

**AGREEMENT**

**between**

**SAGINAW COUNTY  
A MUNICIPAL CORPORATION**

**and**

**TEAMSTERS LOCAL UNION NO. 486  
Representing Saginaw County  
Animal Control**

**January 1, 1997 to December 31, 2000**

*Saginaw County*

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## A G R E E M E N T

This Agreement is entered into this day of, January 1, 1997, between the Saginaw County, a Municipal Corporation located at Saginaw, Michigan hereinafter termed the Employer, and Teamsters, Local Union No. 486, affiliated with the International Brotherhood of Teamsters, located at Saginaw, Michigan, hereinafter called the Union.

WHEREAS: Both parties are desirous of preventing strikes and lockouts and other cessation of work and employment; maintaining a uniform wage scale, working conditions and hours of employees of the Employer; and of facilitating peaceful adjustment of all grievances which may arise from time to time between the Employer and his employees; and of promoting and improving peaceful and economic relations between the parties;

### DEFINITIONS

1. "Employee" shall be defined as the Animal Control Sergeant, Officers, Enforcement Officers, Veterinary Technician/Assistant, and Shelter Officers of Saginaw County.
2. "County" shall be defined as the elected and/or appointed representatives of the County of Saginaw, Michigan, a municipal corporation of the State of Michigan, a public employer within the scope and meaning of Act 379 of the Public Acts of 1965 as amended.
3. "Regular Full-time Employee" is any employee who works seventy-two (72) hours or more in a biweekly pay period on a regular basis, however, Article 17, Section 1(b) shall apply.
4. "Working Days" shall be defined as Monday through Friday unless otherwise specified.

### ARTICLE 1

#### RECOGNITION: AGENCY SHOP AND DUES

Section 1. RECOGNITION: (a) The Employer recognizes and acknowledges that the Union is the exclusive representative in collective bargaining with the Employer of those classifications of employees covered by this Agreement and listed in the attached Article 16.

(b) The Employer agrees to not direct or require their employees or persons other than the employees in the bargaining units here involved, to perform work which is recognized as the work of the employees in said units, except as provided in (c) below.

(c) The Employer shall have the right to use nonunion employees to perform janitorial work, care of grounds, animals and building, and taking animal census. Nonunion employees shall not replace animal control officers or be used to deprive regular animal control officers of work or perform any other animal control officer's work. The use of nonunion employees shall not result in the layoff of regular employees. Laid off employees will be given the option of performing any available work in the Animal Shelter before such work is performed by non-bargaining unit personnel.

Section 2. AGENCY SHOP: (a) 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 in regards to such matters.

(b) Membership in the Union is separate, apart, and distinct from the assumption by one of his equal obligation to the extent that he receive equal benefits. The Union is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a member of the Union. The terms of this Agreement have been made for all employees in the bargaining unit and not only for members in the Union, and this Agreement has been executed by the Employer after it has satisfied itself that the Union is the choice of a majority of the employees in the bargaining unit.

Accordingly, it is fair that each employee in the bargaining unit pay his own way and assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement.

(c) In accordance with the policy set forth under paragraphs one (1) and two (2) 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, an amount of money equal to that paid by other employees in the bargaining unit who are members of the Union, which shall be limited to an amount of money equal to its regular and usual dues. For present regular employees, such payments shall commence thirty-one (31) days following the effective date or on the date of execution of this Agreement, whichever is the later, and for new employees the payment shall start thirty-one (31) days following the date of employment.

(d) If any provision of the 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 or shall be renegotiated for the purpose of adequate of replacement.

Section 3. CHECK OFF: The Employer agrees to deduct from the pay of all employees covered by this Agreement the dues, initiation fees and/or uniform assessments of the Local Union and agrees to remit to said Local Union all such deductions prior to the end of the month for which the deduction is made. Written authorization shall be furnished by the employees, the same is to be furnished in the form required.

The Local Union shall certify to the Employer in writing each month a list of its members working for the Employer who have furnished to the Employer the required authorization, together with an itemized statement of dues, initiation fees, (full or installment), or uniform assessments owed and to be deducted for such month from the pay of such member, and the Employer shall deduct such amount from the first pay check following receipt of statement of certification of the member and remit to the Local Union in one lump sum. The Employer shall add to the list submitted by the Local Union the names of all regular new employees hired since the last list was submitted and delete the names of employees who are no longer employed.

Where an employee who is on checkoff is not on the payroll during the week in which the deduction is to be made or has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Local Union to pay such dues in advance.

The Employer will recognize authorization for deductions from wages if in compliance with state law, to be transmitted to the Local Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law.

The Union shall indemnify, defend and save the employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or as a result from any conduct by the Employer for the purpose of complying with this Article.

## ARTICLE 2

### EXTRA CONTRACT AGREEMENTS

The Employer 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 any agreement or contract with said employees, individually or collectively, which in any way conflicts with the terms or provisions of this Agreement or which in any way affects wages, hours or working conditions of said employees, or any individual employee, or which in any way may be considered a proper subject for collective bargaining. Any such agreement shall be null and void.

## ARTICLE 3

### SENIORITY

Section 1. NEW EMPLOYEES: A new employee shall work under the provisions of this Agreement, but shall be employed only on a six (6) months probationary basis, during which period he/she may be discharged without further recourse; provided, however, that the employer may not discharge or discipline for the purpose of evading this agreement or discriminating against Union members. After completion of the probationary period, the employee shall be placed on the regular seniority list.

Section 2. SENIORITY LIST: The Employer shall post or provide a list of the employees arranged in order of their seniority.

Section 3. (a) LAY-OFF/RECALL: Strict seniority shall prevail in the lay-off and rehiring of employees. In reducing the work force because of lack of work or other legitimate cause, the last employee hired shall be the first employee laid off and the last employee laid off shall be the first employee rehired. However, a laid off employee shall be eligible for recall prior to posting a vacancy, only when he/she meets the minimum qualifications for the position.

(b) In the event of a layoff, an employee so laid off shall be given ten (10) calendar days' notice of recall mailed to his last known address. The employee must respond to such notice within three (3) calendar days after delivery thereof and actually report to work in seven (7) calendar days after delivery of notice unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he shall lose all seniority rights under this Agreement.

Section 4. CONTROVERSIES: Any controversy over the seniority standing of any employee or the seniority list shall be submitted to the grievance procedure.

