the employee elect to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief shall be forfeited. The above stated provision does not apply in the event that criminal charges are brought against an employee for the same offense which the Employer disciplined the employee for.

## ARTICLE 9

### DISCHARGE AND DISCIPLINE

(a) Discharge or Suspension. The Employer agrees, upon the discharge or suspension of an employee, to notify in writing the employee and his/her Steward of the discharge or suspension. Should the discharged or suspended employee consider the discharge or suspension to be improper, it shall be submitted to Step 2 of the grievance procedure within two (2) days after imposition of the discharge or suspension. When imposing disciplinary action, the employee, upon request, may have a Steward present. The discharged or suspended employee shall be allowed to discuss his/her discharge or suspension with the Steward of his/her department. Upon request of the Steward, the Department Head or his/her designated representative will discuss the discharge or suspension with the Steward and if requested by the Steward or Department Head, the employee shall be present.

(b) Other Disciplinary Action. Disciplinary action other than discharge or suspension shall be entered in the grievance procedure as provided in Article 8. When imposing disciplinary action, the employee, upon request, may have a Steward present.

(c) Only elected officials have the authority to discipline employees working in their departments.

(d) Use of Past Record. In imposing discipline on a current charge, the Department Head will not take into account any prior infraction which occurred more than two and one-half (2 1/2) years previously unless it relates to a prior suspension related to the current charge which occurred within the last four (4) years.

## ARTICLE 10

### SENIORITY, PROBATIONARY EMPLOYEES

(a) Probationary Period. New employees hired in the unit shall be considered probationary employees and employees at will for the first one hundred twenty (120) calendar days of their employment. During the probationary period, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. Upon completion of such probationary period, the employee's name shall be placed on the seniority list as of his/her last date of hire within the unit; provided, however, that if an employee is absent from work due to a layoff or leave of absence, his/her probationary period shall be extended by a period equal to the duration of such absence.

(b) The Union shall represent probationary employees for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment as set forth in Article 1 of this Agreement, except discharged and disciplined employees for other than Union activity.

(c) Effective January 1, 1984, seniority shall be on a unit wide basis based on total hours worked from last date of hire. Employees hired prior to January 1, 1984 will have their seniority computed at 2,080 hours for each calendar year of service. Employees with less than an even full year of service as of January 1, 1984 will be credited with a pro-rated amount.

(d) Any employee's seniority shall entitle him only to such rights as are expressly provided for in this Agreement.

## ARTICLE 11

### SENIORITY LISTS

(a) Seniority shall not be affected by the age, race, sex, marital status, creed, color, national origin, religion, and handicap as required by law.

(b) The seniority list on the date of this Agreement will show the date of hire, names, accumulated hours worked and job titles of all employees of the unit entitled to seniority.

(c) The Employer will keep the seniority list up-to-date and will provide the local Chapter Chairperson, upon request, the list at least every ninety (90) days.

## ARTICLE 12

### LOSS OF SENIORITY

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

- (1) Voluntary termination or retirement;
- (2) Unexcused absence for two (2) or more consecutive regularly scheduled workdays without good cause shown which is beyond the control of the employee.
- (3) Layoff for a period in excess of two (2) years; or the length of the employee's seniority, whichever is less;

- (4) Unexcused failure to return from a leave of absence on the specified date for return without good cause shown which is beyond the control of the employee.
- (5) Discharge for cause and is not reversed through the grievance procedure set forth in this Agreement.

### ARTICLE 13

#### SHIFT PREFERENCE

Shift preference will be granted on the basis of seniority within the classification. In proper cases, exceptions may be made. The transfer to the desired shift will be effected within two (2) weeks following the end of the current pay period within which the written request was made.

### ARTICLE 14

#### SENIORITY OF STEWARDS AND OFFICERS

Notwithstanding their positions on the seniority list, the unit chairperson, two (2) Stewards, and one (1) recording secretary, in that order, shall in the event of a layoff of any type, be continued at work as follows:

**Stewards:** As long as there is a job in their department which they can perform without additional training; and they shall be recalled to work in the event of a layoff, on the first job open in their department which they can perform without additional training.

**Officers:** As long as there is a job in the bargaining unit which they can perform without additional training; and they shall be recalled to work in the event of a layoff on the first open job in the bargaining unit which they can perform without additional training.

### ARTICLE 15

#### LAYOFF DEFINED

- (a) The word "layoff", means a reduction in the work force.
- (b) In the event of a layoff, the Employer's representative shall send to the Chapter Chairperson at least ten (10) calendar days prior to the effective date of layoff, a list of the employees scheduled for layoff, their seniority, departments, and classifications.

