

12/31/98

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A G R E E M E N T

between the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

LOCAL UNION 214

and the

COUNTY OF MIDLAND
MIDLAND, MICHIGAN

01/01/95 to 12/31/98

Midland County

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AGREEMENT

This Agreement, entered into and effective the **first day of January, 1995**, by and between the County of Midland, including its Board of Commissioners, County Clerk, Treasurer, Register of Deeds and Drain Commissioners ("County"), and Local Union 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America ("Union").

ARTICLE I - PURPOSE AND INTENT

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

1.2 The parties recognize that the essential public service, the interest of the community and the job security of employees depend upon the success of the County and the employees in establishing and maintaining a proper and uninterrupted service to the community.

1.3 The parties mutually recognize that the responsibility of both the employees and the County to the public requires that any disputes arising between the employees and the County be adjusted and settled in an orderly manner without interruption of service to the community.

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

1.5 Written and signed amendments to this contract reached between the County and the Union are binding on all affected employees and cannot be changed by any individual. There will be no verbal agreements.

ARTICLE II - DEFINITIONS

2.1 Employee. The term employee refers to all employees included in the bargaining unit as set forth in the Recognition clause of this Agreement.

2.2 Regular Full-Time Employee. A regular full-time employee is one whose normal work schedule consists of 80 hours per biweekly pay period.

2.3 Regular Part-Time Employee. A regular part-time employee is one whose normal work schedule consists of at least 40 but less than 80 hours per biweekly pay period. A Vision/Hearing Technician who is scheduled to work 80 hours per pay period but only for nine months per year will be considered a part-time employee.

Regular part-time employees who work a normal schedule of less than 65 hours per biweekly pay period shall be eligible for salary, sick leave and vacation benefits on a pro-rata basis but shall not be eligible for any other fringe benefits, including insurance and retirement benefits.

Regular part-time employees who work a normal schedule of 65 hours or more per biweekly pay period shall be eligible for the insurance and retirement benefits set forth in this Agreement. They shall also be eligible for all other salary and benefits accorded regular full-time employees, on a prorata basis.

Pro rata salary and benefits for regular part-time employees shall be based upon each such employee's normal work

schedule. For purposes of computation, eight hours shall constitute one work day, and 173 hours shall constitute one month.

2.4 Temporary Employee. A temporary employee is one who may be regularly scheduled to work as many hours as a regular full-time or regular part-time employee but whose total time in any temporary assignment or series of temporary assignments shall not exceed 120 actual work days within a 365 calendar day period. Each 365 calendar day period, the temporary employee will again qualify for up to 120 actual work days of temporary employment. The 365 calendar day period shall be computed from the date of the temporary employee's first hire. By way of illustration but not by way of limitation, temporary employees may be employed by the County for such purposes as:

- a. a specific project;
- b. the purpose of relieving employees who are absent due to sickness or injury, leave of absence or vacation; or
- c. augmenting the regular workforce of employees to meet the requirements of the County while it is engaged in efforts to fill vacant positions or that may be occasioned by temporary increased workloads or other conditions that may create short-term staffing requirements.

2.5 Seasonal Employee. A seasonal employee is an employee who is hired to supplement the County's regular work force in the Parks and Recreation Department. A seasonal employee may be regularly scheduled to work as many hours as a regular full-time or regular part-time employee but his total time in any seasonal

assignment or series of seasonal assignments shall not exceed 210 calendar days within a 365 calendar day period. Each 365 calendar day period, the seasonal employee will again qualify for up to 210 calendar days of seasonal employment. The 365 calendar day period shall be computed from the date of the seasonal employee's first hire.

2.6 Co-op/Intern Employee. A co-op or intern is a student who is pursuing a high school diploma or an associates, baccalaureate or advanced college degree, and who is hired by the County for a specified time period up to but not exceeding three months following the end of the last term in which the co-op or intern is enrolled in such educational program. The normal work schedule of co-ops and interns shall not exceed eight hours per day and 20 hours per week during the period when their classes are in session or eight hours per day and 40 hours per week when their classes are not in session.

2.7 Pronouns of masculine and feminine gender shall include each other.

ARTICLE III - RECOGNITION

3.1 Pursuant to and in accordance with all applicable provisions of Act 379 of the Public Acts of 1965, as amended, the County recognizes 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 following employees:

ALL REGULAR FULL-TIME AND REGULAR PART-TIME EMPLOYEES OF THE MIDLAND COUNTY CLERK, DRAIN COMMISSIONER, DEPARTMENT OF EMERGENCY SERVICES, EQUALIZATION DEPARTMENT, FRIEND OF THE COURT DEPARTMENT, GYPSY MOTH SUPPRESSION, HOUSING, TREASURER, REGISTER OF DEEDS, DEPARTMENT OF PUBLIC WORKS, PLANNING AND DEVELOPMENT DEPARTMENT, HEALTH DEPARTMENT, COOPERATIVE EXTENSION DEPARTMENT, **FINANCE DEPARTMENT**, VETERAN'S SERVICE, BUT

EXCLUDING ALL DISTRICT COURT EMPLOYEES, THE DEPUTY COUNTY CONTROLLER, THE DEPUTY/SUCCESSOR OF THE MIDLAND COUNTY CLERK, THE SECRETARY TO THE CONTROLLER, THE OFFICE MANAGER IN THE COUNTY CLERK'S OFFICE, ALL PROFESSIONAL TEMPORARY, SEASONAL, CO-OP, INTERN, AND CASUAL EMPLOYEES, ALL SUPERVISORS AS DEFINED BY THE MICHIGAN EMPLOYMENT RELATIONS COMMISSION, AND ALL OTHER EMPLOYEES OF THE COUNTY.

3.2 The parties agree that the positions of Deputy/Successor to the Midland County Treasurer, Register of Deeds, Drain Commissioner, and Deputy Equalization Director shall be excluded from the bargaining unit effective the date each such position next becomes vacant.

3.3 The County agrees that changes and/or consolidations of Departments shall not be made for the purpose of

deleting positions from the bargaining unit.

3.4 The County agrees not to enter into any agreement with another labor organization during the life of this Agreement with respect to the employees covered by this Agreement, or enter into any agreement or contract with the said employees, individually or collectively, which is in conflict with the terms of this Agreement.

ARTICLE IV - NONDISCRIMINATION

4.1 The County and the Union agree not to discriminate against any employee because of religion, race, color, national origin, age, sex, height, weight, marital status, or unrelated handicap as defined by law, membership in or activity on behalf of the Union.

ARTICLE V - AGENCY SHOP

5.1 Membership in the Union is not compulsory. Regular 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 such matters.

5.2 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, and this Agreement has been executed by the County after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

5.3 In accordance with the policy set forth under the first paragraph of this Section, all employees in the bargaining unit shall, as a condition of continued employment, pay to the Union, the employee's exclusive collective bargaining representative, a representation fee or membership dues to be established by the Union in accordance with applicable law. For new employees, the payment shall start not later than 31 days following the date of employment.

5.4 During the period of time covered by this Agreement, the County agrees to deduct from the pay of any employee all representative fees and membership dues of Local 214, provided,

however, that the Union first presents to the County, authorizations signed by such employees allowing such deductions and payments to the Local Union. This may be done through the Steward of the Union.

a. The amount of all representation fees and membership dues for deductions shall be certified to the County by the Secretary-Treasurer of the Union.

b. All representation fees and membership dues deducted by the County shall be transmitted to the Union.

5.5 In the event of any action brought against the County in a judicial or administrative proceeding because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel. The Union will protect, save harmless and indemnify the County from any and all claims, demands, costs, suits, fees, judgments, and other forms of liability by reason of action taken or not taken by the County for the purpose of complying with this Article.

5.6 If any provision of this Article is invalid under federal law or the laws of the State of Michigan, such provision shall be modified to comply with the requirements of federal or state law.

ARTICLE VI - EMPLOYEE REPRESENTATION

County Bargaining Committee

6.1 The County shall be represented by a bargaining committee as determined by the Board of Commissioners.

Union Bargaining Committee

6.2 The employees shall be represented by a bargaining committee, one of whom shall be a steward. The bargaining committee shall represent the employees in negotiations leading to this Collective Bargaining Agreement and any amendments, modifications, renewals or replacements of same. The County agrees that a maximum of three employees who are appointed to the Union's bargaining committee and engaged in negotiations with the County during regular working hours will be paid for the straight time hours they would have otherwise worked on their regular work schedule.

Stewards

6.3 The County recognizes the right of the Union to elect two of its members as Stewards and two of its members as alternates who shall serve in the absence of the Stewards. In addition to the Stewards, the Union shall appoint a Chief Steward who shall be permitted to attend all Special Conferences and grievance meetings at Step 3 and Step 4 of the grievance procedure. The Union shall notify the Director of Personnel in writing of all

Steward and Chief Steward appointments.

6.4 The authority of the Steward **and/or Chief Steward**, hereinafter meaning Steward and alternate, designated by the Union shall be limited to and shall not exceed the following duties and activities:

a. The investigation and presentation of grievances with the designated County representative(s) in accordance with the provisions of the grievance procedure.

b. The transmission of such messages and information which shall originate with, and are authorized by, the Union or its officers, provided such messages and information;

1. have been reduced to writing, or

2. if not reduced to writing, are of a

routine nature and do not involve work stoppages, slowdowns, refusals to handle goods, or any other interferences with the County's business.

