

12/31/94

ORIGINAL FOR EXECUTION
January 4, 1994

AGREEMENT

By and Between

OSCEOLA COUNTY BOARD OF COMMISSIONERS,
OSCEOLA COUNTY CLERK, PROSECUTOR,
TREASURER, REGISTER OF DEEDS
AND SHERIFF

AND

MICHIGAN AFSCME COUNCIL #25,
AFL-CIO
LOCAL #2389

Termination Date: December 31, 1994

Osceola County

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AGREEMENT

This Agreement shall be effective upon execution by the parties and is by and between the OSCEOLA COUNTY BOARD OF COMMISSIONERS, hereinafter referred to as "Board" and the OSCEOLA COUNTY CLERK, PROSECUTOR, TREASURER, REGISTER OF DEEDS AND SHERIFF, hereinafter collectively referred to as "Elected Officials" and referred to together as "Employer," and LOCAL # 2389, AFFILIATED WITH MICHIGAN AFSCME COUNCIL 25, AFL-CIO, hereinafter referred to as the "Union."

PURPOSE AND INTENT

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

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

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

ARTICLE I. RECOGNITION

Pursuant to the provisions of Act 379 of the Public Acts of 1965, as amended, the Employer hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining for all employees of the Employer included in the bargaining unit described below:

Full-Time and Regular Part-Time Non-Supervisory Employees of the County of Osceola, in the following departments and job classifications: Prosecutor - Cooperative Reimbursement Person and Victims' Rights Advocate; County Clerk - Deputy Court Clerk and Payroll Clerk; Treasurer - Clerk; Register of Deeds - Deputy; Sheriff - Secretary and Cook; Human Services - Secretary; Cooperative Extension - Clerk; Building Inspection and Parks - Secretary and Maintenance; Custodian for Courthouse; Equalization - Deputy Clerk and Appraiser and Computer Operator; Animal Control - Secretary; Civil Defense - Secretary; EMS - Secretary and Bookkeeper; Commission on Aging - Home Health Aide, Homemakers, Respite Care Aides and Secretary and Case Worker and Payroll Clerk. Excluding: All others including department heads, elected officials, confidentials, executives, supervisors, chief deputies, seasonal, casual and temporary employees and part-time employees who are

regularly scheduled to work eleven (11) hours or less per week.

ARTICLE II.
DEFINITION

Section 1. Full-Time Employees. A full-time regular employee is one who is regularly scheduled to work for thirty-five (35) or more hours per week.

Section 2. Part-Time Employees. A part-time regular employee is one who is regularly scheduled to work less than thirty-five (35) hours each week; such an employee shall not be entitled to any fringe benefits.

Section 3. Part-time employees who are regularly scheduled to work eleven (11) hours or less per week are not covered under this contract.

ARTICLE III.
EMPLOYER RIGHTS

Section 1. Employer Rights. The Employer reserves and retains, solely and exclusively, all rights to manage and direct its work force and shall have the sole and exclusive right to manage its departments and divisions in all of its operations and activities. Among the rights of management, included only by way of illustration and not by way of limitation, is the right to hire; the right to determine all matters pertaining to the services to be furnished and the methods, personnel, procedures, means, equipment, and machines required to provide such service; to determine the nature and number of facilities and departments to be operated and their location; to establish classifications of work and the number of personnel required; to direct and control operations; to discontinue, combine, or reorganize any part or all of its operations; to maintain order and efficiency; to study and use improved methods and equipment and outside assistance either in or out of the Employer's facilities; to subcontract bargaining unit work; to adopt, modify, change or alter its budget; and in all respects to carry out the ordinary and customary functions of management. The Employer shall also have the right to promote, assign, transfer, suspend, discipline, demote, discharge, layoff and recall personnel; to establish, amend, supplement or delete reasonable work rules and fix and determine penalties for violation of such rules; to make judgments as to ability and skill of employees; to establish and change work schedules; to provide and assign relief personnel; to schedule overtime, to continue and maintain its operations as in the past, or to modify or eliminate same, provided, however, that these rights shall not be exercised in violation of any specific provision of this Agreement. The Employer retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

Section 2. Delegations. No policies or procedures covered in this Agreement shall be construed as delegating to others or as reducing or abridging any of the authority conferred on the Employer by State law, or by the Constitution of the State of Michigan or the United States of America.

ARTICLE IV.
AID TO OTHER UNIONS

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

ARTICLE V.
UNION DUES, REPRESENTATION FEES

1. The Employer agrees to deduct Union dues or Union representation fees from employees' paychecks to become effective the first payday of the month, following the employee's successful completion of one hundred eighty (180) days of employment as outlined in this section. The Employer shall send those dues, as provided hereunder, to the Union's designated financial officer.

The Employer also agrees to deduct from an employee's paycheck the initiation fee of the Union, for those employees joining the Union, which is payable only once when a new hire completes one hundred eighty (180) days of employment, as provided hereunder. This one-time deducted initiation fee shall be made on the first payday of the month, following the employee's successful completion of one hundred eighty (180) days of employment.

All employees covered by this Agreement as a condition of continued employment must either pay Union dues or representation fees as provided hereunder.

2. The following procedure shall be adhered to:

A. The Union shall obtain from each of its members a completed and signed authorization form which shall conform to the respective state and federal law(s) concerning that subject, or any interpretation(s) thereof.

B. All checkoff authorization forms shall be filed with the Employer, who may return any incomplete or incorrectly completed form to the Union's designated financial officer, and no checkoff shall be made until such deficiency is corrected.

C. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from their wages a representation fee, after receipt by the Employer of a signed authorization card conforming to state and

federal laws, and which sum shall accurately represent the amount for that employee due the Union as their fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

D. The Employer shall only checkoff obligations which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation. The Employer is not responsible for refund to the employee if he/she has duplicated a checkoff deduction by direct payment to the Union.

E. The Employer's remittance shall be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefor, that the remittance is incorrect.

F. The Union shall provide at least thirty (30) days written notice to the Employer of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the Employer at least thirty (30) days prior to its implementation.