(c) When a layoff in a classification within a department takes place, temporary employees shall be laid off first and then probationary employees in that classification and in that department shall be laid off.

(d) Thereafter, employees in that classification within that department having seniority shall be laid off in the inverse order of their seniority, providing the remaining employees in that classification within that department have the skill and ability and are qualified to do the required work.

(e) Employees to be laid off will receive at least seven (7) calendar days advance notice of the layoff.

(f) Seniority employees who are laid off pursuant to paragraph d, shall have the right to bump, providing:

1. The employee must bump into another classification within his/her own department of equal or lower pay grade which he/she has the skill, ability and qualification for, as determined by the Department Head. The employee must be able to perform the functions of the job satisfactorily within twenty (20) working days, as determined by the Department Head. If there are no such classifications in that department the laid off employee may bump into, the employee may bump to an equal or lower-paying classification in another department covered under this Agreement provided that the following is adhered to:

A. The employee has greater seniority than the person he/she wishes to bump.

B. The employee has the skill and ability and qualifications for the job, as determined by the Department Head involved.

C. The employee must be able to perform the functions of the classification satisfactorily within twenty (20) working days (trial period) after normal instructions, as determined by the Department Head.

D. The laid off employee must notify their Department Head and/or other affected Department Head within three (3) days after receipt of the layoff notice, if he/she wants to exercise his/her bumping rights.

2. Within two (2) working days after receipt of the request to bump, the Department Head will indicate whether the bump will be allowed pursuant to the above provisions. If the Department Head indicates the bump should not be allowed, he/she will notify the Chapter Chair of such

decision and reasons therefore. The employee will then be given the opportunity to make another selection within two (2) days if not permitted to bump into that Department and the procedure will then be followed again as stated herein. Such denial is a proper subject for the grievance procedure.

3. An employee scheduled for layoff will be allowed only one (1) twenty (20) working day trial period.

(g) If the bumping employee fails on the bump as outlined above, they shall be placed on layoff.

(h) An employee bumped by another shall be allowed to bump in accordance with the procedures outlined above, or accept a layoff.

## ARTICLE 16

### RECALL PROCEDURE

Recall. When the work force is increased after a layoff, the following procedure will be followed:

If there is an increase in the job classification of the laid-off employees, recall of laid-off employees will be made in order of seniority, the most senior employee being recalled first. Notice of recall shall be sent to the employee's last known address by registered or certified mail. If the employee fails to report to work within seven (7) days from the date of mailing of notice of recall, he/she shall be considered a voluntary quit. It is the employee's sole responsibility to maintain his/her correct address with the Employer. The Employer assumes no responsibility in the event recall notice is not received because the last address is not correct.

## ARTICLE 17

### TRANSFERS

Transfer of Employees. If an employee is transferred to a position under the Employer not included in the unit, and is thereafter transferred again to a position within the unit, he/she shall not accumulate seniority while working in the position to which he was transferred. Employees transferred under the above circumstances must return within one (1) year to the bargaining unit in order to retain all rights accrued for the purpose of any benefits provided for in this Agreement which they earned when they were in the bargaining unit.

## ARTICLE 18

### JOB POSTING AND BIDDING PROCEDURE

(a) Vacancies and/or newly-created positions within the bargaining unit other than those resulting from layoff, shall be filled on the basis of seniority and qualifications. Job vacancies will be posted for a period of seven (7) calendar days, setting forth the minimum requirements for the position in the Courthouse and on all Union bulletin boards. Employees interested shall apply within the seven (7) calendar days' posting period. The senior employee applying for the position, who meets the minimum requirements, shall be granted a ten (10) working days trial period to determine:

- Desire to remain on the job.
- Ability to perform the job.

This trial period may be extended by mutual agreement. In the event the senior applicant is denied the posted job, reasons for the denial shall be given in writing to such employee. In the event the senior applicant disagrees with the reasons for denial, it shall be a proper subject for the third step of the grievance procedure.

(b) During the ten (10) working days trial period, the employee shall have the opportunity to revert back to his former classification. If the employee is unsatisfactory in the new position, notice and reason shall be submitted to the employee in writing by the Employer with a copy to the Steward. The matter may then become a proper subject for the third step of the grievance procedure.

(c) During the trial period, employees will receive the rate of the job they are performing, if the job is in the same pay grade as their former classification.

(d) Employees required to work in a higher classification shall be paid the rate of the higher classification.