Section 5. LOSS OF SENIORITY: An employee shall lose his/her seniority for the following reasons:

- (a) He/she quits, retires or receives a pension under Saginaw County.
- (b) He/she is discharged and the discharge is not reversed through the procedures set forth in this Agreement.
- (c) He/she is absent for three (3) consecutive working days (voluntary quit) without notifying the Employer.

- (d) He/she does not report to work when recalled as described in Section 3(b) of this Article.
- (e) Return from paid time off and leaves of absence shall be treated the same as (c) above.
- (f) He/she is laid off for a continuous period of two (2) years.
- (g) Absence due to a compensable disability incurred during the course of employment shall not break continuous service, unless the claim has been concluded and the employee has not returned to work with three (3) days pursuant to (c) above, after final payment of statutory compensation for such disability, or after the end of the period used in calculating a lump sum payment or upon signing an agreement to waive seniority as part of a redemption agreement, whichever occurs first.

Section 6. NON-UNIT WORK: Employees who leave the classification of work covered by this Agreement, but remain in the employ of the Employer in some other capacity, may return to the bargaining unit with the same seniority rights they had when they left the bargaining unit with no accumulation of seniority for the period outside the bargaining unit.

Section 7. MILITARY SERVICE: Employees enlisting or entering the military or naval service of the United States, pursuant to the Uniform Service Employment and Re-employment Act of 1994 (U.P.S.E.R.R.A.) shall be granted all rights and privileges provided by the Act.

#### ARTICLE 4

##### DISCHARGE - DISCIPLINE - DISCRIMINATION

Section 1. DISCHARGE: The Employer shall have the right to discipline, discharge, or suspend any employee for just cause. In respect to discharge or suspension, the Employer shall give at least one (1) warning notice of complaint against such employee to the employee, in writing, and a copy of the same to the Union Steward. No warning notice need be given to an employee before he or she is discharged if the cause of such discharge is:

- (1) dishonesty or for any illegal act while on the job;
- (2) drunkenness or use of intoxicating beverage or illegal substance on the job;

- (3) gross negligence resulting in a serious personal injury accident or serious property damage while on the job; or
- (4) gross insubordination of a direct work order.

Subparagraphs (1) through (4) above, shall not be considered all-inclusive.

Section 2. When it becomes necessary for the employer to discipline an employee, such discipline shall occur in a progressive manner, as follows:

- A) Verbal Warning: A verbal warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations. Such warnings will be documented in writing, and the employee may request union representation when such a warning is given. Verbal warnings shall be kept active for twelve months.
- B) Written Warning: A written warning shall be given to correct and/or warn an employee of errors, poor work performance, or minor violations, and when a repetition of a violation has occurred. Written warnings shall be kept active for twelve months.
- C) Suspension: A suspension from duties, without pay, shall be given when verbal and written warnings fail to correct poor performance and/or violations, and shall last from one to five (1-5) working days. A suspension may also be given when a violation is of a serious nature, but not sufficiently grave for dismissal.
- D) Discharge: Discharge shall result when warnings and/or suspensions have failed to correct poor performance and/or violations, or for reasons outlined in Section 1, above.

Notices as herein provided shall remain in effect for a period of twelve (12) months.

Section 3. The employee or the Union Steward will be required to acknowledge receipt of written warnings and reprimands but not notice of discharge or forfeit his or her right to the grievance procedure. The employee's signature does not mean that he or she agrees to the charges or penalties.

Section 4. The parties to this Agreement hereby agree that they shall not discriminate against any employee covered by this Agreement because of age, race, sex, color, religion, national origin, handicap, or Union affiliation.



Section 5. AFFIRMATIVE ACTION: Subject to the requirements of the County's Affirmative Action Plan, both the County and the Union agree to support the principles of Equal Employment Opportunity and will obey all applicable laws and regulations regarding discrimination against any employee or applicant for employment because of such individual's religion, race, color, national origin, age, handicap or sex.

## ARTICLE 5

### ARBITRATION AND GRIEVANCE PROCEDURE

Section 1. DEFINITION, PURPOSE AND COVERAGE: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this agreement and filed by either an authorized representative of or an employee in the bargaining Unit. Grievances should be limited to matters of interpretation or application of this agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the employer and the Union. It is the intent of the parties to this Agreement that the grievance procedure set forth herein shall serve as a means for a peaceful settlement of disputes.

Any employee having a grievance shall present it to the Employer in the following manner:

- Step 1      The employee shall within ten (10) working days of the date of the cause of the grievance or within ten (10) working days of the date the employee could reasonably be expected to have knowledge of the cause of the grievance, verbally appeal to his/her immediate supervisor requesting an adjustment of the grievance.
  
- Step 1A     Before proceeding to Step 2 below, it shall be the responsibility of the aggrieved to reduce any grievance to writing on the regular grievance form provided by the Local Union and submit it to his/her immediate supervisor within ten (10) working days of the verbal appeal. Said grievance shall include the nature of the grievance, should include the contract provision(s) allegedly violated and shall include the remedy sought. The supervisor will provide the employee a written response within ten (10) working days of receipt of the written grievance.
  
- Step 2      If after receiving the supervisor's written response in Step 1A the employee feels that a proper adjustment has not been made, the grievance shall be submitted to the Personnel Director within ten working days of the receipt of the Step I response.

The Personnel Director shall arrange a meeting between the parties as soon as mutually agreeable, to discuss the grievance. Representatives of the parties may include the Union Business Agent, Steward or Alternate Steward, the grievant, the Personnel Director, Animal Shelter Director or a designated representative of any of the above. The Personnel Director shall respond with the Employer's decision to the Union Business Agent within ten (10) working days of the meeting.

Step 3 In the event the complaint is not settled in Step 2, notification of the decision to arbitrate shall be presented to the other party and filed with the Federal Mediation Conciliation Service within thirty (30) working days of the Personnel Director's response. The Executive Board of the Local Union shall have the right to determine whether or not the grievance is qualified to be submitted for arbitration by the Union. This in no way limits the employer from submitting grievances for arbitration.

Section 2. ARBITRATION: The arbitration procedure shall be conducted in accordance with the Federal Mediation Conciliation Service rules and regulations. The arbitrator shall make a judgment based on the express terms of this Agreement and shall have no authority to alter, add to or subtract from this Agreement. The decision of the impartial arbitrator shall be rendered without undue delay and shall be final and binding on both parties. The impartial arbitrator shall have the sole and exclusive power and jurisdiction to determine whether or not a particular grievance, dispute or complaint is arbitrable under the terms of this Agreement. The impartial arbitrator shall have the authority to order full, partial or no compensation for time lost.