6.5 The Steward **and/or Chief Steward** shall have no authority to take strike action or any other action interrupting the County's business. The Union and County recognize these limitations upon the authority of the Steward **and/or Chief Steward**. The County in so recognizing such limitations shall have the authority to impose proper discipline upon the Steward **and/or Chief Steward**, including discharge, in the event the Steward **and/or Chief Steward** takes unauthorized strike action, slowdown or work stoppage. The County agrees not to take any legal action against the Union for any unauthorized strike action by the Steward **and/or**

Chief Steward.

6.6 Upon approval of the Supervisor, the Steward **and/or Chief Steward** will be permitted to leave the job for the purpose of investigating and processing grievances and attending meetings with management during working hours as specified in this Agreement. The Employer shall make arrangements to release the Steward **and/or Chief Steward** during the workday the request is made, or as soon as practical thereafter.

6.7 The Steward **and/or Chief Steward** shall not enter a department for the purpose of discussing Union business without first securing permission from the appropriate Department Head.

6.8 It is agreed that the privilege of the Steward **and/or Chief Steward** leaving his work during working hours without loss of time or pay is based on the understanding that such time shall be devoted to the proper processing of grievances and shall not be abused. It is further agreed that whenever practical or in the event of abuse of this privilege, Union business will be handled only during non-working hours.

ARTICLE VII - EMPLOYEE STRIKES

7.1 In no event will the Union cause, authorize, permit or tolerate its members to take part in, any strike, sit-down, stay-in, slowdown, stoppage, interruption or curtailment of or interference with any operation of the County in any building, office, grounds or facility of the County during the term of this Agreement or during any period of time while negotiations are in progress between the Union and the County for the continuance or renewal of this Agreement.

7.2 In order to meet the objective of providing effective and efficient service to the public, employees are expected to perform a fair days work and maintain good job attendance.

7.3 In the event any one or more members of the bargaining unit shall fail to observe in any way the responsibility set forth above, the Union shall, upon request of the County, immediately instruct the involved employees that their conduct is in violation of this Agreement and that they are subject to disciplinary action by the County, up to and including discharge, and instruct all such persons to immediately cease the offending conduct.

7.4 The County or any of its supervisory employees shall have the right to discipline any employee who instigates, participates in, gives leadership to, or in any other way violates the responsibilities set forth in this Article, which disciplinary

action may include any form of discipline up to and including discharge.

7.5 In the event of any violation of the responsibilities set forth in this Article the County shall not be required to negotiate on the merits of any dispute which gave rise to such action.

ARTICLE VIII - MANAGEMENT RIGHTS

8.1 The Union recognizes that the management of the operations of the County and its respective departments is solely the responsibility of the County and its respective department heads, and that nothing in this Agreement can restrict, interfere with or abridge any rights, powers, authority, duties or responsibilities conferred upon or vested in the County or any of its elected or appointed officials, by the laws and Constitutions of the State of Michigan or of the United States.

8.2 In addition to all such rights conferred by law, the County and its department heads reserve the right to manage their affairs efficiently and economically so long as management actions are not inconsistent with the express provisions of this Agreement.

ARTICLE IX - EMPLOYEE DISCIPLINE AND DISCHARGE

9.1 The Employer shall not discharge any seniority employee without just cause and in respect to discharge 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 and the Personnel Director, except that no warning notice need be given to an employee before he is discharged if the cause of such discharge is dishonesty, drunkenness, recklessness, or other serious offenses.

9.2 The warning notice as herein provided shall not remain in effect for a period of more than **twenty-four (24) months** from the date of said warning notice and will be removed from the employee's file.

9.3 Discipline and discharge must be by written notice to the employee and the Union, stating the reason(s) for such action. A discharged employee shall be permitted, upon request, to meet with his Steward before he is required to leave the County's property. The County will make a room available for such meeting.

ARTICLE X - GRIEVANCE PROCEDURE

10.1 A grievance is defined as a violation of a specific article or section of this Agreement and shall be settled in accordance with the grievance procedure set forth below:

Step 1. Any employee having a grievance shall first raise the matter with the immediate supervisor. If the issue is not settled at this level and the immediate supervisor is not a Department Head, the employee shall raise the matter with the Department Head. If not settled at Step 1, the grievance shall be reduced to writing, signed by the grievant, delivered to the Department Head with copies sent to the Personnel Director and the Steward. Any grievance not submitted in writing within five working days of its occurrence shall not be considered valid.

Step 2. The Union Steward shall request a meeting between the Steward, the employee, and the Department Head within five working days of the writing of the grievance or the matter shall be considered closed. The Department Head shall schedule a meeting of these parties within ten working days of the receipt of this request. The Department Head shall give his written decision to the Steward within five working days, with copies sent to the

Personnel Director and the employee.

Step 3. In the event the grievance is not settled in Step 2, a meeting between the Business Representative, Steward, the Chief Steward, the Personnel Director and the Department Head shall be requested by the Steward within five working days of receiving the decision at Step 2. Said meeting shall be held within fifteen working days after the date of the request. Either party may have outside representatives present. The decision of the County shall be given to the employee by the Personnel Director in writing within ten working days after the termination of the meeting. Copies shall be sent to the Business Representative, Steward, the Chief Steward and the Department Head.

Step 4. In the event the grievance is not settled at Step 3, the Union shall have the right to appeal to arbitration any matter that is arbitrable by filing a Demand for Arbitration with the FMCS no later than 45 calendar days after receiving the County's decision at Step 3. Concurrent notice of the Union's filing of the Demand for Arbitration shall be served upon the County. The Arbitrator shall have no power or authority to change, alter or amend, add to or subtract from the terms of this Agreement in any respect, directly or indirectly, or any

authority to hear or determine any dispute involving the exercise of any right of the Employer not specifically limited by the express terms of this Agreement. The arbitrator's decision, when made in accordance with his jurisdiction and authority, shall be binding on all parties. Costs of the Arbitrator shall be shared equally by the County and the Union. Each party shall be liable for the costs of its own witnesses and representatives. However, when an arbitration hearing occurs during the working hours of an aggrieved employee and/or Chief Steward, such employees will be released from duty without loss of straight time pay, for purposes of such attendance. **The arbitration shall be handled in accordance with AAA rules.**

10.2 The grievant and Steward may be permitted a reasonable amount of time for consultation and preparation immediately prior to any scheduled grievance step meeting, not to exceed one hour. Overtime for this purpose is not authorized.

10.3 Any grievance not appealed from a decision in one of the steps of the above procedure to the next step, as prescribed, shall be considered dropped. Authorized representatives of the Union shall be granted permission to enter buildings and work areas of the County upon reasonable advance notice for the purpose of adjusting grievances with the appropriate individual.

10.4 Any employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same position or a position as may be agreed to by the parties.

10.5 No claim for back wages shall exceed the amount of wages the employee would otherwise have earned at his regular rate during normal work hours, less any compensation he may have received from any source of employment during the period in question, except income from previously held part-time employment outside of his regular work hours.

10.6 Should any employee be substituted for by an employee with lesser seniority, contrary to the seniority provisions of this Agreement, the total compensation such employee receives shall be equal to the rate of pay, times the hours lost during such substitution, provided time lost shall not start sooner than after notification to the County that such substitution exists.

10.7 At reasonably scheduled times and with the employee's consent, the Union shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is in dispute, or any other relevant records of the employer pertaining to a specific grievance.

10.8 Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed.

10.9 When remedies are available for a grievance of an employee through any administrative or statutory procedure, such as, but not limited to, a Court of competent jurisdiction, veteran's preference hearing, civil rights/EEOC hearing, or Department of Labor hearing and the employee elects to utilize the statutory or administrative remedy, the Union and/or the grievant shall not process the complaint through any part of the grievance procedure provided for in this agreement. If the Union and/or the grievant elects to use the grievance procedure provided for in this agreement, and subsequently elects to utilize the statutory or administrative remedies, the grievance shall be deemed to have been withdrawn and the grievance procedure provided for herein shall not be applicable.

ARTICLE XI - PROBATIONARY EMPLOYEES

11.1 New employees covered by this Agreement shall be on probation for the first 90 calendar days of employment.

11.2 During the probationary period, the employee may be disciplined, laid off or terminated from his position without recourse to the grievance procedure.

11.3 Upon completion of the probationary period, employees shall be placed on the seniority list commencing with the last date hired.

ARTICLE XII - SENIORITY

Definition of Seniority

12.1 County Seniority, as used in this Agreement is defined as an employee's continuous full-time service with the County. For regular full-time employees, such service shall be computed from the employee's last date of hire as a regular full-time employee.

12.2 Departmental Seniority, is defined as an employee's full-time service within a department. For regular full-time employees, such service shall be computed from the employee's last date of hire or transfer into a department as a regular full-time employee. **An employee may have more than one departmental seniority. An employee's departmental seniority will be cumulative total of all time spent in that department.**

12.3 Classification Seniority, is defined as an employee's continuous full-time service within a job classification. For regular full-time employees, such service shall be computed from the employee's last date of hire or promotion into his present job classification as a regular full-time employee.

12.4 Regular part-time employees shall accrue prorated county, departmental, and classification seniority based on hours worked. For purposes of this Agreement, a regular part-time employee shall earn one day's seniority for each eight hours worked and one month's seniority for each 173 hours worked.