3. Non-Compliance. The Union shall notify an employee who has not paid his/her dues or representation fee by certified mail, with a copy to the Employer. If that employee does not pay the dues or representation fee within thirty (30) days after that notice is received, the Union shall notify the Employer by certified mail of this omission. After receipt of the second notification by the Employer, the Employer shall terminate the employee from employment to be effective within thirty (30) days after receipt of the second notice from the Union. An exception to the requirement to terminate the employee is as follows:

Any employee who is a member of and adheres to established and traditional tenets or teaching of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment except that such employee shall be required, in lieu of paying the monthly Union dues uniformly required of all Union members, to pay sums equal to such dues uniformly required of Union members to the American Cancer Foundation. However, the burden of proof of such tenets rests solely on the employee and it is incumbent upon the employee to substantiate any such claim.

4. Hold Harmless and Indemnification. The Union agrees to defend, indemnify and save the Employer harmless against any and all claims, suits, or other forms of liability arising out of its deduction from an employee's pay of Union dues, representation fees

and/or initiation fee, or termination of employment of an employee as required by #3 above, or in reliance upon any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE VI.
GRIEVANCE PROCEDURE

Section 1. Grievance Procedure. The term "Grievance" as used in this Agreement is defined as an alleged violation of a specific term or condition of this Agreement. Any grievance filed shall refer to the specific provision(s) alleged to have been violated and it shall adequately set forth the facts pertaining to the alleged violation and the remedy desired. All grievances shall be commenced within five (5) working days after the grievance has become known, or should reasonably have been known by the employee. Any grievance not conforming to these provisions shall be automatically defined as not constituting a valid grievance. If the Employer or Union requests that the aggrieved employee be present at any step or steps of the grievance procedure to participate in the discussion, he/she will be required to do so.

Any employee having a grievance shall present it as follows:

Step 1. If an employee has a grievance and wishes to enter it into the grievance procedure, he/she may do so within five (5) working days under the terms and requirements as stated above, by submitting the written grievance to his/her department head or immediate supervisor. Within five (5) working days after receiving the written grievance from the employee, his/her department head or immediate supervisor shall give his/her written response to the grievance to the grievant with a copy to the Union Steward. The five (5) working days shall not include the day the grievance was received by the department head or immediate supervisor. The department head or immediate supervisor does not have the authority to provide to any employee economic benefits which exceed those provided under this contract. The decision of the department head or immediate supervisor shall not act as precedent.

Step 2. The Union may appeal the decision of the department head or immediate supervisor to the Personnel Committee. The Personnel Committee shall consist of at least three (3) Commissioners. The request for the appeal to the Personnel Committee must be made in writing within three (3) working days after the answer given in Step 1. The request shall be addressed to the Chairperson of the Personnel Committee. The Personnel Committee shall hear the appeal within sixty (60) calendar days after a request is given. The employee and/or his/her Union representative shall be afforded the opportunity to present witnesses and evidence. The Department Head or his/her representative shall be afforded the opportunity to present

witnesses and evidence. The answer of the Personnel Committee shall be given within twenty (20) working days after the hearing. The decision of the majority of the actual members of the Personnel Committee shall be final and binding on the parties except for the exceptions noticed in Step 3.

Step 3. If the grievance is not resolved at Step 2, the Union shall present a written demand for arbitration within thirty (30) calendar days after the answer at Step 2 to the Chairperson of the Personnel Committee and to the American Arbitration Association (AAA) for the selection of an arbitrator in accordance with AAA procedures or the parties may mutually agree in writing on the selection of an arbitrator. Notwithstanding any contrary provision in this contract, the only matters which may be submitted to arbitration are on grievances pertaining to the interpretation of the "economic provisions" of this contract resulting in loss of pay or economic benefits, or disciplinary layoffs of seven (7) consecutive work days or more or termination of employment for disciplinary reasons. Any discipline imposed consisting of less than seven (7) consecutive work days off cannot be submitted to arbitration. "Economic provisions" is defined not to include disciplinary layoffs of seven (7) consecutive work days or less or any other disciplinary action taken by the Employer less than termination of employment. The rules of the AAA shall apply unless specifically modified herein.

- (a) The arbitrator's powers shall be limited to the application and interpretation of this Agreement as written. The arbitrator shall at all times be governed wholly by the terms of this Agreement and shall have no power or authority to amend, alter or modify this Agreement in any respect.
- (b) The arbitrator shall give full recognition to the doctrine of reserved or residual rights and the Employer's exercise of any of its rights not limited by the express provisions of this Agreement. By accepting a case from the parties, the arbitrator acknowledges its limitations of authority, and agrees not to decide an issue which is outside of its jurisdiction under this Agreement. Any award of the arbitrator for a continuing violation of this agreement shall not be retroactive prior to the time the grievance was first submitted in writing. The arbitrator's fees shall be split between the Union and the Employer.

Section 2. The failure of either party to follow the time limits herein shall result in the following:

- (A) If the Employer does not respond to the grievance within the time limitations set forth, the grievance shall be advanced to the next step.

(B) In the event the Union or employee does not follow the time limits required herein, the grievance shall be considered irrevocably withdrawn and denied.

Section 3. Time periods set forth in this grievance procedure shall be strictly adhered to unless extended by mutual written agreement of the parties.

Section 4. Election of Remedies. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, in addition to the grievance procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any grievance procedure provided for in this contract. If an employee elects to use the grievance procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the grievance procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited.

ARTICLE VII. NO STRIKE

No Strike Pledge. The Union agrees that neither the Union, its agents, nor its members will authorize, instigate, aid, condone or engage in a work stoppage, slowdown, strike or other concerted activity which interferes with the operation of the Employer. Individual employees or groups of employees who instigate, aid or engage in a work stoppage, slowdown or strike may be disciplined up to and including discharge at the sole discretion of the Employer.

ARTICLE VIII. SENIORITY

Section 1. Definition of Seniority. Seniority shall be defined as the length of an employee's continuous service with the Employer, in a position covered by this collective bargaining agreement, since the employee's last date of hire, excluding unpaid leaves of absence of more than twenty (20) working days. Employees entering the bargaining unit from any position not covered by this Agreement shall rank for seniority from their first day of entry into the bargaining unit.

Part-time employees covered by this Agreement shall have their seniority pro-rated based on the employee's compensated hours of work.