Section 3. COST: The cost of the impartial arbitrator shall be shared equally by the Employer and the Union.

Section 4. TIME LIMITS: The failure of the employee or Union to initiate or respond to any step within the time limits specified shall automatically void the grievance. The failure of the County or its representative to respond to any step within the time limits specified shall permit the grievant to proceed automatically to the next step. The parties may mutually agree to bypass any step. All time limits may be extended by mutual agreement.

Section 5. LIMITATIONS OF AUTHORITY AND LIABILITY: No employee, Union member or other agent of the Union shall be empowered to call or cause any strike, work stoppage or cessation of employment of any kind whatsoever. While the Union shall undertake every reasonable means to induce such employees to return to their jobs

during any such period of unauthorized stoppage of work mentioned above, it is specifically understood and agreed that the Employer during the first twenty-four (24) hours of such unauthorized work stoppage shall have the sole and complete right of reasonable discipline short of discharge. Such Union member shall not be entitled to or have any recourse to any other provision of this Agreement.

Section 6. After the first twenty-four (24) hour period of such stoppage, however, the Employer shall have the right to immediately discharge any Union member participating in any illegal strike, slowdown, walkout or any other illegal cessation of work, and such Union member shall not be entitled to or have any recourse to any other provisions of this Agreement.

Section 7. Should either party not accept and abide by the procedure set forth in this article or the decisions resulting therefrom then in such instance, either party shall have the right of other legal recourse.

Section 8. Any individual employee or group of employees, who willfully violate or disregard the arbitration and grievance procedure set forth in Article 5 of this Agreement may be summarily discharged by the Employer without liability on the part of the Employer or the Union.

## ARTICLE 6

### STEWARD

The Union may designate one job steward and one alternate from the Employer's seniority list. The authority of job steward and alternate so designated by the Union shall be limited to, and shall not exceed the following duties and activities:

1. The investigation and presentation of grievances with his Employer or the designated County representative in accordance with the provisions of the collective bargaining agreement;
2. The collection of dues when authorized by appropriate Union action;
3. 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;
  - (a) have been reduced to writing, or
  - (b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The job steward and alternate have no authority to take strike action, or any other action interrupting the Employer's business except, as authorized to impose proper discipline, including discharge, in the event the shop steward or his alternate has taken strike action, slow down or work stoppage in violation of this Agreement.

Steward shall be permitted reasonable time to investigate, present and process grievances on the county property without loss of time or pay during his regular working hours; and where mutually agreed to by the Union and Employer, off the property or other than during his regular schedule without loss of time or pay. Such time spent in handling grievances during the Steward's regular working hours shall be considered working hours in computing daily and/or weekly overtime if within the regular schedule of the steward.

## ARTICLE 7

### ABSENCE

Section 1. Any employee desiring a leave of absence from his employment shall secure written permission from the Employer. The maximum leave of absence shall be for ninety (90) days and may be extended for like periods. Permission for extension must be secured from Employer, with notice to the Union. During the period of absence, the employee shall not engage in gainful employment. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee involved. Inability to work because of proven sickness or injury shall not result in the loss of seniority rights. The employee must make suitable arrangements for continuation of insurance and pension payments before the leave may be approved.

Section 2. The Employer agrees to grant necessary and reasonable time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity on other official Union business, provided forty-eight (48) hours' written notice is given to the Employer by the Union, specifying length of time off. Such time off shall be granted to no more than one (1) employee at any one time.

Section 3. Effective or before February 6, 1994, the Family and Medical Leave Act of 1993 will be adopted under this Agreement and will cover those applicable leave requests.

## ARTICLE 8

### MAINTENANCE OF STANDARDS

The Employer agrees that all conditions of employment in his individual operation relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest minimum standards in effect at the time of the signing of this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bonafide errors made by the employer or the Union in applying the terms within ninety (90) days from the date of error. This provision does not give the Employer the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

## ARTICLE 9

### INSPECTION PRIVILEGES

Authorized agents of the Union shall have reasonable access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule. The agent will apply for admittance with the department head.

## ARTICLE 10

### LOSS OR DAMAGE

Employees will not be charged for loss or damage unless clear proof of negligence is shown.

## ARTICLE 11

### EQUIPMENT, ACCIDENTS AND REPORTS, DANGEROUS WORK

Section 1. UNSAFE EQUIPMENT: The Employer shall not require employees to take out on the streets or highways any vehicle that is not in safe operating condition as prescribed by law or equipped with the safety appliances prescribed by law. It shall not be a violation of this Agreement where employees refuse to operate such equipment unless such refusal is unjustified.

Section 2. ACCIDENT REPORT: Any employee involved in any accident shall, immediately report said accident and any physical injury sustained. When required by his Employer, the employee, before starting his next shift shall make out an accident report in writing on forms furnished by the Employer and shall turn in all

available names and addresses of witnesses to any accidents. Failure to comply with this provision shall subject such employee to disciplinary action by the Employer.

Section 3. DANGEROUS WORK: Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work or dangers to persons or property which is in violation of any applicable statute or court order or government regulation relating to safety of persons or equipment.

## ARTICLE 12

### SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Contract or 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 effected thereby.

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, upon the request of the Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after beginning of the period of invalidity or restraint, either party shall be permitted all legal recourse in support of its demands notwithstanding any provision in this Contract to the contrary.

## ARTICLE 13

### EXAMINATION AND IDENTIFICATION FEES

Section 1. Physical, mental or other examinations required by a government body or the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. The Employer shall not pay for any time spent in the case of applicants for jobs and shall be responsible to other employees only for time spent at the place of examination or examinations, where the time spent by the employee exceeds two (2) hours, and in that case, only for those hours in excess of said two (2). Examinations are not to exceed one (1) in any one (1) year unless the employee has suffered serious injury or illness during the year. Employees will not be required to take examinations during their working hours.

The Employer reserves the right to select its own medical examiner or physician and the Union may, if it believes an injustice has been done an employee, have said employee reexamined at the employee's expense.

Section 2. The Employer shall provide personal identification during all working hours. The cost of such personal identification shall be borne by the Employer. Patches are considered a clothing item and, as such, are considered part of the clothing allowance.