Seniority Lists

12.5 The County shall prepare seniority lists denoting county departmental and classification seniority for all employees subject to this Agreement. Such lists shall be updated no less frequently than at six month intervals from the effective date of this Agreement. A copy of such lists shall be given to the Chief Steward of the Union who shall have twenty days to submit any objections in writing to the County's Personnel Director. Should no objections be submitted within twenty days of receipt by the Chief Steward the lists shall be deemed correct.

12.6 In the event two or more employees have the same classification seniority date, the employee with the earlier County seniority date shall prevail. In the event two or more employees have the same County seniority date, their surname, alphabetized, shall control.

Loss of Seniority

12.7 An employee shall lose all seniority rights and his employment relationship with the County shall terminate, for any of the following reasons:

a. He quits, retires or receives a pension, including a disability pension under the Midland County Retirement System.

b. He is terminated or discharged and such termination or discharge is not reversed through the procedures set forth in this Agreement.

c. He is absent for three consecutive work

days without properly notifying the County. After such absence, the County shall send written notification to the employee, by certified mail, at his last known address stating that he has lost his seniority and that his employment has been terminated. In appropriate cases, exceptions may be made upon the employee presenting clear and convincing proof of his inability to provide the required notification.

d. He fails to return to work on the required date following an approved leave of absence. Upon the employee's failure to return as required, the County shall send written notification to the employee, by certified mail, at his last known address, stating that he has lost his seniority and that his employment has been terminated. In appropriate cases, exceptions may be made upon the employee presenting clear and convincing proof of his inability to return on the required date.

e. If he has been laid off for a period of **three years** or a period equal to the length of his seniority at the time of layoff, whichever is less.

f. If he has been sick or medical leave due to an illness or injury not compensable under Workers' Compensation for a period of **three years**, or a period equal to the length of his seniority at the time such sick or medical leave commenced, whichever is less.

g. If he has been on sick leave or medical leave due to an illness or injury compensable under Workers' Compensation for a period of **three years**, or a period equal to the

length of his seniority at the time such sick or medical leave commenced, whichever is less.

h. If he fails to report for work within seven days of the mailing of notice of recall, sent to his last known mailing address, by certified mail, return receipt requested, with a copy of such notification sent to the Chief Steward. (The County may make exceptions in appropriate cases.)

Transfer Outside of Bargaining Unit

12.8 Any employee who is transferred out of the bargaining unit but who continues in the employ of the County, shall retain his seniority in the event he is returned by the County to the bargaining unit. An employee shall not accumulate seniority while he is out of the bargaining unit.

ARTICLE XIII - LAYOFF AND RECALL

13.1 When the County elects to make a reduction in the level of employment in any job classification in any department, such reduction shall be accomplished by releasing employees in the following order:

- | | |
|---------------|--|
| <u>First</u> | From the seasonal employees in the affected classifications and departments. |
| <u>Second</u> | From the temporary, co-op and intern employees in the affected classifications and departments. |
| <u>Third</u> | From the probationary employees in the affected classifications and departments. |
| <u>Fourth</u> | From the seniority employees in the affected classifications and departments beginning with the least senior employee. |

13.2 A released employee may, in lieu of layoff, exercise his/her County seniority and bump the least senior employee in his/her current pay grade in his/her department. If there is no such less senior employee in his/her current pay grade in his/her department, the released employee may exercise his/her County seniority and bump the least senior employee in his/her current pay grade in another department of his/her choice, provided the released employee has greater County seniority and is qualified to perform the work of such position.

or, the released employee may exercise his/her County seniority and bump the least senior employee in a lower pay grade in his/her department, provided the released employee has greater

seniority and is qualified to perform the work of such position.

or the released employee may bump the least senior employee in a lower pay grade in another department, who holds a position for which he/she is qualified. If there is no less senior employee holding a position in a pay grade equal to or lower than that held by the released or bumped employee and for which he is qualified, such employee shall be laid off.

When an employee exercises his/her right to bump an employee outside of their own department, and the least senior employee cannot be bumped due to the released employee not having the qualifications, then the released employee will be permitted to bump the second least senior employee in that pay grade in the County if the released employee has the greater seniority and has the qualifications to perform the work.

Seniority employees who are laid off or bumped under this Article shall have their seniority frozen in the department as of their last day worked. Such employees shall be permitted to return to their former classification, pay grade and department if a vacancy should occur within **three years** of the last day worked.

If a position is eliminated the affected employee will be provided training, if possible, by the Employer which may lead to placement into another position within the County.

13.3 Where possible, the County will endeavor to provide the Union with ten days advance written notice of permanent layoffs and, upon the Union's request, will meet to discuss alternatives to the layoff that may be mutually agreeable to the

Union and the County. Such meeting or discussion shall not serve to delay any layoff, except as otherwise agreed to in writing by the County.

13.4 Employees shall be recalled to their respective classification and pay grade in their respective departments in the reverse order of their release. Such notice of recall shall be delivered by certified mail, return receipt requested, to the employee's last known mailing address. A copy of an employee's notice of recall shall be sent to the Chief Steward. Each recalled employee must report for work within ten work days of mailing of notice of recall. If a recalled employee fails to report to work within ten work days, he shall be considered as having voluntarily quit.

13.5 Any employee transferred under the Layoff or Recall Procedures provided above must be qualified and able to perform, with minimal orientation, the work of the employee he or she is displacing.

13.6 The most senior employee on layoff shall be given preference over non-bargaining unit applicants in consideration for any posted vacancy, provided he meets the minimum qualifications for the position.

ARTICLE XIV - POSITION VACANCIES

Regular Position Vacancies

14.1 Whenever a regular position vacancy occurs in any job classification in any department covered by this Agreement, the vacancy shall be filled in accordance with the following procedures:

a. All regular position vacancies shall be posted for a period of five working days. The posting shall contain the position's title and pay grade, the department in which it is located, the job description for the position, the position's required minimum qualifications, and any standardized examination(s) the employee is required to successfully complete.

b. Employees desirous of bidding on the vacancy shall notify the Personnel Office in writing within the five day posting period.

c. In order to be awarded a position vacancy, an employee must have attained seniority status and possess the required minimum qualifications for the position at the time application is made.

d. Seniority applicants **with department seniority in** the department in which the vacancy exists and who are qualified to perform the work required shall be given first preference for the open position. If there is more than one qualified seniority applicant **with departmental seniority**, the vacancy shall be offered to that applicant with the greatest

departmental seniority. If there are no qualified seniority applicants **with departmental seniority**, the County shall offer the position to the applicant with the greatest County seniority from outside the department who meets the stated minimum qualifications for the position.

e. When a part-time position is increased to full-time then the incumbent employee will maintain the position and no posting will be required. The Union shall be notified prior to the increase of hours taking place. When a full-time position is reduced to a part-time position it shall be handled as a lay off and the employee will exercise their bumping rights. The least senior person displaced will be given the part-time position rather than being laid off. The Union shall be notified prior to the decrease of hours taking place.

f. The County will make every effort to fill a vacancy within a 30 calendar day period from the end of the posting period.

14.2 An employee awarded a position vacancy as herein provided may be required to remain in his old job up to 30 work days or, by mutual consent, until a proper replacement can be obtained. An employee awarded a new job classification shall have an orientation period of 30 work days. By mutual agreement of the Union and the County, the orientation period may be extended. The County may disqualify an employee prior to the completion of such orientation period for lack of ability. An employee may also request to be returned to his former position prior to the

completion of the orientation period. In either case, an employee shall be returned to his former job classification and department without loss of seniority rights.

14.3 An employee who successfully bids for and is awarded a position in a different department shall not be entitled to bid for any other position for a period of 12 months. (Exceptions may be made by mutual agreement between the County and the Union).

14.4 If there are no qualified applicants from among the seniority employees covered by this Agreement, the County may fill the vacancy from outside the bargaining unit.

14.5 Upon transfer to a regular bargaining unit vacancy, the employee shall be placed on the bottom of the seniority list for the job classification in the department to which he is transferred and given a date-of-entry seniority date for purposes of layoff and recall. Upon successful completion of his orientation period, the employee's name shall be removed from the seniority list of his former job classification and department. The job classification and the department to which he has been transferred shall thereupon become his regular job classification and department and he shall hold his seniority only in that job classification and department.

Temporary Position Vacancies

14.6 Whenever there is a temporary position vacancy that is reasonably anticipated to exceed 90 calendar days' duration, such vacancy shall be posted for application by employees

in a lower pay grade in the department in which the vacancy exists before being offered to a temporary employee. The temporary position vacancy shall be offered to the most senior qualified applicant within the department. The compensation of an employee awarded a temporary position vacancy shall be as provided for in Section 15.3 of this Agreement. Upon completion of the temporary assignment, the employee shall be returned to his former job classification and pay grade.

ARTICLE XV - TEMPORARY TRANSFERS

15.1 The County reserves the right to temporarily transfer employees. An employee temporarily transferred shall acquire no seniority in the job classification or department to which he is temporarily transferred. Upon completion of the temporary assignment, the employee shall be returned to the job classification and department in which he holds seniority.

15.2 An employee who is temporarily transferred to another position in the same pay grade shall continue to receive the same salary.