Section 2. Loss of Seniority. An employee's seniority and his/her employment relationship with the Employer shall automatically terminate for any of the following reasons:

- A. If he/she quits or retires;
- B. If he/she is discharged;
- C. He/she is convicted or pleads guilty or nolo contendere to a felony; or a misdemeanor which misdemeanor results in sentenced jail time if the Board of Commissioners votes to terminate that employee who is not employed in an elected Official's office, excluding OUIL-first offense.

In the case of Elected Officials' employees: If he/she is convicted or pleads guilty or nolo contendere to a misdemeanor which misdemeanor results in sentenced jail time if the Elected Official votes to terminate that employee, excluding OUIL-first offense;

- D. If he/she fails to report for work for two (2) consecutive working days unless an excuse acceptable to the Employer is presented;
- E. If he/she fails to return on the required date following an approved leave of absence, vacation or a disciplinary layoff, unless an excuse acceptable to the Employer is presented;
- F. If he/she has been on layoff status for a period of two (2) years or the length of his/her seniority, whichever is less;
- G. If he/she fails to report for work within five (5) days following notice of recall mailed or delivered to his/her last known address;
- H. If he/she fails to inform the Employer within two (2) working days following delivery of notification of recall that he/she intends to return to work for the Employer;
- I. If he/she makes an intentionally false statement on his/her employment application;
- J. If he/she has been on unpaid leave of absence including an unpaid sick leave, for a period of one (1) year or for a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less.

Section 3. Seniority List. The Employer agrees to provide to the Union an up-to-date seniority list every six (6) months, upon written request.

ARTICLE IX. LAYOFF AND RECALL

Section 1. In each department (examples of "department" are the following offices; Treasurer, Prosecuting Attorney, County Clerk,

Register of Deeds, Equalization, Cooperative Extension, etc.) seniority shall prevail in the layoff and recalling of employees. Layoff shall be determined by the Board of Commissioners by department and classification. In reducing the work force, the last employee hired or transferred in the department and classification affected by the layoff shall be the first employee laid off, provided that the senior employee(s) retained presently have the necessary experience, qualification, skill and ability to perform the remaining work, as determined by the Employer. The Union and Employer recognize that there may only be one (1) person in each department affected by the layoff. Therefore, if there is only one (1) employee in the department and a layoff occurs, that employee will automatically be laid off. There shall be no bumping rights for employees who are laid off.

Section 2. In the event of a layoff, an employee so laid off shall be given five (5) days notice of layoff by certified mail or in person with a copy to the Union. In the event of recall, notice by certified mail or delivered to his/her last known address shall be made. (Also see Section 2 of Article VIII regarding recall.) It is the responsibility of the employee to keep the Employer informed of his/her last known address.

ARTICLE X. JOB POSTING

Prior to filling a vacancy within the bargaining unit, it shall be posted for five (5) working days. Employees interested shall apply in writing within the Employer designated posting period. Qualified bargaining unit employees who apply shall be interviewed by the department head. However, the Employer reserves the right to select the person who it believes is best qualified for the position from either within or outside of the bargaining unit.

ARTICLE XI. PROBATIONARY PERIOD

All employees shall be considered probationary employees until the employee has completed one hundred eighty (180) days of work. The department head or his/her designee has the right to extend the probationary period of an employee up to an additional thirty (30) days upon agreement with the Union representative prior to the extension of the probationary period. It is agreed between the parties that, after consultation as noted above, any extension of the probationary period shall not be subject to the grievance procedure. During the probationary period, and any extensions thereof, the employee may be terminated without recourse to or without regard to this Agreement, and shall not be entitled to the benefits of the grievance procedure as it relates to discipline and/or discharge. The probationary employee can be terminated for any reason or for no reason. Upon completion of the probationary period, the employee's name shall be placed on the seniority list as of his/her last date of

hire; provided, however, that if an employee is absent from work due to a layoff or leave of absence of any kind including sick leave, his/her probationary period shall be extended by a period equal to the duration of such absence.

ARTICLE XII.
HOURS OF WORK

Section 1. Normal Work Week and Work Day. Currently in 1993, the normal work week for most full-time employees is thirty-five (35) hours per week, Monday through Friday, including a one hour unpaid lunch period scheduled by the department head. However, nothing shall preclude the Board, within its sole discretion, from requiring employees to work more or less than an eight (8) hour day or more or less than a thirty-five (35) hour work week or other than Monday through Friday. For example, the Board may institute a regular scheduled workweek for full-time employees, from 35 hours to 40 hours or from 40 to 35 hours, within the Employer's discretion. However, at least seven (7) calendar days notice shall be provided to the Union before this type of change is made in the workweek.

The Employer shall pay employees for all hours worked per week. Therefore, if the Employer increases the workweek from 35 to 40 hours, employees shall be paid for five (5) additional hours.

The fringe benefits of vacation and sick leave and holiday pay shall accumulate based upon the normal workweek of hours worked.

The normal work day and/or normal work week may be changed by the Board of Commissioners, within its sole discretion, as to the days to be worked and/or to the number of hours to be worked and/or to the start and quitting times.

Notwithstanding the foregoing, the Elected Officials will have the authority to determine the starting and quitting times between 7:00 a.m. and 6:00 p.m. for employees working in their departments. However, the Sheriff does not have the 7:00 a.m. to 6:00 p.m. limitation.

Section 2. Work Breaks. Full-time employees are generally permitted two fifteen (15) minute work breaks, one in the first part of the shift and one in the second part of the shift, per day. However, breaks require approval of an employee's supervisor which may not be unreasonably withheld. In the event the employee does not or cannot take a break, the work breaks do not accumulate and if not taken, shall not be paid for.

Section 3. Work Week and Work Day Definition. Any definition of an employee's normal work week and work day stated in this Agreement shall not constitute a guarantee by the Employer of any number of hours per work day or per work week.

Section 4. Scheduling. The Elected Officials and Department Heads shall have the right to determine, establish, and modify scheduling requirements to meet the needs of the Employer and the public it serves. It is expressly understood that an employee's work schedule and his/her shift may be changed.