(e) Employees who have been granted a ten (10) working day trial period, subject to (a) of this Article, into a job classification that has a higher salary schedule than their former classification, will receive during the trial period, the salary rate within that job classification that is one step less than their former step on the salary schedule. After a period of ninety (90) days or the employee's anniversary date, whichever is first, but after the trial period, the employee will advance to the next higher step of the salary schedule for that job classification.



ARTICLE 19

VETERANS - REINSTATEMENT OF

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

ARTICLE 20

EDUCATIONAL LEAVE OF ABSENCE FOR VETERANS

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 normal limit.

ARTICLE 21

LEAVES OF ABSENCE

(a) Unpaid leaves of absence shall be granted as follows:

1. Serving in any elected or appointed position, public or union - two (2) years.

(b) Unpaid leaves may be granted by the Employer as follows:

1. Prolonged illness in immediate family - up to one (1) year.
2. Education Leave - up to one (1) year.

(c) Unpaid leaves shall be granted to an employee who becomes a parent either by birth or adoption for a period not to exceed ninety (90) days from the date of birth or adoption.

Upon written request such leaves may be extended by the Employer for up to two (2) years duration.

(d) Employees on leaves of absence shall retain their seniority as attained at date of approved leave. No benefits shall continue or accrue while on any leave provided under this Article. However, the employee may pay to the County Clerk the premiums of insurances to keep them in effect.

(e) Employees shall be returned to the position they held at the time the leave of absence was granted, or to a position of the same nature.

(f) Members of the Union elected to attend a function of the International Union and/or Council #25, such as conventions or educational conferences, shall be allowed time off without loss of time to attend such conferences and/or conventions, not to exceed five (5) working days and limited to two (2) members each occasion. A written request must be made two (2) weeks in advance in order to receive time off. One employee may attend the annual MERS convention without loss of pay for a maximum of two (2) days, to be deducted from the above referenced five (5) days. All expenses shall be paid by the employee.

## ARTICLE 22

### JURY DUTY

An employee who loses time from his assigned schedule of work because of jury duty service, or to testify pursuant to a subpoena, provided however, it is not on a personal matter of the employee, shall be paid for such time lost at his hourly rate plus shift differential, if applicable. Jury duty and witness fees shall be offset against such pay, excluding travel pay or reimbursed expenses. Any absence as the result of an employee serving on jury duty or witness service shall be considered as time worked.

The employee shall furnish the Employer with a written statement from the court showing the days of jury duty or witness service and the amount of jury duty or witness service fees he was eligible to receive for each day. An employee who works the first shift will report for work on his regular schedule when released from jury duty or witness service. Employees required to testify pursuant to a subpoena as provided hereunder, in a hearing outside the county will return to work if there is at least two (2) hours remaining in their shift, excluding travel time and time to change clothing (if necessary).

An employee who works the second shift and has performed jury duty service or testified pursuant to a subpoena within the eight (8) hour period before the beginning of his shift shall have an amount of time off work equal to the time he was required to spend in court during that eight (8) hour period, or if they spend a full court day, they shall be excused for the entire shift. In such a case, the employee will be paid for this time off, with fees offset against such pay, less travel or reimbursed expenses.

## ARTICLE 23

### TUITION REIMBURSEMENT

A full-time employee with six (6) months service or more will be eligible to receive a tuition refund in the amount of fifty percent (50%), up to a maximum of \$100.00 for each calendar year, for courses taken offered by accredited Public Schools or accredited Public or Private Colleges and Universities.

For the purpose of reimbursement, the course(s) must be designed to assist the employee in developing skills required in their employment or related to the employee's current position, vocational field, or profession.

Courses may not be scheduled during an employee's regular work schedule unless the course is not offered at any other time, in which case the employee will be released without loss of time for the purpose of attending the class if approved by the employee's Department Head.

Notwithstanding the above, to be eligible for the tuition reimbursement, an employee must have prior approval from the Department Head and maintain a grade average of not less than a "C" with a reasonable attendance record. The Department Head will not be arbitrary or capricious in any denial of reimbursement.

## ARTICLE 24

### WORKING HOURS (Workday and Workweek)

(a) The normal workday for regular full-time employees shall be nine (9) hours per day, excluding a one (1) hour unpaid lunch period.

(b) The normal workweek for regular full-time employees shall be forty (40) hours per week, excluding non-paid lunch periods.

(c) The above sections shall not be construed as, and is not a guarantee of any number of hours of work per week.

(d) Employees may take a fifteen (15) minute rest break in the A.M. and also a fifteen (15) minute rest break in the P.M. as scheduled by the Employer, or the first half and second half of their regular shift as scheduled by the Employer, whichever may apply. Work breaks do not accumulate if not taken.