15.3 An employee who is temporarily transferred to a position in a higher pay grade for a period of **four (4)** consecutive hours or longer shall, for the duration of such temporary assignment, receive the rate of pay for the lowest step within the new grade which assures an equal or greater pay rate.

15.4 An employee who is temporarily transferred and assigned by the County to perform the duties of a position in a lower pay grade shall receive his regular salary for such work.

ARTICLE XVI - HOURS OF WORK AND OVERTIME

16.1 The normal work week shall be Monday through Friday. The normal work day shall be 8:00 a.m. to 5:00 p.m., with one hour, unpaid, for lunch normally arranged between the third and fifth hours of the day.

16.2 It is agreed that individual schedules may be assigned to meet County operational and service requirements which can include regular varied schedules as may be necessary on an individual or departmental basis.

16.3 Employees may be granted flex time at the discretion of the Department Head; provided, however, that in no case may an employee's flexible hours or work interfere with departmental schedules and operation needs.

16.4 Time and one-half the employee's regular straight-time hourly rate shall be paid for all hours worked over 40 hours in any one work week. Employees shall not be required to take time off to compensate for overtime hours worked in the same week for the purpose of avoiding overtime payment.

16.5 Paid holidays, paid annual leave, paid funeral leave, paid jury duty and required court attendance shall be considered as time worked for purposes of overtime computation.

16.6 Employees called in to work after having completed their normal work day shall be paid no less than a minimum of two hours at straight time or time and one-half their regular straight-time hourly rate, whichever is greater.

16.7 Overtime shall be distributed fairly by the Department Head among the employees in the job classifications within each department in which the overtime occurs.

16.8 Employees will be allowed a 15 minute rest period approximately halfway between the start of their work day and their lunch period. Employees will be allowed an additional rest period of 15 minutes approximately halfway between the lunch period and the end of their work day. Breaks will be scheduled at the discretion of the department head so as not to disrupt office functions.

16.9 Regular full-time and regular part-time employees in the classification and department in which temporaries, co-ops, seasonals and interns are employed shall be given first preference for available overtime work assignments, provided such regular employees have the ability to perform the work without delaying completion of the overtime assignment.

16.10 Employees required to be on standby will be paid one (1) hour of pay at their current rate of pay for each day they are assigned to be on standby. The stipend for one (1) hour's pay is for carrying the pager not for performance of work.

ARTICLE XVII - ANNUAL LEAVE

17.1 All regular full-time employees covered by this Agreement who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	22 days
After 5 years	26 days
After 10 years	29 days
After 15 years	30 days

All regular full-time employees hired after June 20, 1995, who have completed one year or more of service on December 31st of each year shall be credited with an annual leave allowance on January 1st of the subsequent year as follows:

After 1 year	12 working days
After 5 years	16 working days
After 10 years	19 working days
After 15 years	20 working days

17.2 Employees with less than one year of service shall be credited with one leave day per month upon successfully completing their probationary period commencing with the starting date of their employment.

17.3 On the fifth, tenth, and fifteenth anniversary of their date of hire, employees shall be credited with the additional days annual leave entitlement; for example, four additional days after reaching their fifth anniversary and three additional days after reaching their tenth anniversary.

17.4 An employee who has completed one year or more of

service and who quits his job after serving proper notice (not less than ten working days), will be paid for the balance of his accrued, but unused, annual leave time up to the last day of his employment.

17.5 An employee who is laid off due to lack of work may elect to be paid for accrued but unused annual leave.

17.6 In the event of death or retirement of an employee, all annual leave due him shall be paid in the same manner as for wages due.

17.7 An employee who actually works nine months in the calendar year, excluding first year employees, shall be entitled to full privileges. An employee otherwise eligible for an annual leave entitlement who works less than nine months in a calendar year shall be entitled to a pro rata annual leave based upon one-twelfth of his full annual leave for each month actually worked.

17.8 An employee is allowed to carry over up to, but not to exceed ten annual leave days from one calendar year to the next calendar year.

17.9 Annual leave shall not be allowed in advance of being earned. If an employee has insufficient annual leave credits to cover a period of absence, no allowance for annual leave shall be posted in advance or in anticipation of future leave credits. In the absence of applicable leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.

17.10 If an employee is discharged for just cause or

quits without giving ten working days notice, no annual leave pay will be allowed.

17.11 Planned annual leave for three or more days for vacation purposes, shall be scheduled within each department between the department head and the employees involved in order to maintain continuity and efficiency of operations. Use of annual leave for medical reasons are considered granted upon the employee's notification to the supervisor. Use of annual leave for less than three days or other purposes shall, depending on the operating requirements of the department, be granted upon the employee's notification to the supervisor. Such approval shall not be unreasonably withheld by the County. The department head shall, in all planned annual leave cases, make the final decision involving annual leave allocation, both as to the number who may be off at any one time and annual leave dates. In case of differences in meeting staffing requirements the senior employee(s) shall be entitled to the preference.

17.12 An employee may use leave in increments of one hour, however, the Union agrees with the County that this provision should not be abused.

17.13 Current balances of the employee's sick bank will be frozen according to the following:

a. All days accumulated over 60 will be paid at the employee directed method for 1/2 of the balance over 60 days. Paid at the employees rate of pay as of the date of the signing of the contract. Such payment will continue to be used in

determining final average compensation.

b. From the accumulation of 60 days or less the new sick bank will be created up to a maximum of 60 days. The employee's new bank will be equal to the number of accumulated days in the bank or 60 days whichever is lesser.

c. This bank will not be used as leave time but shall be used for illness only or as a supplement to the disability insurance program.

d. An employee may be allowed to use sick bank for sickness in the immediate family, but must secure permission from his immediate supervisor to leave the job. For sick bank purposes, immediate family is defined as a relative currently and previously who resides in the employee's household.

ARTICLE XVIII - MATERNITY/PATERNITY LEAVE

18.1 A maternity or paternity leave will be granted in accordance with state and federal regulations.

ARTICLE XIX - LEAVES OF ABSENCE

19.1 For justifiable reasons and upon recommendation of the Department Head and approval of the Personnel Director, an employee may be granted a personal leave of absence without pay for a period of up to six months. Authorization for such leave must be in writing and signed by the Department Head and the Personnel Director. In cases of extreme hardship, an extension of up to six months may be granted at the discretion of the County.

The County shall have the right to fill a position vacated by a Personal Leave of Absence for greater than 120 days with a temporary employee, should this be necessary.

19.2 During the period of absence the employee shall not engage in gainful employment outside of Midland County. Violation of this provision may warrant immediate discharge and complete loss of seniority rights for the employee involved.

ARTICLE XX - MEDICAL LEAVE

20.1 An employee who cannot work for medically certified reasons may apply in writing to the Personnel Director, with a copy to the Department Head, for an unpaid medical leave of absence, provided he or she has exhausted their current sick leave bank and annual leave benefits. Any such request must include medical certification of inability to work and the expected duration of absence. The approval of a medical leave will be discretionary with the Personnel Director, which approval shall not be unreasonably withheld. The total time absent from the job, utilizing any benefits and leaves provided in this Agreement, shall not exceed one year.

20.2 Prior to returning to work from medical leave of absence, the employee shall be required to present to the County written medical certification of fitness to resume the performance of all of his job duties. The County may also require the employee to be examined by a physician of the County's selection at County expense. If the employee's and the County's physicians disagree, a third physician may be called in to make an independent examination, the cost of such examination to be shared equally by the County and the Union. The third physician shall be selected by the County and the Union and shall be a specialist with training pertinent to the case under consideration. The finding of a majority of the three physicians shall be determinative.

20.3 Engaging in gainful employment during a medical

leave of absence without prior written authorization of the County, or failure to return to employment as soon as the employee is certified as able to work, shall be grounds for discharge from County employment.

20.4 An employee absent from work on medical leave shall not accrue seniority, or annual leave benefits.

20.5 The County shall have the right to fill a position vacated by a Medical Leave of Absence for greater than 120 days with a temporary employee, should this be necessary.

ARTICLE XXI - FUNERAL LEAVE

21.1 Upon the death of an employee's spouse, child, stepchild, parent, stepparent, brother, stepbrother, sister, stepsister, mother-in-law, father-in-law, grandparent or grandchild, the employee shall be excused without loss of pay on the dates which he has been scheduled to work during the period from the day of death to the day after the day of the funeral, both inclusive, but not to exceed a total of three working days, as is required to discharge specific obligations placed upon him by the death. The employee shall make every effort to notify his supervisor of the need to utilize funeral leave at the earliest possible time prior to utilization.

21.2 The employee shall be excused without loss of pay on the day of the funeral in the case of the death of the employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law. The Department Head may approve up to two additional days off, without loss of pay, as is required to discharge specific obligations placed upon him by the death. Such additional days off shall be deducted from the employee's accrued annual leave. If the employee has no accrued annual leave to his credit, such additional days off shall be without pay.

ARTICLE XXII - MILITARY LEAVE

22.1 Employees who enter the armed forces of the United States while employed by the County shall be given all benefits accorded them by applicable federal law.