Section 5. Overtime. Work actually performed in excess of forty hours (40) in any work week shall constitute overtime work and shall be paid at the rate of time-and-one-half of the employee's regular rate of pay. Prior approval of overtime hours is required by the employee's department head.

Section 6. Compensatory Time. Comp time may be authorized by the department head at the request of the employee on a time-and-one-half basis for time actually worked in excess of forty (40) hours in any work week in lieu of overtime pay. Compensatory time may be taken upon mutual agreement of the employee and the department head.

ARTICLE XIII. LEAVES OF ABSENCE

Section 1. Leave Without Pay. A full-time or part-time employee may be granted a leave without pay and without fringe benefits for a period not to exceed four (4) consecutive months in a calendar year if it is approved by the Personnel Committee and Department Head for sickness, disability, educational development or other good and sufficient reasons. Both the request and the response shall be in writing. The decision of the Employer shall not be grievable.

All leave requests shall state the exact date on which the leave is to begin and the date of return to work. Failure to return on the agreed upon date shall result in automatic termination of employment. The employee shall not return prior to the expiration of this leave unless agreed to by the department head.

Employees shall not accept employment while on leaves of absence unless agreed to by the Employer. Acceptance of employment of working for another employer without prior approval while on leave of absence shall result in discharge.

An employee on an unpaid leave of absence shall not have his/her fringe benefits continue and/or accumulate during the leave. Fringe benefits that will not continue during that time include, but are not limited to, vacation, sick leave, health insurance, holidays and retirement. Employees wishing to continue health insurances during an unpaid leave may do so by paying the premiums to the Employer in advance.

Section 2. Military Reserve Leave. A full-time employee with reserve status in the Armed Forces of the United States or membership in the National Guard who is called to participate in training sessions shall be permitted leave for this purpose. He/she shall

furnish to the Employer, in writing, a statement of the total amount of Government compensation received for this service for this period. If such Government compensation does not equal or exceed the employee's usual salary, he/she shall be paid the difference by the Employer for a period not to exceed two (2) calendar weeks in any one (1) calendar year. Any additional military meetings shall not be compensated by the Employer. If the employee's total Government compensation equals or exceeds his/her usual salary, there shall be no payment by the Employer.

Section 3. Jury Duty. Full-time employees who have been employed for ninety (90) days or more and who are called to serve on jury duty during scheduled working hours will be compensated for the difference between the rate of pay for the jury duty and the employee's regular rate for the hours scheduled to work. To be eligible for the above, the employee shall: (A) submit evidence of attendance at jury duty, (B) give the Employer adequate advance written notice of the day and time he/she is to report for jury duty and (C) return to regularly scheduled employment with the Employer when temporarily excused from attendance at court, provided that there is at least one-half (1/2) hour remaining of scheduled work.

Section 4. Sick Leave. The Employer provides sick leave with pay for full-time employees in accordance with and under the following conditions:

- A. Upon completion of ninety (90) calendar days of employment, each employee shall be credited with three (3) days of sick leave and will thereafter earn additional sick leave at the rate of one (1) day for each month that the employee works or receives pay for all of their scheduled working days.
- B. One (1) day of sick leave shall equal seven (7) hours at the employee's regular hourly rate of pay when the sick leave is taken or if the full-time employee is regularly scheduled to work and does work eight (8) hours per day, then one (1) day of sick leave shall equal eight (8) hours of the employee's regular hourly rate when the sick leave is taken.
- C. An employee may utilize paid sick leave when it is established to the Employer's satisfaction that the employee is incapacitated for the safe performance of duty due to illness or injury.
- D. The Employer may require as a condition of any sick leave use a medical certificate setting forth the reasons or verification for the sick leave from a doctor selected by the Employer and at the employee's expense if the doctor states the employee was not sick. The Employer shall pay if the doctor states the employee was sick if not covered by insurance.

- E. Unused earned sick leave credits may accumulate up to a total of one thousand two hundred (1200) hours.
- F. After an employee has exhausted earned sick leave, then such sick leave shall be without accumulation or receipt of any fringe benefits, such as but not limited to; vacation, holiday pay and insurances. Sick leave does not accrue when an employee is off of work on sick leave.
- G. Abuse of sick leave or excessive absence due to illness or injury is cause for dismissal.
- H. Sick leave may be utilized by an employee for his/her appointments with a doctor or dentist to the extent of time required to complete such appointments when it is not possible to arrange those appointments on non-duty hours. Under such circumstances, the employee shall make a request for sick leave use at least forty-eight (48) hours in advance unless emergency conditions exist.
- I. Sick leave shall not be allowed in advance of being earned. If an employee has insufficient sick leave credits to cover a period of absence, no allowance for sick leave shall be posted in advance or in anticipation of future sick leave credits. In the absence of applicable sick leave credits, payroll deductions for the time lost shall be made for the work period in which the absence occurred.
- J. Employees who become ill due to their pregnancy shall adhere to and utilize the sick leave provisions as provided hereunder.
- K. If the Employer believes that an employee is abusing sick leave, the Employer may require a medical examination, at the employee's expense if not covered by the employee's insurance by a doctor selected by the Employer. Further, if the employee is found to have falsified information required under this section, the employee shall be subject to discipline by the Employer up to and including discharge.
- L. In addition to other provisions contained in this contract, the Employer reserves the right to require an employee to take a medical examination 1) if it appears that the employee is having difficulty in performing his/her duties based upon health related reasons or 2) on return from a medical leave of absence. The medical examination shall be given by a doctor selected by the Employer at the Employer's expense if not covered by insurance. If the employee is not satisfied with the determination of the designated physician of the Employer, he/she may submit a report from a doctor of his/her own choosing at his/her expense. If the dispute still exists, at the request of the Employer or employee, the designated physician of the

Employer and the employee's doctor shall agree upon a third doctor to submit a report to the Employer and the employee, and the decision of such third party shall be binding on all the parties. The expense of the third doctor shall be shared equally by the Employer and the employee if not covered by the employee's insurance. On the basis of that medical examination, the Employer will take appropriate action.

M. Part-Time Employees:

No sick leave is allowed for part-time employees. All absences by part-time employees are without pay.

N. Annual Vacation for Sick Leave:

A full-time employee with an accumulation of both annual and sick leave may use annual vacation after sick leave is exhausted only with the prior approval of his/her Department Head.