(e) After an employee has left the premises and is called back to work overtime, that employee shall be guaranteed at least two (2) hours pay at the rate of time and one-half.

(f) Work shift may be established by the Department Head or as established by law.

(g) There will be no regular workday or regular workweek for part-time employees.

(h) For the purpose of computing any benefits provided for in this Agreement, employees normally scheduled to work thirty-two (32) hours or more each week will receive full benefits.

Employees normally scheduled twenty (20) hours per week, but less than thirty-two (32) hours will receive benefits pro-rated on the basis of the proportion of the position to full time employment and will be responsible for their proportional share of any premium cost for any insurance coverage being provided.

(i) It is mutually agreed that paychecks will be issued evening shift employees at the completion of their shift prior to their regularly scheduled payday.

## ARTICLE 25

### OVERTIME

(a) All overtime must be assigned beforehand by the employee's department head or supervisor, except in emergency situations.

(b) Time and one-half will be paid as follows:

1. For all hours over eight (8) worked in one day or over ten (10) hours worked in a day in those departments which have a four-day, ten-hour work week.
2. For Saturday as such.
3. For hours in excess of forty (40) hours per week.

(c) All County employees eligible for overtime will be compensated by one of these two methods:

1. Monetary - Eligible employees can be compensated for overtime by monetary payment which shall be computed at the rate of time and one-half of the employee's normal hourly rate.

2. Compensatory Time. Eligible employees, upon approval of their department heads, can be permitted compensatory time for overtime worked, at the rate of one and one-half hours compensatory time for each hour of overtime worked. Comp. time may be accumulated to a maximum of twenty (20) hours at any one time and must be taken within twelve (12) months of the date it was earned.

(d) It is not the intent of the Employer to encourage the use of compensatory time in lieu of monetary compensation.

## ARTICLE 26

### SICK LEAVE

(a) The Board of Commissioners shall provide nine (9) sick days per calendar year, nonaccumulative, to all covered employees in the unit, five (5) of which will go into a self-administered employee sick bank, the other four (4) days may be used as sick leave for the individual employee. The four (4) days, as noted above, shall be prorated to the date of hire for new employees. The five (5) days for the sick bank shall not be provided for new employees. At year's end the Board of Commissioners will buy back fifty (50%) percent of the individual employees remaining unused four (4) days at the employees current rate of pay if still employed on December 31.

(b) A Sick Bank Committee, as provided below, shall develop written guidelines for the operation of the bank and these must be approved by the Personnel Committee.

(c) At the end of each year, the bank will be wiped out and reinstated on January 1 with five (5) days per employee.

(d) Use of the sick bank must be approved by a Sick Bank Committee. There shall not be less than three (3) nor more than six (6) persons on that Committee. Eligible and approved employees will receive full pay for up to ninety (90) calendar days per year from the sick bank, then go on long term disability benefits at sixty (60%) percent of pay until death or sixty-five (65) years of age, whichever occurs first, subject to the insurance policy requirements. The decision of the Committee for use of the sick bank shall be final and binding on all the parties and not subject to any appeal. The Sick Bank Committee shall notify the Department Head of its decision on those employees from their department who have applied.

(e) The Sick Leave Program will be implemented January 1, 1985. If the bank becomes depleted, with documentation of

legitimate need and appropriate prior use, the Board of Commissioners may supplement the bank with additional days. Documentation must be submitted to the personnel committee.

## ARTICLE 27

### WORKERS' COMPENSATION (On-the-Job Injury)

Each employee will be covered by the applicable Workers' Compensation laws.

## ARTICLE 28

### FUNERAL LEAVE

(a) An employee shall be allowed five (5) working days with pay as funeral leave days not to be deducted from sick leave for a death in the immediate family. Immediate family is to be defined as follows: Mother, father, step-parents, wife or husband, son or daughter, step-children, mother-in-law, or father-in-law. An employee shall be allowed three (3) working days with pay as funeral leave days not to be deducted from sick leave for the death of a brother, sister, grandparents or grandchildren.

(b) Any employee selected to be a pallbearer for a deceased employee will be allowed one-half (1/2) funeral leave day with pay, not to be deducted from sick leave.

(c) An employee shall be allowed one (1) working day with pay as funeral leave, not to be deducted from sick leave for the death of a relative.

## ARTICLE 29

### HOLIDAYS

(a) The paid holidays are designated as follows:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Friday Following Thanksgiving
Half-day, Good Friday	Day before Christmas Day
Memorial Day	Christmas Day
Fourth of July	Day before New Year's Day
Labor Day	All General Election days

Employees will be paid their current rate based on their regularly scheduled workday for said holidays.