22.2 Any employee who is a member of the National Guard or of a Reserve Unit of the Armed Forces who is called to attend a military camp program and must go to retain his present status in such a program shall be eligible for the following benefits:

a. Upon proper advance request, the employee shall be granted a leave of absence, not to exceed ten working days, to participate in a branch of the Armed Forces Reserve Training Program. Such request shall be accompanied by proper documentation from the employee's Commanding Officer. During the period of an approved leave, the employee shall be paid by the County the difference between the amount received for such training and the employee's regular salary, less mileage allowance.

b. No pay will be granted for time off in excess of ten scheduled working days in one year.

c. Should an employee at any time be federalized, the County's obligation under this provision shall immediately terminate and the employee shall thereafter be considered on full military leave.

ARTICLE XXIII - JURY DUTY AND COURT APPEARANCE

23.1 Employees shall be granted a leave of absence with pay when they are required to report for jury duty.

23.2 Employees shall be paid the difference between their jury duty compensation and their regular wages for time necessarily spent in jury service. Seniority will continue to accrue to the employee while on jury duty. Employees will be paid for the full day after endorsing the jury check to the County, less mileage allowance.

23.3 Employees required, whether by the County of Midland or any public agency, to appear before a court of such agency on any matters related to their work for Midland 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 so required to be absent from work.

23.4 Such employees shall be paid the difference, if any, between the compensation they receive from the court or agency and their wages for time necessarily spent, not exceeding base pay. Employees will be paid for the full day after turning over witness fees to the County, less mileage allowance.

23.5 Employees who are dismissed from Midland court service by 12:15 p.m. must report to work for the balance of the day.

ARTICLE XXIV - COMPENSATION

24.1 Regular full-time employees covered by this Agreement shall be paid in accordance with the salary schedule(s) appended to this Agreement. The salary schedule(s) reflect individual job grades and steps which represent length of service within those grades. **Employees will be granted a 2.5% lump sum payment on employees' base wage as of December 31, 1994. Employees will be granted a 3.0% general increase on January 1, 1996, a 3.0% general increase on January 1, 1997 and a 2.0% general increase on January 1, 1998.**

Employees hired after June 20, 1995 will have a ten year wage schedule.

24.2 Employees promoted or reclassified to a higher grade shall be placed at the lowest step within the new grade which results in an annualized salary at least \$250 higher than that last earned by the employee.

24.3 An employee who transfers to another position in the same pay grade (including a transfer resulting from applying for a position vacancy or resulting from layoff, bumping or recall), shall continue to receive the same salary.

24.4 An employee who transfers to a position in a lower pay grade (including a transfer resulting from applying for a position vacancy or resulting from layoff, bumping or recall), shall be placed at the same step in such lower pay grade and his salary shall be reduced accordingly.

24.5 Jobs covered by this Agreement have been categorized according to the qualifications and skills required and the degree of responsibility associated with each of the jobs. The County and the Union agree upon and accept the job classifications and descriptions as agreed upon in the Letter of Understanding dated February 21, 1991 as the basis for payment of wages as provided herein.

24.6 If the County changes a job description, the County shall provide the Union with a copy of the revised description and its pay grade. Upon request of the Union, the County shall, within thirty (30) working days after such notification, meet with the Union to discuss the position's pay grade. If, following such a discussion, there is a dispute as to the appropriate pay grade for the revised job descriptions, such dispute shall be an appropriate matter for a grievance initiated at Step 3 of the Grievance Procedure. If a grievance as to the position's appropriate pay grade is subsequently referred to Step 4, Arbitration, the Arbitrator shall use as the basis for his decision, the qualifications, skill, and degree of responsibility of the revised job as compared to other jobs in the bargaining unit.

ARTICLE XXV - LONGEVITY PAYMENT

25.1 All regular full-time and eligible regular part-time employees covered by this Agreement who have completed either 5, 10, 15 or 20 years of seniority in a full-time capacity shall receive longevity pay based on the following schedule:

a. Upon completion of five years of seniority, 1% of their annual base salary.

b. Upon completion of 10 years of seniority, 3% of their annual base salary.

c. Upon completion of 15 years of seniority, 5% of their annual base salary.

d. Upon completion of 20 years of seniority, 7% of their annual base salary.

25.2 "Annual base salary" shall mean the employee's base salary in effect on the last salary payroll period prior to the employee's anniversary of hire date.

25.3 The longevity payment shall be received by the employee on the first salary payroll period following his anniversary date of hire and shall be taxed in accordance with current IRS guidelines governing supplemental wage withholding.

25.4 **Employees hired after June 20, 1995 will not qualify for longevity payment.**

ARTICLE XXVI - RETIREMENT

26.1 Regular full-time employees are covered by a Retirement Plan which includes other full-time employees of the County. The County will continue the existing retirement system for regular full-time employees covered by this Agreement. The Union shall be furnished a copy of the Plan and any changes which the County may institute from time to time.

26.2 Each regular full-time and eligible regular part-time employee covered by this Agreement shall contribute 4% of his gross earnings to the County Retirement System. Effective July 1, 1990, each such employee's contribution shall be changed to 3% of his gross earnings.

26.3 Age and Service Retirement: Employees shall be allowed to receive retirement benefits at age 60 or older and after completing 10 or more years of service at age 65 with eight or more years of service.

a. Early retirement at age 55 with reduced benefits.

b. The formula for early retirement shall be:
age + years of service = 85 points will qualify for full retirement with full benefits.

26.4 Retirement Multiplier: A retirement multiplier factor of 2% (.02) shall be applied to the final average compensation and years of service in determining the employees annual retirement allowance.

26.5 Final Average Compensation: Final average compensation shall mean the highest annual compensation received by a member during a period of five consecutive years of service contained within the ten years of service immediately preceding retirement. Compensation of members, in determining amounts subject to deduction for payment to the retirement system and for determination of "final average compensation" shall consist of all payments received by a member for base salary, longevity pay, and overtime and any lump sum payment in lieu of annual leave.

26.6 The County will provide the opportunity for employees to retire early by reducing the point requirement from 85 to 75 points for the limited window period of 07/01/97 through 12/31/97. An employee must elect and exercise their option during this window period.

ARTICLE XXVII - HOLIDAY

27.1 The County recognizes the following paid holidays:

New Year's Day	Good Friday
President's Day	Labor Day
Memorial Day	Columbus Day
Fourth of July	Veteran's Day
Martin Luther King Day	Thanksgiving Day
Christmas Eve Day (1/2 day)	& Friday After
Christmas Day	

27.2 Employees covered by this Agreement shall not normally be required to work on the designated holidays.

27.3 All regular full-time and eligible regular part-time employees covered by this Agreement shall be paid their regular salary for any week in which one of the above designated holidays falls or is observed.

27.4 Whenever any of the above holidays falls on Sunday, it shall be observed on the following Monday. Whenever a holiday falls on Saturday, it will be observed on the preceding Friday.

27.5 Employees who may be required to work on one of the above holidays shall receive one and one-half times their regular straight time hourly rate for all hours worked on such holiday, in addition to their regular salary covering the holiday. In lieu of payment for working on the holiday, the employee may elect to receive compensatory time off at the rate of time and one-half for each hour, or part thereof, worked by the employee on the holiday. Scheduling of compensatory time off shall be subject to advance approval of the Department Head.

ARTICLE XXVIII - INSURANCE

Life and Accidental Death & Dismemberment Insurance

28.1 The County will provide all regular full-time and eligible regular part-time employees with accidental death and dismemberment insurance in the amount of \$1,000 term life insurance and \$1,000 accidental death and dismemberment insurance for each \$1,000 of the employee's wage, rounded to the nearest \$1,000 increment. In any event the minimum coverage shall be \$15,000 and the maximum coverage shall be **\$50,000**.

28.2 The County shall pay the full premium for the life and accidental death and dismemberment insurance. The insurance is effective commencing the first day of the month next following the month in which the employee satisfactorily completes 30 days' employment as a member of the bargaining unit.

28.3 In the event of layoff, the County will pay the premium for one month beyond the month in which the employee is laid off.

28.4 In the event of absence due to an illness or injury not compensable under Workers' Compensation, the County will pay the premium for a period not to exceed one year.

28.5 In the event of absence due to an injury or illness compensable under Workers' Compensation, the County will pay the premium for a period not to exceed two years.

28.6 The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall

govern all conditions of eligibility for and payment of benefits.

Dental-Hospital-Medical-Surgical Insurance

28.7 The County will provide all regular full-time and eligible regular part-time employees an opportunity to enroll in Blue Cross/Blue Shield CR25 50-50 Dental Insurance and MVF-2 hospital-medical-surgical insurance, including the master medical, M-L, RPS, AS-1 and reciprocity program riders or their equivalent, **and Blue Cross/Blue Shield \$5.00 prescription drug and optical riders effective 01/01/96.** In addition to the foregoing, the County will provide pre-determination for non-emergency hospital admissions and second surgical opinion program riders, or their equivalent, effective upon the approval of such program benefits for other non-bargained for employees of the County.

28.8 The employee shall pay a portion of the monthly premium and the County shall pay the balance. The employee's portion of the monthly premium shall be 4.5% of the employee's coverage premium per month.

28.9 In the event of layoff, the County will pay the premium for one month beyond the month in which the employee is laid off.

28.10 In the event of absence due to an illness or injury not compensable under Worker's Compensation, the County will pay its portion of the premium for a period not to exceed one year.

28.11 In the event of absence due to an injury or illness compensable under Workers' Compensation, the County will pay its portion of the premium for a period not to exceed two

years.