ARTICLE 14

MANAGEMENT RIGHTS

It is the right of the Employer to determine the standards of service to be offered; determine the standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause, adopt reasonable work rules, relieve its employees from duty because of lack of work or for any other legitimate reasons; schedule employees; discharge employees for just cause; maintain the efficiency of its operations; determine job classifications; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

The listing of the preceding rights of management in this article is not intended to be, nor shall be considered restrictive of, or as a waiver of, any of the rights of the Employer not listed. All management rights and functions, except those which are expressly limited in this Agreement, shall remain vested exclusively in the Employer. Any disagreement on the interpretation of this section shall be subject to the grievance procedure.

ARTICLE 15

WAGES AND BONUSES

ROAD OFFICERS:						
	START	6 MOS	1 YR	2 YR	3 YR	4 YR
1997	\$21,770	\$22,723	\$23,675	\$24,625	\$25,582	\$26,349
	\$837.31	\$873.97	\$910.59	\$947.10	\$983.92	\$1,013.44
1998	\$22,314	\$23,291	\$24,267	\$25,240	\$26,221	\$27,008
	\$858.24	\$895.82	\$933.36	\$970.78	\$1,008.52	\$1,038.77
1999	\$22,872	\$23,874	\$24,874	\$25,871	\$26,877	\$27,683
	\$879.70	\$918.21	\$956.69	\$995.05	\$1,033.73	\$1,064.74
2000	\$23,444	\$24,470	\$25,496	\$26,518	\$27,549	\$28,375
	\$901.69	\$941.17	\$980.61	\$1,019.92	\$1,059.58	\$1,091.36

SHELTER OFFICERS:					
	START	6 MOS	1 YR	2 YR	3 YR
1997	\$21,560	\$22,502	\$23,447	\$24,388	\$25,333
	\$829.23	\$865.45	\$901.80	\$937.99	\$974.34
1998	\$22,099	\$23,064	\$24,033	\$24,998	\$25,966
	\$849.96	\$887.09	\$924.35	\$961.44	\$998.70
1999	\$22,651	\$23,641	\$24,634	\$25,622	\$26,615
	\$871.20	\$909.27	\$947.46	\$985.48	\$1,023.67
2000	\$23,218	\$24,232	\$25,250	\$26,263	\$27,281
	\$892.98	\$932.00	\$971.14	\$1,010.12	\$1,049.26

ENFORCEMENT OFFICER:					
	START	6 MOS	1 YR	2 YR	3 YR
1997	\$19,743	\$20,437	\$21,198	\$21,964	\$22,723
	\$759.33	\$786.06	\$815.31	\$844.76	\$873.97
1998	\$20,236	\$20,948	\$21,728	\$22,513	\$23,291
	\$778.31	\$805.71	\$835.69	\$865.88	\$895.82
1999	\$20,742	\$21,472	\$22,271	\$23,076	\$23,874
	\$797.77	\$825.85	\$856.58	\$887.52	\$918.21
2000	\$21,261	\$22,009	\$22,828	\$23,653	\$24,470
	\$817.71	\$846.50	\$878.00	\$909.71	\$941.17

Section 3. SPECIAL DEPUTIES: It is agreed that Animal Control Officers will be "Special Deputies" if appointed by the Saginaw County Sheriff; however, they will have no change in their authority status. Special deputies will be required to pass a file (felony) check and be fingerprinted as a condition of employment.

Section 4. LONGEVITY PAY: Full time members of the bargaining unit shall receive an annual longevity bonus payable as soon as possible on or after December 1 of each year in the amount of seventy dollars (\$ 70.00) per year for each full (as of December 1) of full time continuous services as defined in Article 3 beginning upon completion of five (5) years of service. An employee who retires or dies during the year, who would otherwise have been eligible for longevity pay on December 1 of the payment year, shall receive Pro-rat longevity pay for the year. An employee who is laid off subsequent to September 1 of the payment year, who would otherwise



have been eligible for longevity pay on December 1, shall receive Pro-rata longevity pay for the year.

## ARTICLE 16

### HOURS

Section 1. WORKING HOURS: (a) The regular work day shall commence at 8:00 A.M. and end at 5:00 P.M.; however, the Employer reserves the right to alter the working schedule to provide maximum service to the public. If two (2) shifts are contemplated, the Employer agrees to give at least two (2) weeks prior notice to the Union before the implementation of such a second shift.

(b) All employees covered by the Agreement shall be guaranteed forty (40) hours work or pay per week.

Section 2. CALL-IN PAY: Any employee called in to work any day Monday through Friday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Any employee called in to work on Saturday or Sunday shall be guaranteed four (4) hours at the rate specified in this Agreement.

Section 3. OVERTIME: (a) Employees shall be paid at the rate of time and one-half (1/2) for each hour worked in excess of forty (40) hours per week.

(b) Overtime shall be assigned, by seniority by classification (available overtime in the Shelter will be worked by the Shelter Officer; available overtime on road duty will be worked by the Animal Control Officer).

(c) PTO and holidays shall be included when computing overtime eligibility.

(d) There will be no overtime on overtime.

Section 4. STANDBY PAY: (a) Animal Control Officers assigned to stand by evening call duty ("Night Call") shall receive twenty dollars (\$20.00) per night, in addition to time and one-half (1.5) for all time spent actually responding to calls. Further, employees shall be guaranteed a minimum of two (2) hours time, at time and one-half rate for each time they respond, in person, to a night call.

(b) "Night Call" shall not be defined as overtime for the purposes of this article.

(c) All Animal Control Officers shall be scheduled for stand-by night call duty. In the event an employee assigned to standby night call duty wishes to give up his/her shift, the employee is responsible for securing a replacement by asking for volunteers in order of seniority at least twenty-four (24) hours prior to the start of the shift. If the assigned employee cannot find a voluntary replacement, he/she shall be required to perform the duty as scheduled. Emergency situations, as determined by the Operations Director, shall be handled by the Operations Director.

ARTICLE 17

PAID TIME OFF

Section 1. Effective January 1, 1997, bargaining unit members hired prior to the effective date of this agreement will have their vacation and sick time banks converted to the paid time off (PTO) time bank on a one for one basis. Up through December 31, 1996 members shall continue to accrue annual vacation with pay in accordance with the provisions specified in the Agreement expiring on December 31, 1996.