O. Payment for Accumulated Sick Leave on Resignation, Retirement or Death:

A full-time employee who, after being employed for two (2) or more years, resigns or retires and is receiving retirement plan benefits from the Employer, or who dies while employed shall be paid for fifty percent (50%) of his/her unused sick leave up to six hundred (600) hours as of the effective date of such resignation, retirement or death. Such payments shall be made at the employee's current rate of pay. (Example: If an employee has one hundred (100) hours accumulated sick leave, he/she will be paid for fifty (50) hours. This is the maximum.)

P. Notice to Employer of Sick Leave Use:

Employees must notify their Department Head or his/her designee at the earliest opportunity when they will be off work because of illness or injury. Employees learning of any personal physical condition which is likely to cause their absence from work shall notify their immediate supervisor as soon as the condition is known.

Section 5. Funeral Leave. Upon request, a full-time employee who has been employed for ninety (90) calendar days or more will be granted a leave of absence, with pay, for up to three (3) consecutive calendar days to attend to matters involving a death in the employee's immediate family, provided the employee attends the funeral. For purposes of this Section, the term "immediate family" is defined as including the employee's:

Current Spouse
Parents
Parents of current
spouse
Child
Brother

Sister
Step-parent
Step-child

Grandparents
Grandchildren

Dependent living at the employee's residence

An employee excused from work under this Section shall be paid the amount of wages he/she would have earned by working his/her regular hours on such scheduled days of work for which he/she is excused. In the event more than three (3) consecutive days are requested, the Department Head may approve such time to be taken from personal leave or earned vacation or taken without pay, for up to five (5) additional days. One (1) day of earned vacation time, compensatory time or sick leave may be used to attend the funeral of an aunt or uncle.

Section 6. Personal Leave. Amount and Purpose: Full-time employees may take a maximum of three (3) personal leave days with full pay after completion of one (1) year of service and each year thereafter. Such personal leave days shall be reported on the Payroll Vouchers for the week the same is taken or the next week, at the latest. Personal leave will not be accruable and shall not be paid for if not taken. Prior approval by the employee's Department Head is required before personal leave may be used.

ARTICLE XIV.
HOLIDAYS

Section 1. Recognized Holidays. The following holidays shall be observed:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Good Friday (afternoon only)
5. Memorial Day (last Monday in May)
6. Independence Day
7. Labor Day (first Monday in September)
8. Columbus Day (second Monday in October)
9. Veteran's Day (November 11)
10. Thanksgiving Day
11. Day after Thanksgiving
12. Christmas Day

If a holiday occurs on a Sunday, the following Monday shall be observed as the holiday. If a holiday falls on Saturday, the previous Friday shall be observed as the holiday. In the case of Christmas and/or New Year's Day, if the holiday falls on Tuesday, Wednesday, Thursday, or Friday, the previous half (1/2) day shall be a paid holiday. These shall be days off with pay for employees regularly scheduled to work on such holiday(s). If an employee is required to work on a holiday, he/she shall be paid holiday pay plus one time for each hour worked on a holiday. Example, employee works four (4) hours on a holiday, and that employee is regularly scheduled to work on that holiday for eight (8) hours, he/she shall receive twelve (12) hours of pay.

Section 2. Holiday Eligibility. Employee eligibility for holiday pay is subject to the following conditions and qualifications:

- A. An employee who is scheduled to work on a holiday but fails to report to work shall not be entitled to holiday pay and may be subject to disciplinary action.
- B. The employee must have otherwise been scheduled to work on such day if it had not been observed as a holiday.
- C. The employee must not be on an unpaid leave of absence, layoff, or disciplinary suspension on the holiday.
- D. No employee will be eligible for holiday pay prior to his/her completion of ninety (90) days of employment.
- E. An employee will not be paid for a holiday if he/she has an unexcused absence on the scheduled work day immediately before and/or after the holiday.

ARTICLE XV.
VACATIONS

Section 1. Allowance. Paid annual vacations shall be provided for full-time employees as of the anniversary date of their employment after one (1) year of continuous service on the basis of the following schedule (no paid vacation in the first year of employment):

After completion of one (1) year of continuous service, five (5) working days upon their anniversary date.

After completion of two (2) years of continuous service, ten (10) working days upon their anniversary date.

After completion of four (4) years of continuous service, eleven (11) working days upon their anniversary date.

After completion of five (5) years of continuous service, twelve (12) working days upon their anniversary date.

After completion of six (6) years of continuous service, thirteen (13) working days upon their anniversary date.

After completion of eight (8) years of continuous service, fourteen (14) working days upon their anniversary date.

After completion of ten (10) years of continuous service, fifteen (15) working days upon their anniversary date.

After completion of eleven (11) years of continuous service, sixteen (16) working days upon their anniversary date.

After completion of twelve (12) years of continuous service, seventeen (17) working days upon their anniversary date.

After completion of thirteen (13) years of continuous service, eighteen (18) working days upon their anniversary date.

After completion of fourteen (14) years of continuous service, nineteen (19) working days upon their anniversary date.

After completion of fifteen (15) years of continuous service, twenty (20) working days; and thereafter, upon their anniversary date.

Part-Time Employees:

Part-time employees are not entitled to any paid vacation. Any absence by part-time employees from work shall be without pay.

Section 2. Credited. No vacation shall be taken until earned. All vacation earned must be taken within twelve (12) calendar months (anniversary year) of the date on which the last day of that year's vacation time was earned. Employees not taking such vacation within that period shall be deemed to have waived and forfeited the same and no compensation shall be paid for the same. (Example: Employee hired on May 8, 1992, will be eligible for five (5) days vacation on May 9, 1993, etc.)

Section 3. Vacation Scheduling. Each employee shall have the opportunity to state his/her preference as to the time for taking annual vacations. Requests for vacations of five (5) days or more shall be made to the Department Head at least twenty (20) days prior to the beginning of the requested vacation. Efforts shall be made to arrange vacation schedules per the employee's request. The final decision to grant or deny a vacation request shall be within the discretion of the Department Head.