28.12 The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Weekly Income Insurance

28.13 The County will provide weekly income insurance for all regular full-time and eligible regular part-time employees covered by this Agreement. The terms and provisions of such coverage shall be made available to the Union effective April 1, 1992.

(a) Short Term Disability Plan:

Waiting Period - 7 days
% of Pay - 66 2/3% of base pay
Maximum - \$3,000.00 P/Mth
Maximum Time - 6 months

(b) Long-Term Disability Plan:

Waiting Period - 6 months
% of Pay - 66 2/3% of base pay
Maximum - \$3,000.00 P/Mth
Maximum Time - 2 years

(c) The terms, conditions, exclusions and limitations specified in the County's policy with its insurance carrier shall govern all conditions of eligibility for and payment of benefits.

Retiree Health Care Plan

28.14 (a) Employees will contribute 1% of biweekly pay toward the program to be set up as a pre-tax deduction if possible.

(b) The County will pay the cost of Blue

Cross/Blue Shield MVF-1, Comprehensive Hospital Care Certificate, hospital, medical, surgical insurance with the following riders: FAERC, D.45NM, ASFP, ML, including Master Medical Program rider option-1 (with prescription drugs) for the retiree only. At age 65, the retiree must enroll in part B Medicare program. The County will thereafter pay the cost of Blue Cross and Blue Shield Master Medical Complimentary Coverage Option-1 or its equivalent coverage.

(c) The County shall also allow the retiree to include in its group coverage the retiree's spouse in accordance with the following provisions:

(1) The County shall begin to immediately pre-fund the Retiree Health Care program by establishing a separate fund called the "Retiree Health Care Fund" that will be used for the purpose of paying Retiree Health Care Premiums. The County shall annually budget sufficient funds, to contribute to the Retiree Health Care Fund, based upon the actuarially determined amount to be reserved for the future cost of Retiree Health Care Premiums. Employees shall contribute to this fund a percentage of their bi-weekly base pay to be deposited into the "Retiree Health Care Fund" to assist in the funding of future health care benefits for the retiree and their spouse. If employee dies prior to becoming eligible for retirement and/or retiree health care benefits, the employee's contribution will go to their estate. If the employee quits or leaves County employment for any reason prior to becoming eligible for retirement benefits and/or retiree health care benefits, the employee shall be refunded the amount the

employee has contributed to the Retiree Health Care Fund along with accumulated interest thereon as determined by the County.

(2) A retiree's spouse who is covered by health care benefits from the spouse's employer, shall not be allowed to participate in the County sponsored retiree health care program.

(3) A retiree and spouse shall be allowed to participate in the retiree health care program benefit provided they meet the following requirements;

(a) The recipient must be an active retiree of the County and must be receiving monthly retirement benefits pursuant to the County Retirement Plan.

(b) Beneficiaries of retirees shall be allowed to continue to receive health care benefits as long as the named beneficiary is covered by the retiree's health care plan at the time of the retiree's death and continues to receive the deceased retiree's retirement allowance. If a deceased retiree's spouse remarries, health care benefits shall not be available to the new spouse.

(c) Dependent children of the retiree are eligible for continued health care coverage after the retiree's death, provided the dependent children were enrolled in the retiree's health care plan at the time of the retiree's death and continue as dependents under the surviving spouse who is the named beneficiary of the retiree who is receiving the deceased retiree's retirement allowance. In the event a dependent child is

the named beneficiary and continues to receive the deceased retiree's retirement allowance, and is also enrolled in the retiree's health care plan at the time of the retiree's death, the dependent child shall continue to receive health care coverage through the end of the year in which the dependent child reaches age 19 and age 25 if they are enrolled in a University.

(d) An employee who is eligible for retirement, regardless of age or years of service, shall be entitled to Retiree Health Care Benefits for the employee and their spouse. The County shall pay 100% of the Health Care Premiums for the retiree and 50% of the premium for retiree spouses and eligible sponsored dependents and the employee shall pay 50% of the difference. The County shall pay an additional 5% of the retiree spouses and eligible sponsored dependent's Health Care Premiums for each year of service in excess of 10 years of service for Retiree Health Care.

ARTICLE XXIX - GENERAL

Employee Bonds

29.1 Should the County require any employee to provide a bond for employment purposes, the general bond premium shall be paid by the County. Special premiums, in excess of the general bond premium, if any, required for any employee must be paid by such employee.

Bulletin Boards

29.2 The County shall provide bulletin boards at each County Union work site for use by the Union. The boards shall only be used for posting notices of authorized Union business. They shall not be used for political purposes of any kind. The Union shall designate a person who shall be responsible for all material posted on the boards.

Mileage

29.3 Mileage allowances authorized by the Board of Commissioners shall be effective for employees covered by this Agreement.

Special Conferences

29.4 a. Special conferences shall be arranged between the Union and the County upon the request of either party. Arrangements for such special conferences shall be made in advance

and an agenda of the matters to be taken up at the conference shall be presented in writing at the time the conference is requested. Conferences shall be held within ten working days after the request is received, but may be extended by mutual consent. Matters taken up in special conferences shall be confined to those included in the agenda. Conferences shall be held at mutually agreed upon times and hours. Representatives of the Union, not to exceed three, shall be released with pay for the purpose of attending a special conference. Special conferences may be attended by representatives of Local 214.

b. The Union representative may meet without loss of time or pay on the Employer's property for up to one-half hour immediately preceding the conference.

Weekend Hours for Parks Employees

29.5 Employees who work at one of Midland County's Parks and who are scheduled to work weekend (Saturday and/or Sunday) hours shall receive a premium pay amounting to \$.25 per hour above their regular hourly rate for all weekend hours actually worked.

Training

29.6 The County recognizes that in the event it is necessary that an employee receive additional training during the time of the regular work day the County will be responsible for the reimbursement of wages for that training. In the event any

schooling or in-service training is specifically assigned by the County, the employee will be paid not to exceed eight hours at his regular straight time hourly rate for each full day of such training or schooling, and expenses computed in accordance with regular County expense allowance procedures.

Tuition Reimbursement Program

29.7 The County will establish a tuition refund program that can be requested by the employee and will be approved by the County, subject to the guidelines below:

a. This program applies to tuition only; registration, application and other incidental fees, books, supplies, deposits, etc., which may be charged shall be borne by the employee.

b. Tuition reimbursement shall only be available for educational courses directly related to the development of skills and abilities needed in the employee's then current position or another position in the County to which the employee may reasonably expect to be promoted or transferred as determined by the employee's Department Head and the Director of Personnel.

c. The employee must have completed one year of regular service with the County prior to the first day of the term or semester for which he plans to register.

d. The application for tuition reimbursement can be obtained in the Personnel Department. It is to be completed

ten (10) days before the beginning of each semester. The applicant shall also be required to present evidence of admission confirming that he has satisfied all admission requirements and is eligible to enroll for classes.

e. The application will be reviewed to determine if the requested education courses are accredited and work related, and that the institution where they are to be taken is approved. Advance approval is required.

f. Regular full-time and eligible regular part-time employees will receive reimbursement for 50% and 25% of tuition; respectively; provided they meet the other requirements set forth herein.

g. No more than six credit hours per year, or three credit hours per term or semester, will be approved for any employee.

h. Within 30 days of the end of the term or semester, the employee must submit to the Personnel Department the bill, receipt of payment, and grades for review. Requests for tuition reimbursement not submitted within 30 days shall result in the employee's forfeiture of all rights to reimbursement for such course work.

i. A grade of "C" or better must be maintained in an undergraduate, business, or trade school level course to qualify for reimbursement; a grade of "B" or better is required for graduate courses.

j. The employee must take courses during non-

working hours.

k. Applications will be processed on a first come basis. When funds authorized by the County have been fully committed, no further applications for tuition reimbursement shall be approved.

l. The County will not pay for incompletes or for any course retaken for any reason, or for any course or tuition expense which is paid for or reimbursed under the G.I. Bill, scholarships, grants or by any outside organization.

County Facilities

29.8 When the County facilities are closed due to an emergency, the affected employees of the closed facilities shall receive their normal day's pay for such closed days.

ARTICLE XXX - SEPARABILITY AND SAVINGS CLAUSE

30.1 If any article or section of this contract, or if any riders thereto, should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and of any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

30.2 In the event that any article or section is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

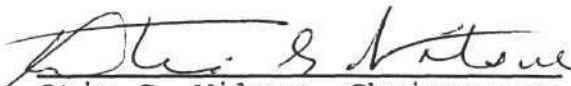
ARTICLE XXXI - TERMINATION OF AGREEMENT

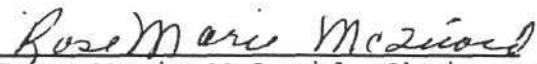
31.1 This Agreement shall be in full force and effect from **January 1, 1995 to December 31, 1998** , and shall continue in full force and effect from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least 60 days prior to date of expiration.

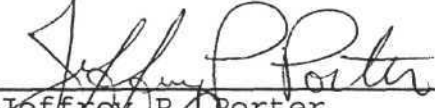
31.2 It is further provided that where no such cancellation or termination notice is served and the parties desire to continue said Agreement but also desire to negotiate changes or revisions in this Agreement, either party may serve upon the other a notice, at least 60 days prior to **December 31, 1998, or December 31st** of any subsequent contract year advising that such party desires to continue this Agreement but also desires to revise or change terms or conditions of such Agreement. The respective parties shall be permitted all lawful economic recourse to support their request for revisions if the parties fail to agree thereon.