(b) Should a holiday fall on Saturday, Friday shall be considered as the holiday. Should a holiday fall on Sunday, Monday shall be considered as the holiday.

(c) Each full-time employee shall receive holiday pay provided the employee meets the following eligibility requirement: The employee works the single immediate scheduled working days prior and following the holiday, unless failure to work on either or both such days is excused because of (1) personal sickness or injury, (2) approved vacation, (3) personal leave, or (4) other circumstances beyond the control of the employee which cannot be corrected in time for him to meet his employment obligation.

### ARTICLE 30

#### PERSONAL LEAVE DAYS

Each full-time employee paid on an annual basis may be allowed personal leave subject to the following:

(a) Persons with at least one (1) year of seniority by December 31st of any year shall be credited with three (3) personal leave days to be used in the subsequent calendar year.

(b) Persons with less than twelve (12) months service during the prior year shall be granted one (1) personal leave day at the completion of each four (4) months continuous service up to a maximum of three (3) personal days within any calendar year until he/she has passed this first anniversary date, at which time, (a) shall apply on subsequent years.

(c) Personal leave days shall not be cumulative nor are they reimbursable upon termination.

(d) Where possible at least twenty-four (24) hours notice shall be given to the Department Head before personal leave days can be used. Further, the use of personal leave days must be approved by the Department Head. The Department Head shall not be arbitrary and capricious in the denial of the use of personal leave days. Said use shall be in one-half (1/2) day increments or more.

ARTICLE 31

VACATION ELIGIBILITY

An employee will earn credits towards vacation with pay in accordance with the following:

- (a) One (1) year to five (5) years - Ten (10) workdays.  
After six (6) years ----- Eleven (11) workdays.  
After seven (7) years ----- Twelve (12) workdays.  
After eight (8) years ----- Thirteen (13) workdays.  
After nine (9) years ----- Fourteen (14) workdays.  
After ten (10) years ----- Fifteen (15) workdays.  
After eleven (11) years ----- Sixteen (16) workdays.  
After twelve (12) years ----- Seventeen (17) workdays.  
After thirteen (13) years ----- Eighteen (18) workdays.  
After fourteen (14) years ----- Nineteen (19) workdays.  
After fifteen (15) years ----- Twenty (20) workdays.

(b) An employee's eligibility year shall be defined as the twelve month period immediately preceding the employee's anniversary date, and in yearly periods thereafter. Such vacation leave with pay shall accrue on each anniversary date, and not before, and employees may carry over from one anniversary date to the next, fifteen (15) days vacation time.

(c) Part-time employees working part-time for the County, but not less than twenty (20) hours per workweek, shall be allowed vacation time proportional to the amount of time regularly worked.

(d) Employees with less than one year continuous service, but after six (6) months, shall be eligible to receive their applicable portion of vacation leave calculated on the basis of ten (10) days of paid vacation for a full year of service.

ARTICLE 32

VACATION PERIOD

(a) Vacations will be granted at such times during the year as are suitable, considering both the wishes of employees and efficient operation of the department concerned. However, it is understood that the Department Head must give his/her approval prior to an employee being eligible to take a vacation day. The Department Head shall not be arbitrary and capricious in the denial of the use of vacation days.

(b) Vacation leave may be used in any combination of days, and must be used in four (4) hour increments or more.



(c) Legal holidays, which are counted as days off with pay by the County, shall not be deducted from an employee's vacation leave period or accumulation when they fall during a period of vacation leave.

(d) If a person has a reason to use funeral leave during a period of vacation leave usage and such leave is documented to the department head's satisfaction, such time may be considered as funeral leave use instead of vacation leave and will not be deducted from the employee's vacation leave.

(e) If an employee becomes ill and is under the care of duly-licensed physician during his/her vacation, his/her vacation will be rescheduled. In the event his/her incapacity continues through the year, he/she will be awarded payment in lieu of vacation. The Employer may require medical documentation of any illness claimed during an employee's vacation.

(f) A vacation may not be waived by an employee and extra pay received for work during that period, unless mutually agreed to by the Union and the Department Head and the Board of Commissioners.

(g) Employees shall not accumulate vacation leave while on Leaves of Absence Without Pay.

(h) Vacation leave accrued, but not yet taken or paid at time of separation, will be forfeited unless the employee, prior to quitting, gives a two-week written notice of their intention to quit. A forfeiture of accrued vacation leave or pay may be required when an employee is discharged for cause and termination is sustained.