Section 4. Accrued Vacation at Retirement, Resignation or Death of Employee. Vacation earned but unused due an employee at the time of resignation or retirement will be paid at the time of payment of salary for the last pay period. In case of death of an employee, salary for vacation earned but unused will be paid to the beneficiary designated, along with other compensation due, if any. No earned vacation shall be paid upon termination of employment for misconduct.

Section 5. No Payment for Vacation Not Taken. An employee who does not take a vacation as provided herein shall not be entitled to any additional compensation.

ARTICLE XVI.
INSURANCE AND PENSIONS

Section 1. Medical Insurance. Employees in the bargaining unit shall receive the same medical insurance coverage as is currently (1993) provided to bargaining unit employees by the Board of

Commissioners which includes \$5 drug rider, \$500 single deductible, \$1000 family deductible, 80/20. Either party shall have the right to require a reopener on insurance benefits and may form a committee to investigate various options and alternatives through December 31, 1994.

Section 2. Provision of Insurance Plans. No matter respecting the provisions of any of the insurance programs set forth in this Agreement shall be subject to the Grievance Procedure established under this Agreement.

Section 3. Selection of Insurance Carriers. The Employer reserves the right to select or change the insurance carriers, to be a self-insurer, either wholly or partially, with respect to such benefits, and to choose the administrator of such insurance programs. The Union shall be notified in writing prior to change.

Section 4. Continuation of Benefits. Notwithstanding any contrary provision, there shall be no liability on the part of the Employer for any insurance premium payment of any nature whatsoever for an employee or employees who are on any unpaid leave of absence, layoff, retire, or are otherwise terminated beyond the date of such termination, layoff, leave of absence, or retirement commenced or occurred.

The parties agree that each has the right to exercise its rights under the Family and Medical Leave Act and that any contrary provision contained in this contract is superseded by the Family and Medical Leave Act.

Section 5. Pension. The Employer will continue the current (1993) retirement program which is B-2, F-55 with fifteen (15) years of service.

Section 6. Life Insurance. The Employer shall maintain during the term of this agreement, life insurance for full-time employees who have been employed for sixty (60) days in the amount of Ten Thousand Dollars (\$10,000.00).

ARTICLE XVII.

WAGES

1993 - Wage freeze.

1994 - 2.5% increase.

See Appendix A for wages.

ARTICLE XVIII.
NOTICE OF RESIGNATION BY EMPLOYEES

Two (2) or more weeks' written notice of resignation shall be required of employees unless waived in writing by the Department Head. Failure to provide such notice shall result in forfeiture of payout of accrued vacation and/or sick leave, if any.

ARTICLE XIX.
ADDRESS CHANGES

An employee shall notify the Employer in writing of any change in name, address or telephone number promptly and, in any event, within five (5) days after such change has been made. The Employer shall be entitled to rely upon an employee's last name and address shown on his/her record for all purposes involving his/her employment.

ARTICLE XX.
CAPTIONS

The captions used in each Section of this Agreement are for identification purposes only and are not a substantive part of the Agreement.

ARTICLE XXI.
NEW CLASSIFICATIONS

Whenever the Employer establishes a new classification within the collective bargaining unit, the Union shall be notified of the rate of pay assigned to the classification. The Union shall have ten (10) calendar days from receipt of such notification to object to the assigned rate. If no objection is filed with the Employer within this period of time, the rate shall be deemed to be permanent. Should the Union timely object to the rate of pay assigned to a new classification, representatives of the Employer and the Union shall meet within forty-five (45) calendar days to negotiate any changes which might be required. If the parties are unable to agree on the rate, the Employer may implement its last best offer after MERC mediation.

The Elected Officials shall determine the job duties and title of employees working in their departments. The Board of Commissioners has the power to authorize the positions and compensation to be received by each position.

ARTICLE XXII.
SEPARABILITY

If any provision of this Agreement should be held invalid by operation of law, or by any tribunal or court of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal or court pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

In the event any provision is held invalid or enforcement of or compliance with which has been restrained as above set forth, the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement.

ARTICLE XXIII.
SEVERE WEATHER

When either full or part-time employees are actually prevented from reporting for work or must leave work because of severe snow storm, or other acts of nature, absence shall be excused and paid at such employee's regular rate of pay. Such severe snow storm or other act of nature shall exist, if and only if, so declared by the County Emergency Management Director or the Deputy Director and/or the Chairperson of the County Board of Commissioners or Vice-Chairperson upon the declaration of a snow emergency or other local state of emergency. Employees who actually arrive at their places of employment shall be granted compensatory time equal to the time actually worked during such periods. Compensatory time shall be scheduled solely at the discretion of the Department Head.

ARTICLE XXIV.
SUPPLEMENTARY EMPLOYMENT

Part-time supplemental employment is not encouraged, but is permitted under the following conditions:

- A. That the additional employment must in no way conflict with the employee's hours of employment, or conflict in any way with satisfactory and impartial performance of his/her duties.
- B. The Department Head shall be notified in writing prior to engaging in supplemental employment, specifying the particular job duties and the dates and time anticipated to be employed elsewhere. The notice shall be at least seventy-two (72) hours prior to engaging in supplemental employment.
- C. That he/she keep the Department Head or immediate supervisor informed of contemplated changes in his/her supplemental employment.

ARTICLE XXV.
LONGEVITY

Section 1. Definition of Longevity. Longevity shall be defined as the length of an employee's continuous full-time service with the Employer since the employee's last date of hire. "Continuous service" means an employee's uninterrupted full-time service from his/her last date of hire.

To be eligible for longevity, an employee must be employed on their date of hire when the longevity payment is due and on the payroll. The only exception is if a person retires from service and is receiving retirement benefits. Under such circumstances, they shall receive their longevity on a pro rata basis. Longevity shall be paid the next payroll after the anniversary date.

Section 2. Longevity Plan. The Employer will provide a Longevity Plan for full-time employees who have been employed full-time continuously prior to December 31, 1992, as provided below; any persons hired on or after January 1, 1993, are not eligible for longevity.

After five (5) years of continuous service - \$190
After ten (10) years of continuous service - \$380
After fifteen (15) years of continuous service - \$570
After twenty (20) years of continuous service - \$760

Section 3. Pro Rata Longevity. Longevity shall be pro rata for any time off of work after twenty (20) work days off. (This does not include paid vacation, paid sick leave, paid holidays and paid personal days.)