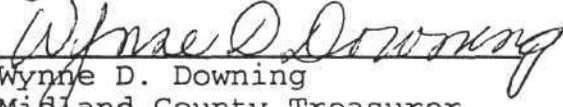
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.


COUNTY OF MIDLAND

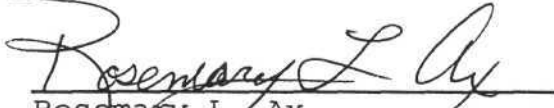

Otis G. Wilson, Chairperson
Midland County Board of
Commissioners

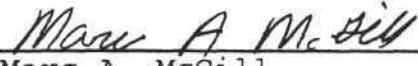

Rose Marie McQuaid, Chairperson
Human Services Committee

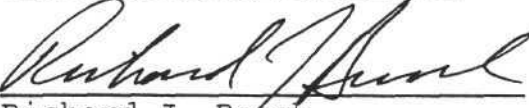

Jeffrey P. Porter
Midland County Clerk


Wynne D. Downing
Midland County Treasurer

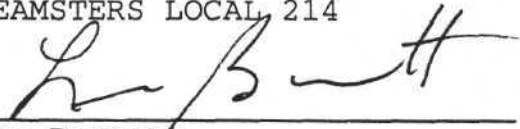

Beverly J. Thayer
Midland County Register
of Deeds

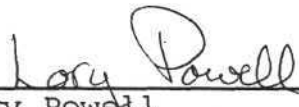

Rosemary L. Ax
Midland County Drain
Commissioner

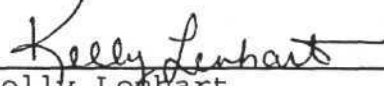

Marc A. McGill
Administrator/Controller


Richard J. Busch
Personnel Director

TEAMSTERS LOCAL 214


Les Barrett
Business Representative


Lory Powell
Chief Steward


Kelly Lennhart
Bargaining Committee Member


Ann Banks
Bargaining Committee Member

LETTER OF UNDERSTANDING

To further assist employees in learning and upgrading skills in the operation of word processing equipment introduced into County offices, the County agrees as follows:

1. Up to ten employees per year for each year of the parties' 1995-98 collective bargaining agreement shall be permitted to participate in a word processing training program to be held at a location to be selected by the County.

2. The training program shall be made available to employees on a seniority basis in the following order of preference.

a. Employees who are required to operate word processing equipment as part of their regular work assignments and who have not previously received any training in the operation of such equipment shall have first priority.

b. Employees who are required to operate word processing equipment as part of their regular work assignments and who have received only limited introductory training in the operation of such equipment shall have second priority.

c. Employees who are presently in an occupational classification that requires or may reasonably be expected to require word processing training, or employees who are in a County recognized occupational ladder in which word processing skills may be reasonably required for future promotion, shall have third priority.

d. Other employees who are interested in word processing training shall have fourth priority.

3. Employees shall not be compensated for participation in this program. Participation shall be wholly voluntary and shall be on each employee's own time.

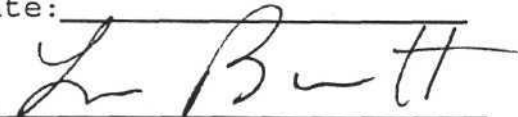
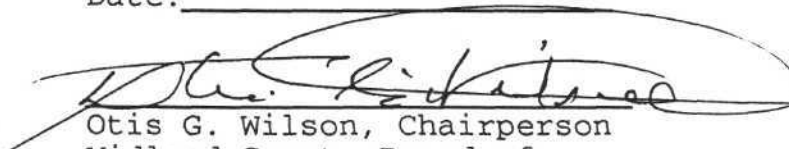
4. Except as herein above provided, the terms and conditions governing tuition reimbursement for program participation shall be as provided for under the Tuition Reimbursement Program of the parties' collective bargaining agreement.

COUNTY OF MIDLAND

TEAMSTERS LOCAL 214

Date: _____

Date: _____



Otis G. Wilson, Chairperson
Midland County Board of
Commissioners

Les Barrett
Business Representative

Date: 7-19-95



Lory Powell
Chief Steward

LETTER OF UNDERSTANDING

The County agrees to continue the Labor/Management Health/Dental Insurance Study Committee.

The charge of the Health/Dental Insurance Study Committee will be to analyze current plan benefits and submit recommendations to the County and Union for reducing current employer and employee costs.

The Committee will be comprised of equal representation of labor and management.

This Committee will continue to work for the duration of this Agreement.

Upon completion of its review, the Committee shall summarize its findings and recommendations in report form and forward a copy of same to all participants. The Committee's findings and recommendations shall not be binding on the County or Teamsters Local 214.

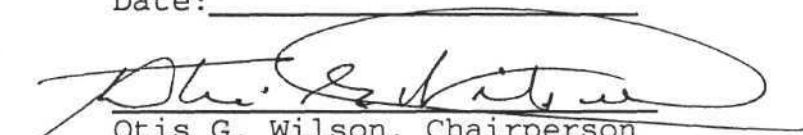
Within sixty (60) days after receipt of the Committee's report, the Union's and the County's Bargaining Committees shall meet to discuss the Committee's findings and recommendations. Any agreements arrived at through this discussion shall be reduced to writing and submitted for approval and ratification by the membership of Teamsters Local 214 and the County's Board of Commissioners.

COUNTY OF MIDLAND

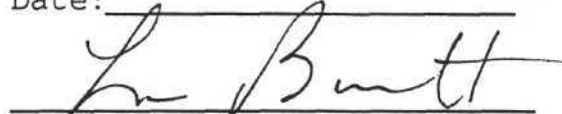
TEAMSTERS LOCAL 214

Date: _____

Date: _____




Otis G. Wilson, Chairperson
Midland County Board of
Commissioners



Les Barrett
Business Representative

Date: 7-19-95



Lory Powell
Chief Steward

LETTER OF UNDERSTANDING

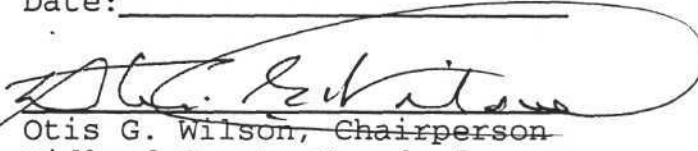
It is hereby agreed by and between the County of Midland and Teamsters Local 214, that any proposals or counterproposals withdrawn by the parties during the negotiation of the **1995** collective bargaining agreement shall be without prejudice to said parties in the future interpretation or application of said Agreement.


COUNTY OF MIDLAND

TEAMSTERS LOCAL 214


Date: _____

Date: _____


Otis G. Wilson, Chairperson
Midland County Board of
Commissioners


Les Barrett
Business Representative

Date: 7-19-95


Lory Powell
Chief Steward

LETTER OF UNDERSTANDING

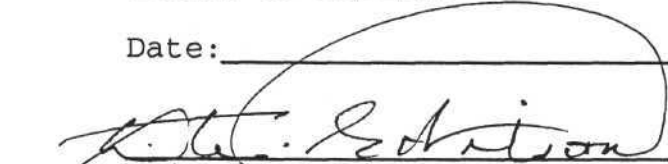
The County agrees that it shall not erode the bargaining unit through the termination of employees in bargaining unit positions and the filling of said positions with non-bargaining unit employees.

COUNTY OF MIDLAND


TEAMSTERS LOCAL 214

Date: _____

Date: _____




Otis G. Wilson, Chairperson
Midland County Board of
Commissioners



Les Barrett
Business Representative

Date: 7-19-95



Lory Powell
Chief Steward

LETTER OF UNDERSTANDING

The County of Midland ("County") and Teamsters State, County and Municipal Workers, Local 214 ("Teamsters"), hereby agree to resolve a class action grievance submitted on November 17, 1989 and an Unfair Labor Practice Charge, Case No. C90 C-55, which is currently pending before the Michigan Employment Relations Commission ("MERC") as follows:

1. This Memorandum of Agreement shall only pertain to the County Services Building, 220 West Ellsworth Street, Midland, Michigan.

2. Within one hundred and twenty (120) days after execution of this Agreement, the County shall designate the room next to the Equipment Room in the basement of the County Services Building as a smoking area ("designated smoking area") and engage a contractor to make physical changes to the ventilation system of the County Services Building so that the air from the designated smoking area shall be exhausted to the outside. The County shall solely bear the cost for making the physical changes described in the Paragraph.

3. Once the physical changes described in Paragraph 2 have been completed, during normal break periods, employees in the Local 214 bargaining unit (and other County employees if the County so authorizes) may smoke in the designated smoking area.

4. Attached to this Agreement ("Attachment A") is a list of fourteen (14) employees currently represented by Local 214 who have indicated that they desire to smoke in the designated smoking area. The designated smoking area shall revert to a smoke-free room at such time as all fourteen (14) of the employees listed in Attachment A have either: (1) left County employment by reason of retirement, termination, resignation, or death; (2) have been transferred, promoted, or laid off to a position in another County-operated building; or (3) have stopped smoking. For purposes of this Agreement, "stopped smoking" shall include employee reimbursement, after the effective date of this AGREEMENT, under the County's Voluntary Smoking Cessation Incentive Program or the employee's voluntary cessation of smoking. Except as previously stated in this Paragraph, the continuation of the designated smoking area as a smoking facility shall not be affected by the hiring, promotion or transfer of employees represented by Local 214 after December 11, 1989.