Effective January 1, 1997, regular full time employees hired prior to the date of this Agreement shall accrue Paid Time Off (PTO) in accordance with the following provisions:

Rate of Accrual: Each regular full time employee shall accrue "Paid Time Off" hours at the following rate:

	<u>Annual Rate</u>	<u>Bi-weekly Rate</u>
6 mos - 3 years continuous service	136 hours	5.2308 hours
3 - 5 years continuous service	152 hours	5.8462 hours
5 - 10 " " "	168 hours	6.4615 hours
10- 15 " " "	184 hours	7.0769 hours
15- 20 " " "	200 hours	7.6923 hours
20 or more years " "	216 hours	8.3077 hours

Regular part-time employees shall accrue "Paid Time Off" hours at one-half the above rate.

Bargaining unit members hired on or after the date of this Agreement shall accrue Paid Time Off (PTO) effective upon ratification in accordance with all provisions of this article. Probationary employees are not eligible for PTO and accrued PTO is not credited until completion of the probationary period.

Section 2. The number of PTO hours carried forward into a new calendar year shall be unlimited.

Section 3. Upon termination of employment due to the resignation, death, retirement, dismissal or layoff, an employee shall be compensated at fifty percent (50%) cash value for the unused PTO time up to a maximum of 1200 hours (Maximum payment of 600 hours at employee's current rate of compensation) through date of termination that such employee has accrued. The rate of pay off shall be the employees rate at the time of termination. The rate shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plans. PTO compensation will be used in computing final average compensation. PTO will be paid at the current rate of the employee at the time the PTO is taken.

Section 4. PTO use for other than disability or illness is limited to twice the amount of time that can be accrued in any year. Employees may not waive PTO and receive extra pay in lieu thereof.

Section 5. When a holiday observed by the County falls during an employee's scheduled PTO, the holiday will not be charged as a PTO day.

## ARTICLE 18

### HOLIDAYS

Section 1. Employees shall be paid eight (8) hours' pay at the straight time rate for the following holidays; provided however, the employees work their scheduled work day prior to and after the holiday.

New Year's Day, January 1  
Martin Luther King, Jr. Day, 3rd Monday in January  
President's Day, 3rd Monday in February  
Good Friday Afternoon  
Memorial Day, last Monday in May  
Independence Day, July 4  
Labor Day, 1st Monday in September  
Veterans' Day, November 11  
Thanksgiving Day, 4th Thursday in November  
Friday after Thanksgiving  
Christmas Eve, December 24  
Christmas Day, December 25  
New Year's Eve, December 31

If one (1) of the holidays listed above should fall on a Saturday, "excluding Christmas and New Year's Day" the previous Friday shall be observed as a holiday, except for employees assigned to seven (7) day operations, who will celebrate the actual date of the holiday. If Christmas Eve or New Year's Eve falls on Saturday or Sunday, the holiday will be observed on Friday. If Christmas or New

Year's Day falls on Saturday, the holiday will be observed on the previous Friday and Christmas Eve or New Year's Eve Day will be observed on Thursday the day before.

Employees required to work on the above-enumerated holidays or the afternoons as specified shall receive pay at the rate of time and one-half (1 1/2) in addition to holiday pay, provided they comply with the qualifications set forth hereinafter.

Additional unscheduled holidays declared by the Board of Commissioners shall be paid holidays for employees if applicable to County employees in general. Full holidays falling on Saturday shall be celebrated on Friday, and full holidays falling on Sunday shall be celebrated on Monday.

An employee required to work on a holiday will be scheduled to work on the actual day of the holiday and on the day the holiday is celebrated. The employee must work both on the actual day of the holiday and on the day the holiday is celebrated to receive holiday pay and the additional time and one-half (1/2) described above.

#### ARTICLE 19

##### FUNERAL LEAVE

The County agrees in the event of a death in the employee's immediate family (spouse, child, parent, parent-in-law, or grandparent, sister, brother, step-child, legal guardian or grandchild), the employee shall be excused without loss of pay on the days which he has been scheduled to work for a period not to exceed three (3) days. The County may authorize an extension of leave up to a maximum of five (5) days if circumstances, such as extensive travel, require the employee to be absent. Extensive travel is defined as any distance over three hundred (300) miles one way. The County agrees in the event of the death of any employee's close relative (spouse's brother or sister), the employee shall be excused without loss of pay for purposes of attending the funeral, provided such funeral day is one of the employee's normally scheduled work days. The County may authorize an extension of the leave up to a maximum of three (3) days, if circumstances, such as extensive travel (as defined above) require the employee to be absent.

#### ARTICLE 20

##### INSURANCE

Section 1. HEALTH INSURANCE: HOSPITAL, MEDICAL, SURGICAL AND PRESCRIPTION. The County shall pay the group premium except as otherwise provided in this Article for hospitalization, surgical and medical insurance, semiprivate service for full time employees and their authorized dependents as defined by the insurance carrier

effective on the first (1st) billing date subsequent to completion of six months (180 days) qualifying service. The County shall continue to pay the premium for such insurance for the employee and dependents when the employee is disabled through injuries that are work related or for the surviving spouse and dependents of an employee killed or fatally injured as a result of an occurrence arising out of or in the course of the employee's employment while the employee is actually on duty.

Eligible employees will be enrolled in the program currently known as PP02. The County reserves the right to change carriers by providing comparable coverage or discontinuing coverage with a carrier for reasons of cost of service.

The Saginaw County Health Care Program shall be maintained at a level of coverage which is comparable to the level of coverage provided by the Saginaw County Health Care Program on December 31, 1996. In the event that the Saginaw County Health Care Program is discontinued, altered, or changed the County shall provide coverage comparable to the coverage provided by the Saginaw County Health Care Program on December 31, 1996.

Section 2. HEALTH INSURANCE FOR RETIREES: A full-time employee hired prior to the effective date of this contract, retiring from Saginaw County employment and her/his spouse at the time of retirement shall be eligible to continue with group health insurance provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement and the employee agrees to participate in the employee's share program outlined in the table below. A full time employee hired after the effective date of this contract retiring from Saginaw County employment, at the time of retirement shall be eligible to receive single-person coverage provided proper application is made prior to retirement and the employee is a member of the Plan on the date of the retirement and the employee agrees to participate in the employee's share program outlined in the table below. Employees may purchase insurance for non-covered eligible dependents at group rates at their option.