(i) If an employee is laid off or retired, or severs his/her employment, he/she will receive any unused vacation credit including that accrued in the current calendar year. A recalled employee who received credit at the time of layoff for the current calendar year will have such credit deducted from his/her vacation the following year.

(j) Rate during vacation: Employees will be paid their current rate based on their regular scheduled workday while on vacation and will receive credit for any benefits provided for in this Agreement.

### ARTICLE 33

#### PAY ADVANCE

If a regular payday falls during an employee's vacation, he will receive that check in advance before going on vacation,

provided the employee notifies the Department Head and the Office of the County Clerk, in writing ten (10) calendar days before the payday prior to the employee going on vacation.

#### ARTICLE 34

##### HOSPITALIZATION AND DENTAL INSURANCE

(a) The Employer agrees to pay the full premium for hospitalization medical coverage for the employee and family. The current plan being Blue Cross/Blue Shield, MVF-1, Comprehensive Hospital Care, Semi-private room, 65 Group Benefits Certificate, D-4SNM, G65D, FSA, ML, SD, SDGB, PD-EL, and \$3.00 co-pay prescription drug riders. This coverage shall be applied to all employees covered by the terms of this Agreement. Parties also agree to a mutual study on a hospitalization medical coverage program and that any change of carrier would be for coverage equal to or better than the current coverage.

(b) The employee shall have the option, upon retirement, of individually assuming the cost of the hospital medical insurance policy.

(c) The County will pay the full premium for Delta Dental Insurance, Plan D (commonly known as 50/50 for Class I and II benefits) for all employees and their families covered by this Agreement.

(d) The Employer agrees to pay the full premium for a \$10,000 Term Life Insurance policy and a \$10,000 Accidental Death and Dismemberment policy for the employee while employed.

(e) No employee shall be eligible for double health insurance coverage in a circumstance where their spouse also works for the County or any of its Departments. Under such circumstances, there shall only be one health insurance coverage for the employee and such employee and their spouse must make an election as to who will be the primary insured. The employee not receiving the health insurance coverage as the primary insured shall be paid \$700.00 per year on a pro rata basis. Payment shall be made in January following the year of eligibility. If the employee's spouse is covered under a collective bargaining contract that does not permit the above, then the employee covered by this contract cannot be the primary insured.

(f) Notwithstanding any contrary provision, the Board of Commissioners may change health insurance carriers provided that comparable coverage is obtained and that the Union is notified at least thirty (30) days prior to such change.

## ARTICLE 35

### EQUALIZATION OF OVERTIME HOURS

(a) Overtime hours shall be divided as equally as possible among employees in the same classification in their department. An up-to-date list showing overtime hours will be posted in a prominent place in each department.

(b) Whenever overtime is required, the person with the least number of overtime hours in that classification within their department will be called first and so on down the list in an attempt to equalize overtime hours.

(c) For the purpose of this clause, time not worked because the employee was unavailable, or did not choose to work, will be charged the average number of overtime hours of the employees working during that call-out period (four (4) hour minimum).

(d) Should the above method prove to be unsatisfactory, the parties agree to meet ninety (90) days from the effective date of this Agreement and work out a solution.

## ARTICLE 36

### COMPUTATION OF BENEFITS

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

## ARTICLE 37

### RATES FOR NEW CLASSIFICATIONS

Rates for new jobs. The Employer reserves the right to establish a new classification and rate structure for new jobs. The Employer shall notify the Union at least three (3) weeks prior thereto. In the event that the Union disagrees with the classification and/or rates, it shall so notify the Employer in writing, within two (2) weeks. The Employer shall meet and discuss and negotiate the same, if notified by the Union within the two (2)-week period. In the event the parties cannot reach an agreement, the Employer may implement its last offer after reaching impasse.

ARTICLE 38

UNION BULLETIN BOARDS

The Employer will provide a bulletin board in the Courthouse which may be used only by the Union for posting notices pertaining to Union business.

1. Notices of recreational and social events.
2. Notices of Union elections.
3. Notices of results of Union elections.
4. Notices of Union meetings.

ARTICLE 39

NEW EMPLOYEE ORIENTATION

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

(b) In the process of new hire orientation, the Employer shall arrange a period of time for the Union representative to meet with new hires.

ARTICLE 40

GENDER

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

ARTICLE 41

MILEAGE

The County will reimburse employees for mileage at the rate established by the County Board of Commissioners in the performance of their jobs, if required to use their vehicles by their supervisor.