ARTICLE XXVI.
MILEAGE AND AUTO INSURANCE

- A. Employees who are required to use their personal cars for Employer business shall be reimbursed at the current Osceola County rate, as determined by the Board from time to time.
- B. Automobile Insurance: Employees who drive personal automobiles in performance of their duties for the County of Osceola shall purchase and maintain adequate "no fault" automobile insurance from a reliable agent and insurer, prior to such driving. Coverage shall include protection against fire, theft, bodily injury and property damage. Absolute minimum coverage of \$100,000.00 for bodily injury per person and \$300,000.00 bodily injury per accident and \$50,000.00 property damage per accident or higher minimum limits, if required by law, shall be maintained at all times. Employees who do not have these limits shall not be allowed to operate their motor vehicle on county business. A copy of the policy is to be filed with County Treasurer.

- C. Other Expenses Allowed: Expenses in addition to mileage may be allowed for employees attending meetings or conferences held outside of the official work area and in performing any official duties, when such attendance and payment of expenses are approved by the Department Heads and Board. Such expenses may include and reimbursement be made for the following items:

Lodging
Meals
Parking Fees
Tolls
Taxi Service

Receipts must be submitted to the County Clerk with the Expense Voucher for all items within the time frame determined by the Board. Without such evidence of such expenses, the Clerk shall refuse to pay the same and such employee must then have to prove and justify such expense to the County Board of Commissioners, within the Board's sole discretion. Air fare has to be approved by the Board of Commissioners. The actual rate of reimbursement for the above shall be determined by the Board and may be changed from time to time.

ARTICLE XXVII. SUBCONTRACTING

Notwithstanding any other contrary provision in this contract, the Board reserves the right to subcontract at any time bargaining unit work; to purchase any or all work processes or services when, in the sole determination of the Board, it does not have the facilities or equipment, or the available personnel, or when it is deemed more economical or beneficial to have the work performed by others. Prior to subcontracting bargaining unit work, the Board shall provide thirty (30) calendar days notice to the Union if an employee is to be laid off. Upon request, the Board or its designated representatives shall meet with Union officials to discuss the proposed subcontracting within the above thirty (30) day period. However, the decision to subcontract is not grievable and shall be within the Board's sole discretion. In the event that the employee(s) scheduled to be laid off due to subcontracting does not find other employment by the time of severance, then under such circumstances, the Employer shall provide two (2) weeks' severance pay to that employee(s).

The Board shall not lay off employee(s) who work for Elected Officials, who are signatories to this contract, and subcontract out the work of that laid off employee(s) unless the Elected Official agrees to same.

ARTICLE XXVIII.
STEWARDS

- A. The Employer recognizes the right of the Union to designate two (2) Stewards and two (2) alternates. One Steward and one alternate shall be from the Commission on Aging and one Steward and one alternate shall be from the courthouse. The alternate Steward may exercise the functions of a Steward only when the Steward is absent.

The authority of the Steward and alternate so designated by the Union shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of the Grievance Procedure.

- B. The Union agrees that the Steward and the alternate will continue to perform their regularly assigned duties and that their responsibilities as a Steward will not be used to avoid those duties. They shall act in a manner which will not disrupt nor interfere with any functions of the Employer. In no event shall the Steward leave his/her work in order to investigate or present grievances without first obtaining permission from the Department Head or immediate supervisor, which permission shall not be unreasonably withheld.
- C. The Union will furnish the Employer, in writing, with the names of its Stewards and alternates; all officials of the Union responsible for administering this Agreement and whatever changes may occur from time to time in such personnel so that the Employer may at all times be advised as to the authority of individual representatives of the Union with whom it may be dealing. This identification shall be made in advance of the Employer's recognition of the authority of such individuals to act under this Agreement.

ARTICLE XXIX.
BARGAINING COMMITTEE

- A. The Bargaining Committee will include not more than three (3) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish the Employer with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary. Bargaining shall take place on or after 1:30 p.m. or at other mutually agreed upon times, excluding mediation which shall be determined by the mediator.
- B. The employee members of the Bargaining Committee will not be paid for the time spent in negotiations in the event he/she is scheduled to work during a bargaining meeting

unless they choose to use their earned vacation or personal time. The employee shall return to his/her work station after negotiations have terminated, provided that there is time left in their normal schedule. The employee shall report to work prior to negotiations in the event that negotiations are to commence subsequent to the start of his/her normal shift.

ARTICLE XXX.
PYRAMIDING OF PREMIUM PAY

There shall be no duplication or pyramiding of any premium rate set forth in this Agreement.

ARTICLE XXXI.
WORKER'S COMPENSATION

Employees are covered by worker's compensation insurance. Each employee shall report on the job injury to the Department Head or immediate supervisor immediately if possible, and under no circumstances, later than the end of the same day on which the injury occurred. Employees being paid worker's compensation payments shall have their health insurance premiums paid for by the Employer for one hundred eighty (180) days. After the one hundred eighty (180) days, the employee may continue the health insurance by paying the premiums to the Employer, and if permitted by the insurance carrier. No other benefits shall continue or accrue during the time an employee is on worker's compensation, such as but not limited to, vacation, personal leave, sick leave, life insurance and holiday pay.

ARTICLE XXXII.
GENDER

The masculine pronoun wherever used in this Agreement shall include the feminine pronoun and vice versa, unless the context clearly requires otherwise.

ARTICLE XXXIII.
PAST PRACTICE

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

ARTICLE XXXIV.
WAIVER

It is the intent of the parties hereto that the provisions of this Agreement shall supersede all prior agreements or understandings, oral or written, express or implied, between such parties and will henceforward govern their entire relationship and constitute the sole source of any and all rights or claims which may be asserted in arbitration hereunder or otherwise.

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

ARTICLE XXXV.
GRANT FUNDED POSITIONS; TEMPORARY EMPLOYEES
WORK ASSIGNMENTS

Section 1. The Board reserves the right to hire or use the services of persons whose positions are funded in whole or in part by the State, Federal or local government or any of its agencies to perform bargaining unit work. These positions include but are not limited to, Co-op students, JTPA persons, social service referrals, Youth Corp., prisoner work release persons, etc. Also, the Board may use jail inmates to do bargaining unit work. Such persons shall not be covered by this contract.