Retirees and authorized covered dependents shall have traditional Blue Cross/Blue Shield of Michigan provided through the Health Care Management Single Provider System of Saginaw County or they may elect to continue with the PPO program within which they are enrolled at retirement. Retirees and dependents, age 65 and over shall be converted to Medicare complimentary coverage and must register for both Parts A and B of Medicare.

An employee who retires after January 1, 1997, shall contribute to the payment of the health insurance premium required for coverage of the employee and eligible spouse. The employee's share shall be a percentage as indicated in the following chart:

<u>Years of Service</u>	<u>Employer Pays</u>	<u>Employee Pays</u>
6	25%	75%
7	30%	70%
8	35%	65%
9	40%	60%
10	45%	55%
11	50%	50%
12	55%	45%
13	60%	40%
14	65%	35%
15	70%	30%
16	75%	25%
17	80%	20%
18	85%	15%
19	90%	10%
20 or more	95%	05%

Section 3. DENTAL INSURANCE: The Employer agrees to pay the premium except as otherwise provided in this article for a dental plan for employees and authorized dependents comparable to the Delta Dental Plan for Michigan as follows:

Eligible Persons: Full time regular employees, legal spouses and dependent children as defined by the carrier.

Waiting Period: Employees who are eligible shall be covered on the first day of the month following one year of completed full time service.

Percentage:

Class I 100% (Preventive, diagnostic, and emergency palliative)

Class I Benefits 80% (Radiographic, oral surgery, restorative, periodontics, endodontics)

Class II 50% (Bridges, partial, and dentures)

\$1,000 maximum per person per contract year for Class I and II benefits.

The County reserves the right to change carriers by providing comparable coverage with a carrier for reasons of cost or service.

Section 4. LIFE INSURANCE: The Employer shall pay the full premium for group term life insurance providing coverage to each full time employee in the amount of \$50,000 and \$50,000 Accidental Death and Dismemberment insurance effective the first day of the month

following completion of six (6) months continuous service. The amount reduces to 92%, 84%, 76%, 68%, 60% and 50% of the above amount on the employees' 65th, 66th, 67th, 68th, 69th, and 70th birthdays respectively. Employees who retire on or after the effective date of this agreement will be insured for \$2,000 group term life.

Section 5. WORKERS COMPENSATION: The Employer agrees to cooperate toward the prompt settlement of on-the-job injury and sickness claims when such claims are due and owing. An employee who is injured during the course of his/her employment shall be paid for all hours scheduled to work on the date of the injury and shall be paid for the days scheduled to work during the first seven (7) calendar days following the date of injury not chargeable to any other benefit. The employee shall not receive more than 100% of his/her regular weekly wage as compensation for time off due to work related illness or injury. In the event the employee is overpaid in accordance with this provision he/she shall reimburse the County for the amount of overpayment.

Section 6. PROFESSIONAL LIABILITY INSURANCE: The Employer shall provide at no cost to the employee a policy of professional liability insurance to indemnify and protect employees against loss arising out of any claim of any nature brought against the employee arising out of the performance in good faith of the official duties of such employee. For the purposes of this section, official duty shall be construed to be acts done pursuant to authority conferred by law or within the scope of employment or in relation to matters committed by law to the employee or to the Employer under whose authority the employee is acting, whether or not there is negligence in the doing of such acts. Where there is willful misconduct or lack of good faith in doing of any such acts, the same shall not constitute the performance in good faith of the official duties of any employee within the operation or intent of this Section. The coverage provided shall be in accordance with the limits of the Saginaw County general liability insurance policy currently at \$10,000,000.00 (ten million dollars) and shall include the cost of defense, including attorney fees.

Section 7. DUAL COVERAGE: Employees and retirees shall not be eligible for dual coverage as both a sponsor and an dependent for any insurance coverage under this agreement.

Section 8. EMPLOYEE CO-PAYMENT: In respect to the insurance coverage designated in Section 1 and 3 of this Article, it is agreed that employees shall pay five percent (5%) of the cost of Health Insurance and ten percent (10%) of the cost of dental insurance. The Employer shall pay the remaining cost of the co-pay; provided, however, the employee shall be responsible for the additional cost of sponsored dependent riders.

Section 9. CONTINUATION OF INSURANCE:

In the event of layoff, an employee's health insurance shall be continued at the County's expense for a period of thirty (30) days after the first billing date subsequent to the date of the employee's layoff. Life insurance shall continue in force until the end of the month following the month in which the layoff began.

In the event of a leave of absence, health insurance shall be continued at the County's expense to the first billing date subsequent to thirty (30) days after the leave began. Life insurance shall continue in force for a period of thirty (30) days from the first day of the month in which the leave of absence began for all leaves of absence other than service in the armed forces.

In the event of an employee being on workers' compensation, the County reserves the right to provide fringe benefits as allowed by appropriate workers' compensation rules, regulations or law. Fringe benefits which will continue for one year are health, dental, and life insurance with appropriate co-pays required.

An eligible employee who returns to work without loss of seniority within two (2) years after her/his life insurance terminated due to layoff or leave of absence is not required to satisfy the six (6) month waiting period and will be insured on the first billing date after her/his return to work.

All insurance will cease 30 days following leave from the County should an employee resign.

Employees who were terminated from insurance and who wish to re-enroll, will have a six-month pre-existing condition exemption as part of our insurance.

Section 10. GENERAL: The Employer may determine to be self insured or change the Provider of Health Insurance, except however, the benefit structure shall be maintained at the same level provided under Section 1 of this Article. The Employer shall provide the Union explanation of change provided for under this Section prior to implementation.