ARTICLE 42

EMPLOYER RIGHTS

(a) Except as in this Agreement otherwise specifically and expressly provided, the Employer retains sole and exclusive right to manage and operate all of its operations and activities. Among the

rights of management, included only by way of illustration and not by way of limitation, is the right to determine all matters pertaining to the service to be furnished and the methods, procedures, means, equipment and machines required to provide such service; to establish classifications of work and the number of personnel required; to determine the nature and number of facilities and departments to be operated and their location; direct and control operation; to maintain order and efficiency; to continue and maintain its operations as in the past; to study and use improved methods and equipment, and in all respects to carry out the ordinary and customary functions of management, provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

(b) Except as in this Agreement otherwise specifically and expressly provided, the Employer shall also have the right to hire, promote, assign, transfer, suspend, discipline, discharge for just cause, layoff, and recall personnel; to establish reasonable work rules and to fix and determine reasonable penalties for violations of such rules; to make judgments as to ability and skill; to determine workloads; to establish and change work schedules; to provide and assign relief personnel; provided however, that these rights shall not be exercised in violation of any specific provision of this Agreement.

#### ARTICLE 43

##### UNION RESPONSIBILITY

The Union agrees that its members who are employees of the County will perform efficient service, will use best efforts to protect property and the interest of the Employer and will cooperate with the Employer in the performance of their duties.

The employees will abide with Department Heads reasonable rules and regulations and Board of Commission Policies that do not conflict with this Agreement. All employees will be notified of Departmental rule changes.

#### ARTICLE 44

##### NO STRIKE CLAUSE

(a) The Employer will not lock out employees during the term of this Agreement.

(b) The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and

including discharge. The Employer shall not lock out employees during the term of this Agreement.

#### ARTICLE 45

##### WAIVER CLAUSE AND PAST PRACTICE

(a) 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 the Agreement, each voluntarily and unqualifiedly waive 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 in this Agreement, or with respect to any subject or matter not specifically referred to, or covered in this Agreement.

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

(c) This Agreement embodies all the obligations between the parties evolving from the collective bargaining process and supercedes all prior relationships and/or past practices.

#### ARTICLE 46

##### CLASSIFICATIONS AND PAY RATES

(a) The following classifications of employees are to be placed on the appropriate pay grade level of the following salary schedules and advance according to seniority:

Effective November 1, 1987 for employees on the payroll on the date of ratification (September 22, 1988):

Salary Grade	Hire Rate	6 Months	1 Year	2 Years	3 Years
02	11,859	12,393	12,927	13,460	13,995
03	12,157	12,800	13,443	14,086	14,731
04	12,398	13,044	13,691	14,337	14,982
05	13,143	13,849	14,556	15,263	15,969
06	13,538	14,249	14,960	15,670	16,380

Effective November 1, 1988:

<u>Salary Grade</u>	<u>Hire Rate</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
02	12,215	12,765	13,315	13,864	14,415
03	12,522	13,184	13,846	14,509	15,173
04	12,770	13,435	14,102	14,767	15,431
05	13,537	14,264	14,993	15,721	16,448
06	13,944	14,676	15,409	16,140	16,871

Effective November 1, 1989:

<u>Salary Grade</u>	<u>Hire Rate</u>	<u>6 Months</u>	<u>1 Year</u>	<u>2 Years</u>	<u>3 Years</u>
02	12,581	13,148	13,714	14,280	14,847
03	12,898	13,580	14,261	14,944	15,628
04	13,153	13,838	14,525	15,210	15,894
05	13,943	14,692	15,443	16,193	16,941
06	14,362	15,116	15,871	16,624	17,377

Level 02:

Switchboard Operator  
Custodian

Level 03:

Departmental Aide  
Secretary I  
Microfilm Equipment Operator  
Animal Shelter Attendant

Level 04:

Maintenance Worker  
Elections Clerk  
Custodial Crew Leader  
Treasurer Account Processor (Formally known as  
Account Processor I, in the Treasurer's Office)

Level 05:

Accounts Processor II

Level 06:

Tax Description Aide  
Youth Program Specialist

(b) The Employer shall pay the employee's pension contribution effective January 1, 1984.

#### ARTICLE 47

##### LONGEVITY

(a) All employees hired after December 31, 1984 shall not be eligible for longevity benefits.

(b) Each eligible full-time employee covered by this Agreement will receive, in addition to his regular pay, a longevity payment, said payment to be based upon the following schedule:

1. Employees who have completed four (4) years' service ---- \$240.
2. Employees who have completed eight (8) years' service --- \$360.
3. Employees who have completed twelve (12) years' service - \$480.
4. Employees who have completed sixteen (16) years' service- \$600.

(c) Longevity payments shall be made upon completion of the employee's anniversary year in addition to regular salary and in addition to any salary increase.