Section 2. The Board reserves the right to authorize hiring of persons to perform bargaining unit work on a temporary basis and to pay them by wages only without any fringe benefits. They shall not be covered by the terms of this contract. The Elected Official and/or Department Head shall select the temporary employee.

Section 3. The Elected Official and/or Department Head may require an employee to work in any position or classification or to perform any duties. This includes but is not limited to filling vacancies of employees who are on vacation, absent because of illness, vacated positions, absence due to leaves of absences, or for any other reasons.

Section 4. Department Heads and supervisors may perform bargaining unit work at any time. The Employer shall not layoff bargaining unit employees and hire supervisors to perform the laid-off employees' work.

ARTICLE XXXVI.
COPY OF CONTRACT

Members of the bargaining unit shall receive a copy of the contract. The cost shall be split 50/50 between the Employer and the Union.

ARTICLE XXXVII.
DURATION

This Agreement shall be in full force and effect upon execution by the parties, and it shall continue until the 31st day of December, 1994. Not earlier than ninety (90) days prior to the expiration of the contract on December 31, 1994, either party may request in writing that the other commence negotiations. Upon receipt of such written notice, the parties shall select mutually agreeable dates and times to negotiate.

OSCEOLA COUNTY BOARD OF
COMMISSIONERS

Rick Johnson
Rick Johnson, Chairperson

Dated: 1-19-94

OSCEOLA COUNTY TREASURER

Elizabeth Stafford

Dated: _____

OSCEOLA COUNTY CLERK

Karen Bluhm
Karen Bluhm

Dated: 1-19-94

OSCEOLA COUNTY REGISTER OF DEEDS

Nancy S. Crawford
Nancy S. Crawford

Dated: 2-8-94

OSCEOLA COUNTY PROSECUTING
ATTORNEY

James L. Talaske

Dated: _____

OSCEOLA COUNTY SHERIFF

David B. Needham
David B. Needham

Dated: 2-8-94

MICHIGAN AFSCME COUNCIL #25
LOCAL #2389

Linda S. Jackson
Carol L. Young
Anna Gardner

Dated: 1-19-94

Dated: 1-19-94

Dated: 1-19-94

APPENDIX A

WAGES

1993

Wage freeze. In the event non-union employees receive across the board salary increases in all classifications and on all steps in 1993, then under those circumstances, employees in this bargaining unit will receive that same across the board salary increase on their salaries and steps. The above does not apply to reclassifications and/or regular step increases.

<u>Department</u>	<u>Job Title</u>	<u>Hourly Rate</u>
Maintenance Courthouse	Colleen Thorson	7.78
	Gene E. Powers	5.41
	Michael Soderquist	6 months salaried @ \$700/2 weeks and 6 months hourly @ \$8.85/hour
Building Inspector	Secretary	9.03
Animal Control	Secretary (Part-time)	5.46
Treasurer	Clerk	7.69
Equalization	Appraiser	9.03
	Computer Operator	8.22
Clerk	Deputy	9.03
Register of Deeds	Deputy	9.03
Sheriff	Secretary	9.03
	Cook (Full-time)*	7.19
	Cook (Part-time)	5.41
	Transcriptionist and Records Clerk	7.42
Civil Defense	Assistant Director	7.69
Cooperative Extension	Clerk	9.03
Human Services	Secretary	9.03

* Full-time Cook Judy Vader to receive increase to \$7.69 effective September 20, 1993.

Prosecuting Attorney	Cooperative Reimbursement	
	Coordinator	8.79
	Victims Rights Coordinator	9.89
	Confidential Secretary	9.14
Parks	Maintenance (Part-time)	5.50
Commission on Aging	Homemaker	4.35
	Homemaker/Home	
	Health Aide	4.50
	Case Worker (Deb Barker)	6.50
	Case Worker (Carole Bennett)	7.96
	Respite Aide	4.50
	Secretary	5.50
	Payroll	6.80

1994 (2.5% increase effective 1-1-94 for employees employed on the date of execution of this contract by both parties.)

<u>Department</u>	<u>Job Title</u>	<u>Hourly Rate</u>
Maintenance Courthouse	Colleen Thorson	7.97
	Gene E. Powers	5.55
	Michael Soderquist	6 months salaried @ \$717.50/2 weeks and 6 months hourly @ \$9.07/hour
Building Inspector	Secretary	9.26
Animal Control	Secretary (Part-time)	5.60
Treasurer	Clerk	7.88
Equalization	Appraiser	9.26
	Computer Operator	8.43
Clerk	Deputy	9.26
Register of Deeds	Deputy	9.26
Sheriff	Secretary	9.26
	Cook (Full-time)*	7.37
	Cook (Part-time)	5.55
	Transcriptionist and Records Clerk	7.61
Civil Defense	Assistant Director	7.88
Cooperative Extension	Clerk	9.26
Human Services	Secretary	9.26

* Full-time Cook Judy Vader to receive increase to \$7.88/hour.

Prosecuting Attorney	Cooperative Reimbursement Coordinator	9.01
	Victims Rights Coordinator	10.14
	Confidential Secretary	9.37
Parks	Maintenance (Part-time)	5.64
Commission on Aging	Homemaker	4.46
	Homemaker/Home Health Aide	4.61
	Case Worker (Deb Barker)	6.66
	Case Worker (Carole Bennett)	8.16
	Respite Aide	4.61
	Secretary	5.64
	Payroll	6.97
Commission on Aging	Part-Time Employees*	

- * Part-Time Commission on Aging employees shall receive a 43¢ per hour increase effective September 20, 1993. Effective January 1, 1994, part-time Commission on Aging employees shall receive a 32¢ per hour increase. This will not be paid until the contract is signed by both parties. This only applies to employees employed on the date of execution of the contract by both parties.

In the event non-union employees receive across the board salary increases in all classifications and on all steps exceeding 2.5% in 1994, then under those circumstances, employees in this bargaining unit will receive that same across the board salary increase in excess of 2.5% in 1994 on their salaries and steps. The above does not apply to reclassifications and/or regular step increases.

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