ARTICLE 21

DISABILITY

"Effective with the date of this agreement, employees shall be granted a disability plan, as described below:

- a) Regular non-probationary, full-time employees with six (6) months or more of service shall be eligible, subject to the following conditions:



- 1) An employee unable to work for reasons(s) of accidental non-work related injury or illness shall be paid sixty percent (60%) of his/her basic weekly gross wage, following a disability beginning the fifteenth (15th) calendar day of the disability, for up to one (1) year or the employee's seniority, whichever is lesser, of a continuing disability. Absence due to reoccurrence of the same illness or injury shall be paid accordingly, except however, no more than one (1) year disability pay shall be paid for the same illness or injury.
- 2) Under no circumstances will an employee be eligible for benefits described above except by Employer approved medical disability. Benefits will not be paid unless the employee submits the attending physician's certificate of disability stating the nature of illness or injury and anticipated period of disability. In all cases of alleged disability, the Employer retains the right to verify said certificate(s) and may refer the employee to a physician of its choice whenever it deems necessary, at the Employer's expense.
- 3) Disability payments shall terminate when the employee returns to regular work or restricted work if directed by medical authority and approved by the Employer; when the treating physician's statement of disability expires and an extension is not provided; when the employee retires as a result of disability or normal service retirement.
- 4) Disability payments as described herein shall be offset by any Social Security disability payment due or received by the employee. An employee determined permanently disabled shall be obligated to apply for benefits from the Social Security administration and in such case any disability payments received by the employee from the Employer for any period paid by Social Security shall be repaid by the employee to the Employer.
- 5) All payroll deductions in effect immediately prior to disability will be deducted from disability payments.
- 6) PTO time may be used to supplement disability payments up to 100% of the employees normal weekly gross wage.
- 7) Hospitalization, and dental insurance will continue during the period of disability with the employee participation at the regular employee participation (co-pay) rates. Life insurance will continue at no cost to the employee during the period of disability. PTO leave will accrue for the first 90 days while the employee is off on disability."

## ARTICLE 22

### MISCELLANEOUS

Section 1. CLOTHING ALLOTMENT AND REPLACEMENT: The Employer shall replace work clothing when no longer serviceable on an old for new exchange basis. Employees leaving the employ of the Employer shall turn in all items of uniforms and equipment issued by the Employer.

New employees shall be issued three (3) sets of pants and shirts, and after ninety (90) days of employment, two (2) additional sets (for a total of five [5] sets) will be issued along with summer and winter jackets, boots, necktie, patches and badge. In addition, the Employer shall pay the cost of cleaning employees' jackets four (4) times each year. The Employer will provide coveralls to be used for kennel work.

Section 2. DUTY ASSIGNMENTS: Each bargaining unit member shall be provided the opportunity to bid for either Animal Control Officer or Shelter Officer position, by seniority. Once bid, the employee shall become either an Animal Control Officer or a Shelter Officer and shall not again be given the opportunity to exercise his/her seniority for this purpose, except as provided in case of reduction in the work force, reference Article 3, Section 3.

Vacant bargaining unit positions to be filled by the Director shall be posted for five working days and filled based on ability, merit and work record. Where ability, merit and work record are relatively equal, then seniority shall prevail. Where there are no qualified bidders for the position or where no one bids the position, the Employer shall fill the position at his discretion.

All Animal Control Officers may be assigned to any patrol route in the County and may also be called up to assist the kennel work when necessary for the smooth and efficient operation of the department regardless of each officer's status with the department.

Section 3. LOCKERS: The Employer is to provide adequate lockers with locks for employees.

Section 4. MAINTENANCE OF TRUCKS: The Employer will install a mobile truck wash for employees to wash the trucks. Employees will not be required to change oil and filters in trucks.

Section 5. REST PERIODS: Employees shall receive one (1) fifteen (15) minute rest period each morning and afternoon. The period used for such rest period shall not interfere with the priority of the employee's work assignments. Employees shall take such rest periods so as not to interfere with the efficient operation of the Employer.

Section 6. CLEAN-UP TIME: Employees who perform kennel work at the shelter, prior to going on street patrol, will be allowed reasonable time for changing uniforms or washing up as needed. It is understood that such time will not be abused.

Section 7. RETIREMENT: Employees shall be members of the Michigan Municipal Employees' Retirement System in accordance with P.A. 426 of the Michigan Public Acts of 1984 as amended Benefit Plan B-3 and F55/20, V-6; with 0% employee contribution will be implemented effective January 1, 1993.

Effective January 1, 1993, all new County employees shall become members of the Saginaw County Defined Contribution Plan (independently administered as a Trust Fund) which provides for the following employee and employer contributions:

<u>Employer Contribution</u>	<u>Employee Contribution</u>	<u>Total</u>
6%	0%	6%
7%	1%	8%
8%	2%	10%
9%	3%	12%

The employee may select one (1) of the above contribution plans initially upon being hired and may change the contribution plan during the months of June and December effective the first (Is) payroll in July and January, respectively. Employees under the Defined Contribution Plan can retire at age 50 with 25 years of service.

Under the Saginaw County Defined Contribution Plan, the employee will be provided with maximum portability of both the employee and Employer contributions including earnings on the Employer and employee contributions by allowing the employee, upon termination of employment to withdraw the entire amount of the employee contribution including earnings on the employee contribution and a percentage of the Employer contributions, on a sliding scale based on the years of service as scheduled below:

Years of Service Retained by Employee

0 - 3	0%
3 - 4	25%
4 - 5	50%
5 - 6	75%
6 - 7	100%

The County shall be responsible for coordinating the Saginaw County Defined Contribution Plan with the Municipal Employees Retirement System and shall hold the Union harmless for employee liability related to the new program.

Section 8. NEW TRUCK EQUIPMENT: It is mutually agreed that new trucks shall be equipped with power steering, automatic transmissions, air conditioning, heaters, defrosters and windshield wipers and that same will be kept in operating condition. Truck specifications may be altered if mutually agreed.

Section 9. PROTECTIVE EQUIPMENT: The Employer shall furnish "mace" canisters for the employees' protection from animals. Also refer to Safety Letter of Intent.

Section 10. BULLETIN BOARDS: The Employer agrees to provide suitable space for the Union bulletin board. Postings by the Union on such boards is to be confined to official business of the Union. Each employee shall be furnished a copy of this contract.

Section 11. PAID FOR TIME: Payday shall be on biweekly basis as currently established by Saginaw County. All employees covered by this Agreement shall be paid for all time spent in the service of the Employer.

Section 12. SEPARATION OF EMPLOYMENT: Upon discharge or resignation, the Employer shall pay all money due to the employee on the first succeeding payday.

Section 13. SANITARY CONDITIONS: The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water with toilet facilities, unless otherwise mutually agreed to.

Section 14. MEAL PERIOD: Employees shall, except by mutual agreement, take at least one (1) continuous period for meals without pay of not less than thirty (30) minutes nor more than one (1) hour in any one day. No employee shall be compelled to take more than one (1) continuous hour during such period nor compelled to take any part of such continuous hour before he has been on duty three (3) hours or after he has been on duty six (6) hours.