(d) Part-time employees are also entitled to longevity payments. Such payments to be made on a pro-rated basis.

#### ARTICLE 48

##### TEMPORARY EMPLOYMENT

(a) The County reserves the right to hire temporary or irregular part-time employees in the cases of:

1. Emergencies.
2. Vacancies created by trial periods (not to exceed five (5) weeks).
3. Other extraordinary circumstances.
4. Vacancies created by sick leave, personal leave, long term disability, vacation or other leaves of absence, as well as extra work which may be imposed upon various departments due to peak seasons, such as in the Treasurer's Office.

Such employees shall not be subject to the terms of this Agreement nor shall they be part of the collective bargaining



unit. Such temporary or irregular part-time employees shall not be used to displace or replace bargaining unit employees.

(b) The duration of a temporary assignment to a vacant position shall not exceed a total of ninety (90) working days per calendar year. Temporary time may be extended upon mutual agreement by the County and the Union. (720 Hours)

#### ARTICLE 49

##### PENSION

Employees will be authorized the present pension plan adopted by the County known as the Michigan Municipal Employees' Retirement Acts (C-2 with B-1 Base), as amended.

#### ARTICLE 50

##### SAFETY

The Employer will make every reasonable effort to provide and maintain safe working conditions. The Union will cooperate in these efforts and encourage employees to work in a safe manner and promptly report all injuries and unsafe working conditions to their department head or supervisor.

#### ARTICLE 51

##### SAVINGS

Should any part of this Agreement be rendered or declared illegal or invalid by legislation or a court of competent jurisdiction action, such invalidation shall not affect the remaining portions of this Agreement.

#### ARTICLE 52

##### TERMINATION AND MODIFICATION

This Agreement shall continue in full force and effect until October 31, 1990.

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

(b) If neither party shall give such notice, this Agreement shall continue in effect from year to year thereafter, subject to

notice of amendment or termination by either party (60) days \* written notice prior to the current year's termination date.

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

(d) Notice of Termination or Modification. Notice shall be in writing and shall be sufficient if sent by certified mail, addressed to the Union at Michigan Council #25, AFSCME, AFL-CIO, 1034 North Washington, Lansing, Michigan 48906; and if to the Employer, addressed to the Shiawassee County Board of Commissioners, Jake Surbeck Building, Corunna, Michigan 48817, or to any such address as the Union or the Employer may make available to each other.

(e) Benefits of this contract shall be retroactive only to those on the payroll or leave of absence on the effective date of ratification.

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

FOR THE UNION:

Marsha Elliott 9-22-88  
Chapter Chairperson Date

Marilyn L. Owen 9-24-88  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

FOR THE EMPLOYER:

Joe Stosh 9-22-88  
Chair of the Board Date

Elna M. Hatcher 9-23-88  
County Clerk Date

Judith A. Kingsbury 9/23/88  
County Treasurer Date

Kenneth Seward 9-23-88  
County Register of Deeds Date

Gary T. Senhall 9-23-88  
County Drain Commissioner Date

SHIAWASSEE COUNTY BOARD OF COMMISSIONERS

*March 26,* 1987  
Corunna, Michigan

RESOLUTION APPROVING A COLLECTIVE BARGAINING  
CONTRACT BETWEEN THE SHIAWASSEE COUNTY BOARD OF  
COMMISSIONERS, THE SHIAWASSEE CLERK, DRAIN  
COMMISSIONER, REGISTER OF DEEDS, TREASURER, AND  
SHIAWASSEE COUNTY EMPLOYEES CHAPTER OF LOCAL  
#1059 AFFILIATED WITH MICHIGAN COUNCIL #25, AFSCME

WHEREAS, negotiations have taken place regarding the collective bargaining contract which expired March 31st, 1986 between the above-stated parties; and

WHEREAS, a tentative agreement was recently reached between the parties; and

WHEREAS, the Union membership has ratified same; and

WHEREAS, this Board of Commissioners believe it would be in the best interest of all parties concerned to ratify that agreement; and

WHEREAS, that agreement covers the period of time from March 31st, 1986 through October 31st, 1987; and

WHEREAS, the tentative agreement ratified by the Union does not call for a wage increase or any fringe benefit increases during that time.

NOW THEREFORE, BE IT RESOLVED, that this Board of Commissioners hereby ratifies the tentative agreement reached between the parties as indicated in the attachment hereto.

BE IT FURTHER RESOLVED, that the Chairperson is authorized to sign that agreement on behalf of the County Board of Commissioners after approval by the County's labor attorney.