5. The County and Local 214 acknowledge and agree that smoking is prohibited in all portions of the County Services Building, 220 West Ellsworth Street, Midland, Michigan, other than the designated smoking area.

6. This Agreement shall be effective upon the

execution of this Agreement by authorized representatives of the County and Local 214.

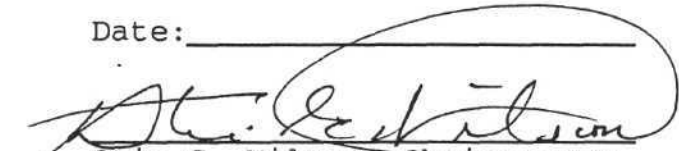
7. Upon the execution of this Agreement, Local 214 agrees to withdraw the class action grievance submitted on November 17, 1989 and its Unfair Labor Practice Charge, MERC Case No. C90-C-55, with prejudice.


COUNTY OF MIDLAND

TEAMSTERS LOCAL 214

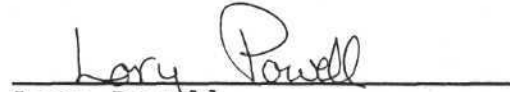
Date: _____

Date: _____


Otis G. Wilson, Chairperson
Midland County Board of
Commissioners


Les Barrett
Business Representative

Date: 7-19-95


Lory Powell
Chief Steward

APPENDIX A

List of Teamsters who smoke, work in the County Services Building, and were hired prior to December 11, 1989.

~~Peg Clark~~
Peggy Bala'
Carol Ryal
Janet Thomas
Pam Denton
~~Katie Whipple~~
Randy Bluemer
Kent Keller
Jon Sherwood
~~Deb Hughes~~
Terry Borsum
~~Calla Wylie~~
Nancy Coleman

LETTER OF UNDERSTANDING

The County of Midland ("County") and Teamsters State, County and Municipal Workers, Local 214 ("Teamsters"), hereby agree that:

1. The renovated Courthouse is designated as no smoking.

2. The County has designated a room in Level B of the Courthouse as a smoking area ("designated smoking area") and has insured that the ventilation system of the Courthouse has been adequately designed so that air from the designated smoking area will be properly exhausted.

3. Employees in the Courthouse may smoke in the designated smoking area.

4. Attached to this memo is a list of three employees who have indicated that they desire to smoke in the designated smoking area. The designated smoking area shall revert to a smoke-free room at such time as all three of the employees listed have either (1) left County employment by reason of retirement, termination, resignation, or death; (2) have been transferred, promoted, or laid off to a position in another County operated building; or (3) have stopped smoking. "Stopped smoking" shall include employee reimbursement under the County's Voluntary Smoking Cessation Incentive Program or the employees voluntary cessation of smoking.

5. The County and Teamsters Local #214 acknowledge and agree that smoking is prohibited in all portions of the Courthouse other than the designated smoking area.

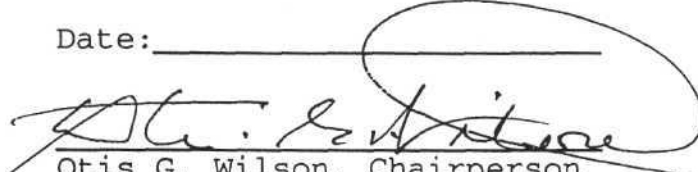
6. This agreement shall be effective upon the execution of this agreement by the authorized representatives of the County and Teamsters Local #214.

COUNTY OF MIDLAND


TEAMSTERS LOCAL 214

Date: _____

Date: _____




Otis G. Wilson, Chairperson
Midland County Board of
Commissioners



Les Barrett
Business Representative

Date: 7-19-95



Lory Powell
Chief Steward

List of Teamsters who smoke, work in the County Courthouse,
and were hired prior to December 11, 1989.

Diane Gray
~~Dave Stoneburgh~~
Karen Wagner

LETTER OF UNDERSTANDING

It is hereby agreed by and between the County of Midland and Teamsters Local #214, in reference to the recently completed job studies by the Hay Group, that:

1. The attached schedule, Appendix A, which includes the job classification in their authorized pay grades, be hereby approved and become a part of the current Agreement between the County of Midland, including its Board of Commissioners, County Clerk, Treasurer, Register of Deeds, and Drain Commissioner ("County") and Local Union 214 of the State, County and Municipal Workers, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of American ("Union") dated February 21, 1989 and for the duration of the next Collective Bargaining Agreement or until June 30, 1994, whichever is sooner.

2. That all job studies requested prior to January 12, 1989 (positions listed below), which result in an upward adjustment in pay grade, shall result in the incumbent employee being placed in the new pay grade at their current step. Such change in pay will be retroactive to ninety (90) days after the date the request was received by the County. All retroactive pay will be paid in two equal payments; one-half of the retroactive pay shall be paid on the first pay period commencing after approval of this Letter of Understanding by the County and the Union, and the second one-half to be paid one year after the payment of the first one-half. It is further agreed that no interest will be paid on any amount of the retroactive payment. Each individual receiving retroactive pay will be provided a breakdown of the amount of earnings attributable to each year of retroactivity.

Deputy Treasurer - Treasurer
Clerk Secretary/Office Manager - County Clerk
Account Clerk III - Treasurer
Office Assistant - County Clerk
General Clerk II - Treasurer
Clerk Typist I - Treasurer
Clerk Secretary II - Health
Deputy Equalization Director - Equalization
Appraiser - Equalization
Appraiser - Equalization
Clerk Secretary II - Equalization

In the event one of the above employees dies or leaves the employ of the County, the entire amount remaining due will be paid to the employee or their estate.

3. The County and the Union further agree the following positions have received an upward adjustment in their pay grade and have had no job content change. Therefore, the incumbent in each such position shall be placed at the lowest step in the new pay grade that results in an increased annual salary adjustment of a minimum of \$250.00. Said adjustment in compensation shall become effective on June 30, 1991.

Investigator/Mediator - Friend of the Court
Accountant II - Health Department
Payroll Accountant - Controller
Clerk Secretary III - Department of Public Works
Secretary, Family Planning - Health Department
Rehab Tech/House Numbering Coor. - Housing Department
Park Foreman - Parks and Recreation
Assistant Park Foreman - Parks and Recreation
Support/Collections Investigator - Friend of the Court
Asst. Support/Collections Investigator - Friend of Court

The County further agrees that in the event that the Hay Group has determined that there has been a significant change in the job content of the Family Planning Secretary position in the Health Department so as to warrant an upward adjustment in the pay grade for that position from a pay grade 3 to pay grade 4, the incumbent employee shall be placed at the lowest step in the new pay grade that results in an increased annual salary adjustment of a minimum of \$250.00. Said adjustment shall become effective the first pay period commencing after approval of this Letter of Understanding by the County and the Union.

4. Any increase in pay grade recommended by the Hay Group in final resolution of the appeals of the Clerk Secretary III and the 4-H Program Assistant in the Cooperative Extension Office and the Clerk Secretary III in the Department of County Development shall result in the employee being placed in the new pay grade at their current step. Said adjustment shall become effective the first pay period commencing after approval of this Letter of Understanding by the County and the Union.

5. All incumbent employees whose job classification resulted in a downward adjustment in pay grade, shall remain in their current pay grade during the time the incumbent employees remain in their current position. When the incumbent employee leaves their current position for any reason, the position classification shall revert to the revised authorized lower pay grade. These positions include:

Accountant - Controller's Office
4-H Program Assistant - Cooperative Extension

6. The classification of jobs referenced in Appendix "A" of this Letter of Understanding is designed to categorize jobs according to the qualifications required, degree of responsibility, complexity, effort, and skill of the duties associated with such jobs. The County and the Union agree upon and accept the job classifications set forth in Appendix A and position descriptions in effect at the time of execution of this Letter of Understanding as the basis for payment of wages as provided in the parties' collective bargaining agreement.

It is agreed between the County and the Union that the terms and conditions herein provided constitute final settlement and resolution of all issues, grievances, and matters related to

the classification of jobs under the parties' collective bargaining agreement arising, or which could have arisen, on or before the date on which this agreement is executed by the County and the Union. The parties further agree that all such issues, grievances, and matters shall not be subject to further review or appeal under the grievance and arbitration procedure contained in the collective bargaining agreement between the County and the Union or any other forum. However, the above does not apply to the grievance in process regarding the Clerk Secretary II in the Health Department.

EXECUTED ON: February 21, 1991 by:

COUNTY OF MIDLAND

Leona Falkenstein
Leona Falkenstein, Chairperson
Midland County Board of
Commissioners

TEAMSTERS LOCAL 214

Les Barrett
Les Barrett
Business Representative

Marilyn Rogers
Marilyn Rogers
Chief Steward

Rita Benkowski
Rita Benkowski
Steward

As reaffirmed by:

Otis G. Wilson
Otis G. Wilson, Chairperson
Midland County Board of
Commissioners

Les Barrett
Les Barrett
Business Representative

Date: _____

Date: _____

Lory Powell
Lory Powell
Chief Steward

Date: 7-19-95