Section 15. RESIDENCY REQUIREMENT: The Employer shall require mandatory residency for all new hires and County employees who may transfer into the unit within six (6) months of employment or appointment. Failure to comply may result in discipline up to and leading to discharge. Effective upon ratification of this Agreement, current employees who reside outside the County will not be affected by this requirement, but current County resident employees shall maintain their residency. Failure to comply may result in discipline up to and leading to discharge.

## ARTICLE 23

### ALCOHOL & DRUG USE PROCEDURES

In order to eliminate the safety risks which result from alcohol or drugs, the parties have agreed to the following procedures:

#### EMPLOYEE EDUCATION

Prior to the implementation of a testing program for evidence of substance abuse, the Employer shall conduct substance abuse training. All training shall take place during normal work hours, or immediately before or after scheduled shifts, on Employer-paid time.

Training shall be conducted by an individual selected by the Employer and approved by the Union who is qualified by training and experience to conduct such training and to answer questions which may arise.

#### TESTING PROCEDURES

PROBABLE SUSPICION TESTING: In cases in which an employee is acting in an abnormal manner and a supervisor has probable suspicion to believe that the Employer may require the employee (in the presence of a Union Steward, if possible) to go to a medical clinic to provide both urine and blood specimens for laboratory testing. The Supervisor must have received training in the signs of drug intoxication in a prescribed training program which is endorsed by the Employer. Probable suspicion means suspicion based on specific personal observations that the Employer representative can describe concerning the appearance, behavior, speech or breath odor of the employee. The Supervisor must make a written statement of these observations within twenty-four (24) hours. A copy must be provided to the Steward or other Union official after the employee is discharged. Suspicion is not probable and thus not a basis for testing if it is based solely on third (3rd) party observation and reports. If requested, the employee will sign a consent form authorizing the clinic to withdraw a specimen of blood and/or urine and release the results of the laboratory testing to his/her Employer, but shall not be required to waive any claim or cause of action under the law.

A refusal to provide either specimen will constitute a presumption of intoxication and the employee will be subject to discharge without the receipt of a prior warning letter. In some cases, the employee may be unable to provide a urine specimen. After a reasonable waiting period (not to exceed one [1] hour), the Employer may terminate the procedure and proceed with laboratory testing based upon blood specimens alone.

Contractual time limits for disciplinary action, as set forth in this Agreement, shall begin on the day on which specimens are drawn.

In the event the Employer is unable to determine whether the abnormal behavior is due to drugs or alcohol, the drug testing procedure contained herein shall be used. If the laboratory results are not known prior to the expiration of the contractual time period for disciplinary action, the cause for disciplinary action shall specify that the basis for such disciplinary action is for "alcohol and/or drug intoxication."

All laboratories used to perform urine testing pursuant to this Agreement will have to be certified by the College of American Pathologists for Forensic Urine Drug Testing (CAP).

#### Prescription and Non-prescription Medications:

The employee shall note, on a form furnished by the medical clinic, the use of any prescription or non-prescription medications before any test is given. The Employer may require the employee to provide evidence that a prescription medication has been lawfully prescribed by a physician.

If an employee is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, he/she will not be disciplined. Medications prescribed for another individual, not the employee, shall be considered to be illegally used and subject the employee to discipline.

#### LEAVE OF ABSENCE PRIOR TO TESTING:

1. An employee shall be permitted to take leave of absence for the purpose of undergoing treatment pursuant to an approved program of alcoholism or drug use. The leave of absence must be requested prior to the commission of any act subject to disciplinary action.

2. Such leave of absence shall be granted on a one-time (1) basis and shall be for a maximum of sixty (60) days unless extended by mutual agreement. While on such leave, the employee shall not receive any of the benefits provided by this Agreement thereto except continued accrual of seniority, nor does this provision amend or alter the disciplinary provision.

3. Employees requesting to return to work from a leave of absence for drug use or alcoholism shall be required to submit to testing. Failure to do so will subject the employee to discipline including discharge without the receipt of a prior warning letter.

4. The provisions of this Section shall not apply to probationary employees.

### DISCIPLINARY ACTION BASED ON POSITIVE TEST RESULTS:

The Employer may take disciplinary action based on the test results as follows:

If a laboratory, report that a blood test is positive in a probable suspicion test, the employee shall be subject to discharge.

If the results show a blood alcohol concentration equal to or above the State of Michigan level for alcohol intoxication (.10), the employee shall be subject to discharge pursuant to the Agreement.

### GRIEVANCE PROCEDURE:

1. All drug-related discipline disputes shall be taken up between the Employer and Local Union as outlined in the Grievance Procedure in this Agreement.
2. The procedures set forth herein may be invoked only by the authorized Union representative or the Employer.

Upon the failure of the parties to agree on such negotiations within sixty (60) days, the matter will be submitted directly to the grievance procedure.

## ARTICLE 24

### TERMINATION OF AGREEMENT

Section 1. This Agreement shall be in full force and effect from January 1, 1997, to and including December 31, 2000, 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 sixty (60) days prior to date of expiration.

Section 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 sixty (60) days prior to December 31, 2000, 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 legal recourse to support their request for revisions if the parties fail to agree thereon.

Section 3. In the event of an inadvertent failure by either party to give notice as set forth in this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this Agreement. If a notice is given in accordance with the provisions of this Section, the expiration date of this Agreement shall be the sixty-first (61st) day following such notice.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year below written.

FOR THE COMPANY  
Saginaw County,  
a Municipal Corporation

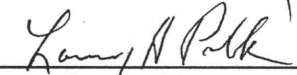
FOR THE UNION  
Teamsters Local Union No. 486  
affiliated with the International  
Brotherhood of Teamsters

BY  \_\_\_\_\_  
Edward E. Mason, Chairman

BY  \_\_\_\_\_  
Secretary-Treasurer

DATE 5-6-97

DATE 5-4-97

BY  \_\_\_\_\_  
Larry H. Polk,  
Personnel/Labor Relations Mgr.

BY  \_\_\_\_\_  
Union Representative

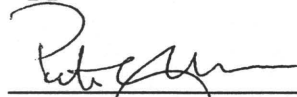
DATE 5-6-97

DATE Apr. 28, 1997

Approved As To Substance:

Approved As To Form:

 \_\_\_\_\_  
Fred D. Todd, Controller/CAO

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Peter C. Jensen, Co. Attorney

DATE

DATE